Specifications for:

Access Control and Interior Finish Upgrades for Blinn College

2423 Blinn Blvd
Bryan, Texas 77802

ISSUE FOR PRICING
February 28, 2022

By:

The Arkitex Studio Inc
308 N. Bryan Ave
Bryan, TX 77803
Phone: (979) 821-2635

and

Cleary Zimmermann Engineering
300 W 26th Street
Bryan, TX 77803

and

DataCom Design Group
7600 Burnet Road, Suite 350
Austin, TX 78757

DataCom Design Group
Technology Solutions :: Building for the Future™
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REQUEST FOR PROPOSAL #190

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

**GENERAL CONTRACTOR SERVICES**
Bryan Campus Access Control and Interior Finish 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.**

<table>
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**RFP # 190**
Competitive Sealed Proposals for General Contractor Services – Access Control and Interior Finish 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 General Contractor services for Access Control and Interior Finish Upgrades on the Blinn Campus in Bryan, Texas. The selection of the General 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 #190 Calendar

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| March 11, 2022, 1:00 pm | Pre-Proposal Meeting  
Blinn-Bryan Campus  
Building G, Room 107  
2423 Blinn Blvd.  
Bryan, TX 77802 |
| March 21, 2022, 5:00 pm | Last day and time to submit email inquires  
Submit to: Ross.Schroeder@Blinn.edu |
| March 24, 2022         | Addenda issued, if any, communicated by e-mail                        |
| March 29, 2022, 2:00 p.m. | Deadline for Submission, RFP #190  
Blinn College District Purchasing  
Attn: Mr. Ross Schroeder, Director of Purchasing  
902 College Ave. Brenham, Texas 77833 |
| April 5, 2022          | Submit Agenda Item to Administration                                  |
| April 19, 2022         | Recommendation of selected firm to the Board of Trustees for approval |
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 The Arkitex Studio, Inc.:

B. Base Bid: This project on the Bryan Campus of Blinn College includes access control upgrades to (10) buildings and finish upgrade to (3) buildings.

Interiors upgrades will address the following areas:

a. Building D 1st floor hallway
b. Building H 1st floor hallway
c. Building C Library entry

Access Control will be a complete replacement of the existing I-Net system to a new system using Open Options DNA Fusion software. Work will include Buildings A, B, C, D, F, G, J, H, R, and T. (Building S is intentionally excluded.)

C. Alternates to Base Bid are as follows:


Alternate No. 2: Door Hardware at Buildings A, C, D, F, G, H, R: provision and installation of new keyed mullion at locations indicated in Drawings

Alternate No. 3: Moisture Barrier at 1st Floor Building H: provision and installation of specified 2-part epoxy moisture barrier at areas to receive new flooring at the first floor of Building H.

Alternate No. 4: Moisture Barrier at 1st Floor Building C: provision and installation of specified 2-part epoxy moisture barrier at areas to receive new flooring at the first floor of Building C.

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: ____________________________________
VENDOR CERTIFICATION FORM

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 requirements under Section 176.009(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
   [ ]
   Data

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised: 11/30/2015
1.1 LIST OF DRAWINGS

A. Drawings: Drawings consist of the Contract Drawings and other drawings listed in the Table of Contents and 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:

Cover sheet
G1 General Information
A2.1 Building A - First Floor Plan
A2.2 Building A - Second Floor Plan
A2.3 Buildings B, J, R - Floor Plans
A2.4 Building C - First Floor Plan
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A2.6 Building D - First Floor Plan
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SC2.15 Building T 1st Floor - Security
SC2.16 Building T 2nd Floor - Security
SC3.01 Door Elevation Details
SC3.02 Door Elevation Details
SC4.01 General Details

END OF DOCUMENT 000115
INSTRUCTIONS TO BIDDERS

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

Instructions to Bidders

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

Access Control and Interior Finish Upgrades for Blinn College
2423 Blinn Blvd
Bryan, TX 77802

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

Blinn College District
902 College Ave.
Brenham, TX 77833

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

The Arkitek Studio, Inc.
308 N. Bryan Ave
Bryan, TX 77803

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G812™–2017, Owner’s Instructions to the Architect, Parts A and B will be completed prior to using this document.
ARTICLE 1 DEFINITIONS
§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement’s Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER’S REPRESENTATIONS
§ 2.1 By submitting a Bid, the Bidder represents that:
.1 the Bidder has read and understands the Bidding Documents;
.2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
.3 the Bid complies with the Bidding Documents;
.4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder’s observations with the requirements of the Proposed Contract Documents;
.5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
.6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS
§ 3.1 Distribution
§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(In this case, it is not specified how Bidders shall obtain Bidding Documents.)

Email ross.schroeder@blinn.edu for access to bid documents.

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User Notes:
§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder’s deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents
§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least three days prior to the date for receipt of Bids.

(indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

E-mail questions to ross.schroeder@blinn.edu

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions
§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process
§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts and the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect’s decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.
§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda
§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

Addenda will be emailed to bidders.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES
§ 4.1 Preparation of Bids
§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security
§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

5% bid bond

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.
§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A101™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning 60 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids
§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Bidder shall submit one paper copy and one electronic copy on a USB flash drive.

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder’s name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid
§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(States the terms and conditions, such as Bid rank for returning or retaining the bid security.)

The bid security shall be retained by the owner, and, at the owner’s discretion, forfeited to the owner.

ARTICLE 5 CONSIDERATION OF BIDS
§ 5.1 Opening of Bids
If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.
§ 5.2 Rejection of Bids
Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)
§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner’s judgment, is in the Owner’s best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION
§ 6.1 Contractor’s Qualification Statement
Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor’s Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner’s Financial Capability
A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner’s obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals
§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:
   .1 a designation of the Work to be performed with the Bidder’s own forces;
   .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
   .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder’s option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND
§ 7.1 Bond Requirements
§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.
§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds
§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS
§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™-2017, General Conditions of the Contract for Construction, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

.5 Drawings
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.6 Specifications

Section
Refer to the table of contents in the specification manual.

Title
Access Control and Interior Finish Upgrades for Blinn College

Date
February 28, 2022

Pages

.7 Addenda:
(Paragraphs deleted)

Number
To be determined

Date

Pages

[X] Supplementary and other Conditions of the Contract:

Document
008000

Title
Supplementary Conditions

Date
February 28, 2022

Pages
8

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)
Additions and Deletions Report for
AIA® Document A701™ – 2018

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:40:28 ET on 02/28/2022.

PAGE 1

Access Control and Interior Finish Upgrades for Blinn College
2423 Blinn Blvd
Bryan, TX 77802

... 

Blinn College District
902 College Ave.
Brenham, TX 77833

... 

THE ARCHITECT: ARCHITECT (ENGINEER):

... 

The Arkitex Studios Inc
308 N. Bryan Ave
Bryan, TX 77803

PAGE 2

Email ross.schroeder@blinn.edu for access to bid documents.

PAGE 3

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven-three days prior to the date for receipt of Bids.

... 

e-mail questions to ross.schroeder@blinn.edu

PAGE 4

Addenda will be emailed to bidders.

... 

5% bid bond

PAGE 5

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder
has not been notified of the acceptance of its Bid, a Bidder may, beginning 60 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

Bidder shall submit one paper copy and one electronic copy on a USB flash drive.

The bid security shall be retained by the owner, and, at the owner's discretion, forfeited to the owner.

---

AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013.)

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Access Control and Interior Finish Upgrades for Blinn College

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Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Eva M. Read-Warden, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:40:28 ET on 02/28/2022 under Order No. 3094312040 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)
1.1 INSTRUCTIONS TO BIDDERS

A. Instructions to Bidders for Project consist of the following:

1. AIA Document A701, "Instructions to Bidders," a copy of which is bound in this Project Manual.
2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

A. The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

1.3 ARTICLE 2 - BIDDER'S REPRESENTATIONS

A. Add Section 2.1.3.1:

1. 2.1.3.1 - The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.

B. Add Section 2.1.5:

1. 2.1.5 - The Bidder is a properly licensed Contractor according to the laws and regulations of the City of Brenham, Texas and meets qualifications indicated in the Procurement and Contracting Documents.

C. Add Section 2.1.6:

1. 2.1.6 - The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

1.4 ARTICLE 3 - BIDDING DOCUMENTS

A. 3.4 - Addenda:

1. Delete Section 3.4.3 and replace with the following:
   a. 3.4.3 - Addenda may be issued at any time prior to the receipt of bids.

2. Add Section 3.4.4.1:
a. 3.4.4.1 - Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:

1) 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.

2) 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

1.5 ARTICLE 4 - BIDDING PROCEDURES

A. 4.1 - Preparation of Bids:

1. Add Section 4.1.1.1:
   a. 4.1.1.1 - Printable electronic Bid Forms and related documents are available from the owner.

2. Add Section 4.1.8:
   a. 4.1.8 - The Bid shall include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.

3. Add Section 4.1.9:
   a. 4.1.9 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

4. Add Section 4.1.10:
   a. 4.1.10 - Bids shall not include sales and use taxes.

B. 4.3 - Submission of Bids:

1. Add Section 4.3.1.2:
   a. 4.3.1.2 - Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.

C. 4.4 - Modification or Withdrawal of Bids:

1. Add the following sections to 4.4.2:
   a. 4.4.2.1 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

b. 4.4.2.2 - Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

D. 4.5 - Break-Out Pricing Bid Supplement:

1. Add Section 4.5:
   a. 4.5 - Provide detailed cost breakdowns no later than two business days following Architect's request.

E. 4.6 - Subcontractors, Suppliers, and Manufacturers List Bid Supplement:

1. Add Section 4.6:
   a. 4.6 - Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than two business days following Architect's request. Include those subcontractors, suppliers, and manufacturers providing work totaling three percent or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Architect.

1.6 ARTICLE 5 - CONSIDERATION OF BIDS

A. 5.2 - Rejection of Bids:

1. Add Section 5.2.1:
   a. 5.2.1 - Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

1.7 ARTICLE 6 - POSTBID INFORMATION

A. 6.3 - Submittals:

1. Add Section 6.3.1.4:
   a. 6.3.1.4 - Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than two business days following Architect's request.
1.8 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

A. 7.1 - Bond Requirements:

1. Add Section 7.1.1.1:

   a. 7.1.1.1 - Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

B. 7.2 - Time of Delivery and Form of Bonds:

1. Delete the first sentence of Section 7.2.1 and insert the following:

   a. The Bidder shall deliver the required bonds to Owner no later than 10 days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.

2. Delete Section 7.2.3 and insert the following:

   a. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

1.9 ARTICLE 9 - EXECUTION OF THE CONTRACT

A. Add Article 9:

1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within 3 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner, in such number of counterparts as Owner may require.

2. 9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.

3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement.

4. 9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

END OF DOCUMENT 002213
PREBID MEETINGS

1.1 PREBID MEETING

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

1. Meeting Date: March 11, 2022
2. Meeting Time: 1:00 p.m., local time.
3. Location: Room 107, Building G, Blinn College Bryan Campus, 2423 Blinn Blvd, Bryan, TX 77802.

B. Attendance:

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

C. Bidder Questions: Submit written questions to be addressed at Prebid meeting minimum of two business days prior to meeting.

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

1. Procurement and Contracting Requirements:
   a. Advertisement for Bids.
   b. Instructions to Bidders.
   c. Bidder Qualifications.
   d. Bonding.
   e. Insurance.
   g. Bid Form and Attachments.
   h. Bid Submittal Requirements.
   i. Bid Submittal Checklist.
   j. Notice of Award.

2. Communication during Bidding Period:
   a. Obtaining documents.
   b. Bidder's Requests for Information.
   c. Bidder's Substitution Request/Prior Approval Request.
   d. Addenda.

3. Contracting Requirements:
   a. Agreement.
   b. The General Conditions.
   c. The Supplementary Conditions.
   d. Other Owner requirements.

4. Construction Documents:
   a. Scope of Work.
   b. Temporary Facilities.
c. Use of Site.
d. Work Restrictions.
e. Alternates, Allowances, and Unit Prices.
f. Substitutions following award.

5. Separate Contracts:
   a. Work by Owner.
   b. Work of Other Contracts.

6. Schedule:
   a. Project Schedule.
   c. Liquidated Damages.
   d. Other Bidder Questions.

7. Site/facility visit or walkthrough.

E. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.

   1. Sign-in Sheet: Minutes will include list of meeting attendees.
   2. List of Planholders: Minutes will include list of planholders.

END OF DOCUMENT 002513
1.1 DEFINITIONS

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

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

1.2 QUALITY ASSURANCE

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

1.3 PROCUREMENT SUBSTITUTIONS

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

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

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

1.4 SUBMITTALS

A. Procurement Substitution Request: Submit to owner. Procurement Substitution Request must be made in writing by prime contract Bidder only in compliance with the following requirements:

1. Requests for substitution of materials and equipment will be considered if received no later than 5 days prior to date of bid opening.
2. Submittal Format: Submit three copies of each written Procurement Substitution Request, using CSI Substitution Request Form 1.5C.
3. Submittal Format:
   a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:

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

c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.

d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's Action:

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

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

END OF DOCUMENT 002600
DOCUMENT 003113 - PRELIMINARY SCHEDULE

1.1 PROJECT SCHEDULE

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but do not affect Contract Time requirements. This Document and its attachments are not part of the Contract Documents.

B. Available Project information includes the following:

1. Project Schedule.

C. Project schedule including design and construction milestones is available as follows:
   1. 02-28-2022: Drawings and Specs issued for pricing
   2. 03-11-2022: Pre-Bid Meeting
   3. 03-24-2022: Issue (last) Addendum
   4. 03-29-2022: Proposals Due
   5. 04-05-2022: Bid specifics added to Board agenda
   6. 04-19-2020: Board approval
   7. 07-31-2022: Substantial Completion

D. Related Requirements:

2. Section 011000 "Summary" for scope and construction requirements.
3. Section 013200 "Construction Progress Documentation" for Contractor's construction schedule requirements.

END OF DOCUMENT 003113
DOCUMENT 003143 - PERMIT APPLICATION

1.1 PERMIT APPLICATION INFORMATION

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.

B. Permit Application: Verify if a permit is required by local authorities. Complete building permit application and file with authorities having jurisdiction within five days of the date of execution of the Contract.

END OF DOCUMENT 003143
1.1 BID INFORMATION
A. Bidder: ____________________________________________________.
B. Project Name: Access Control and Interior Finish Upgrades for Blinn College.
C. Project Location: 2423 Blinn Blvd, Bryan, TX 77802.
D. Owner: Blinn College District.
E. Architect: The Arkitex Studio Inc.

1.2 CERTIFICATIONS AND BID ITEMS
A. BASE BID: ACCESS CONTROL AND INTERIOR FINISHES: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by The Arkitex Studio Inc, 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, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. ________________________________________________ Dollars($______________).
2. The above bid amount shall include the sum of Fifty Thousand Dollars and Zero Cents ($50,000.00) for use as the owner’s contingency.

1.3 ALTERNATE BID ITEMS
A. ALTERNATE BID 1
The amount by which the base bid is changed for provision and installation of new wireless reader and electrified hardware at door locations indicated in Drawings and Specifications for Building A, B, C, D, F, G, H, R, and T, and including a sum of Ten Thousand Dollars and Zero Cents ($10,000.00) for use as the owner’s contingency:

_______________________________________________________ Dollars $__________________

B. ALTERNATE BID 2
The amount by which the base bid is changed for provision and installation of new keyed mullions at door locations indicated in Drawings and Specifications for Building A, C, D, F, G, H, and R, and including a sum of Two Thousand Dollars and Zero Cents ($2,000.00) for use as the owner’s contingency:

_______________________________________________________ Dollars $__________________

C. ALTERNATE BID 3
The amount by which the base bid is changed for provision and installation of specified 2-part epoxy moisture barrier at areas to receive new flooring at the first floor of Building H, and including a sum of Three Thousand Dollars and Zero Cents ($3,000.00) for use as Owner’s Contingency:
D. ALTERNATE BID 4
The amount by which the base bid is changed for provision and installation of specified 2-part epoxy moisture barrier at areas to receive new flooring at the first floor of Building C, and including a sum of Three Thousand Dollars and Zero Cents ($3,000.00) for use as Owner’s Contingency:

Dollars $ ________________

1.4 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 total 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.

1.5 SUBCONTRACTORS AND SUPPLIERS
A. The following companies shall execute subcontracts for the portions of the Work indicated:
1. Flooring: ________________________________.
2. Painting: ________________________________.
3. Electrical: ________________________________.
4. Security: ________________________________.

1.6 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 combined 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.
1.7 TIME OF COMPLETION
   A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents within 10 days of the execution of the contract and shall fully complete the Work by July 31, 2022.

1.8 LIQUIDATED DAMAGES
   A. The undersigned Bidder agrees to pay Liquidated Damages in the amount of Two Hundred Fifty Dollars and Zero Cents ($250.00) per calendar day for failure to complete the work within the contracted time in accordance with the Supplementary Conditions as established in the Contract.

1.9 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 ____________________.

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

1.11 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 interest.
      3. Attest 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.

1.12 SUBMISSION OF BID
   A. Respectfully submitted this ____ day of ____________, 2022.
   B. Submitted By______________________________(Name of bidding firm or corporation).
   C. Authorized Signature:______________________________ (Handwritten signature).
The Arkitex Studio Inc  Access Control and Interior Finish Upgrades  Project No. 21054
for Blinn College

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
1.1 BID FORM SUPPLEMENT

A. A completed Proposed Schedule of Values form is required to be attached to the Bid Form.

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
DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

A. Bidder: ___________________________________________________________.

B. Prime Contract: ____________________________________________________.

C. Project Name: Access Control and Interior Finish Upgrade for Blinn College.

D. Project Location: 2423 Blinn Blvd, Bryan, TX 77802.

E. Owner: Blinn College District.

F. Architect: The Arkitex Studio Inc.

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.

B. Attach this completed checklist to the outside of the Submittal envelope.

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. Attached to the Bid Form: Proposed Schedule of Values Form.
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 time and day of Bid Opening.
10. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
11. 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:

1. AIA Document A101, "Standard Form of Agreement between Owner and Contractor, Stipulated Sum."
   a. The General Conditions for Project are AIA Document A201, "General Conditions of the Contract for Construction."

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.

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
for the following PROJECT:
(Name and location or address)
«Access Control and Interior Finish Upgrades for Blinn College »

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

THE ARCHITECT:
(Name, legal status and address)
«The Arkitex Studio»
«308 N Bryan Ave, Bryan TX 77802»

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2  OWNER
§ 2.1 General
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

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

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

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

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

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

§ 2.3 Information and Services Required of the Owner
§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect’s approval of a resubmission shall not apply to such revisions.
§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

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

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

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

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

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

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

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

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturer 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 applicable law, the Contractor agrees to indemnify, defend and hold harmless Owner, its officers, trustees, agents, employees, and representatives from and against any liability, damages, costs, loss, expenses, claims, actions, proceedings, suits (including attorneys’ fees, court costs and other expenses of suit), whether groundless or not, judgments and awards, arising out of, in connection with or related to the performance of Work by Contractor, its employees, any subcontractor, or other person performing services or work on behalf of any of them, including a default by Contractor under the provisions of the Contract Documents or a failure to obtain or maintain insurance required by the Contract Documents. 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. Contractor shall not be obligated to indemnify any of the indemnified parties against their own negligence; however, to the fullest extent permitted by applicable law, Contractor shall be required to defend the indemnified parties against liability, damages, costs, loss, expenses, claims, actions, proceedings, or suits (including attorneys’ fees, court costs and other expenses of suit), whether groundless or not, for the bodily injury or death of an employee of the Contractor, its agent or its subcontractor of any tier, regardless of whether the action giving rise to such liability, damages, costs, loss, expenses, claim, action, proceeding or suit (including attorneys’ fees, court costs and other expenses of suit), is founded in whole or in part upon the alleged negligence of one or more parties indemnified hereunder. The Contractor assumes all risk of damage or injury (including death) to the Contractor’s own property or person or to the property or person of the Contractor’s employees or subcontractors from any cause whatsoever. 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.

§ 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

§ 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.
§ 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 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 responsibly 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 TheOwner 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, or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

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

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

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

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

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

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

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

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

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to.
§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

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

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

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

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

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

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect 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 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.

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

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

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under Section 3.18.

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

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

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

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

§ 10.3.2 Upon receipt of the Contractor’s notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Contractor shall propose another to whom the Contractor and the Architect have no reasonable objection. 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.

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

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

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

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

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

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

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

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

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

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12  UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

§ 12.2.2.3 The one-year period for correction of Work shall 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.

§ 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.

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.

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

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

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

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

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

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

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES
§ 15.1 Claims
§ 15.1.1 Definition
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claim
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

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§ 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
Intentionally Deleted

§ 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 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.

§ 15.2.6 Intentionally Deleted.

§ 15.2.6.1 Intentionally Deleted.

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

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

«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)

«Access Control and Interior Finish Upgrades for Blinn College »
«.Bryan, TX»
«  »
«Access control upgrades to ten (10) buildings and finish upgrades to three (3) buildings.»

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

«The Arkitex Studio» « Inc »
«308 N Bryan Ave» «  »
«Bryan, TX 77803» «  »
«979-821-2635» «  »

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.
[«X»] Established as follows:
«Construction shall commence on __________.»

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: «_____________». 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 «_______________________ Dollars and ________ Cents» ($ «____________» ), 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>
<tbody>
<tr>
<td>«»</td>
<td></td>
</tr>
</tbody>
</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>
<tbody>
<tr>
<td>«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 »</td>
<td>$__________</td>
</tr>
</tbody>
</table>

§ 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>«»</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)
«For each calendar day that the work remains incomplete after the date of Substantial Completion as determined above, Blinn College District will deduct Dollars and Cents ($) from the monies due to the Contractor, not as a penalty but as liquidated damages. The sum of money thus deducted for such delay, failure, or non-completion is not to be considered as a penalty but shall be deemed, taken and treated as reasonable liquidated damages, since it would be impractical and extremely difficult to fix the actual damages. »

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

« »

ARTICLE 5 PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

«N/A»

§ 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.
§ 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:

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

[ «X» ] Litigation in a court of competent jurisdiction

[ «» ] Other (Specify)

«»

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

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

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

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

«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)

«Mark Feldhake
Executive Director, Blinn College Facilities, Planning, and Construction»
«902 College Ave.»
§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

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

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

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

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

§ 8.7 Other provisions:

§ 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 Construction Manager as Contractor being standard form AIA Document C1101 - 2017 (hereafter the Agreement) and consists of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Exhibits A, B, C, D and E 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, B, C, and D 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, and E 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, and D to the Agreement will control over the language in the Conditions of the Contract (General, Supplementary, and other Conditions).

4. Exhibit B: House Bill 89 Verification - Prohibition on Contracts with Companies Boycotting Israel
5. Exhibit C: Addendum to Agreement between Owner and Contractor

6. Drawings

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

7. Specifications

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

8. 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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</tr>
</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.
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)
This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the «  » day of «  » in the year «  »
(In words, indicate day, month and year.)

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

THE OWNER:
(Name, legal status and address)

«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.)

<table>
<thead>
<tr>
<th>Causes of Loss</th>
<th>Sub-Limit</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

§ 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 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 arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « 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 only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers’ Compensation at statutory limits.

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</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 is 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. »
Exhibit B

House Bill 89 Verification

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _________________________________, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1) does not boycott Israel currently; and

2) will not boycott Israel during the term of the contract; and

3) is not currently listed on the State of Texas Comptroller’s Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

_____________________________________
Vendor Name

_____________________________________
Signature of Authorized Official

_____________________________________
Title of Authorized Official

_____________________________________
Date
Addendum to Vendor's Contract

Vendor Name: ___________________________________ ("Vendor")

Vendor Address: ___________________________________

The Blinn College District ("Blinn College") and the Vendor are this day entering into a contract and, for their mutual convenience, the parties are using the standard contract and/or purchase order form provided by the Vendor (referred to hereafter as the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referred to hereafter collectively as the "Agreement."

The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to the Blinn College District. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by the Blinn College District because of its status as an educational institution of the State of Texas and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against the Blinn College District:

1. Requiring the Blinn College District to maintain any type of insurance either for the Blinn College District's benefit or for the Vendor's benefit.
2. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
3. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of the purchase order or this Addendum in the event of conflict.
4. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
5. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
6. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Blinn College District if the Agreement is terminated before the end of the contract term.
7. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
8. Binding the Blinn College District to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
9. Obligating the Blinn College District to pay costs of collection or attorneys' fees.
10. Requiring the Blinn College District to provide warranties.
11. Obligating the Blinn College District to indemnify, defend or hold harmless any party.

Miscellaneous Provisions:

Use of Trademark: Any Blinn College District trademark logo (institutional, division, department and/or athletic), verbiage, or wordmarks cannot be used in any capacity without permission from the Blinn College Office of Marketing and Communications. These items are property of the College and should not be placed on publications or in any medium (i.e., websites, social media,
newsletters, fliers, posters, emails, etc). For questions concerning copyrighted materials and the use of Blinn trademark logos, verbiage and/or wordmarks, please contact the Office of Marketing and Communications at 979-830-4113.

Alternative Dispute Resolution: The dispute resolution process provided in Chapter 2260, _Texas Government Code_, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Vendor and the Blinn College District to attempt to resolve any claim for breach of contract made by the Vendor that cannot be resolved in the ordinary course of business. The Vendor shall submit written notice of a claim of breach of contract under this Chapter to the Executive Vice Chancellor and General Counsel of Blinn College, who shall examine the Vendor’s claim and any counterclaim and negotiate with the Vendor in an effort to resolve the claim.

Mandatory Venue: Venue for any suit filed against the Blinn College District shall be in the county in which the primary office of the chief executive officer of the Blinn College District is located. This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Texas without regard to its choice of law or conflicts of law provisions.

Loss of Funding: Performance by Blinn College District under the Agreement may be dependent upon the appropriation and allotment of funds from federally-funded programs and/or by the Texas State Legislature (the "Legislature"). In the event a curtailment of federally-funded programs occurs, or in the event state appropriations are unavailable, then the Blinn College District will issue written notice to the Vendor and the Blinn College District may terminate the Agreement without further duty or obligation hereunder. The Vendor acknowledges that appropriation of funds is beyond the control of the Blinn College District.

Payment: All payment for goods and services shall be governed by Chapter 2251, _Texas Government Code_.

Non-Waiver: The Vendor expressly acknowledges the Blinn College District is an educational institution of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by the Blinn College District of its right to claim such exemptions, privileges, and immunities as may be provided by law. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the Blinn College District under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities.

Confidentiality: Vendor acknowledges that the Blinn College District is obligated to strictly comply with the Public Information Act, Chapter 552, _Texas Government Code_, in responding to any request for public information pertaining to this Agreement.

Force Majeure: Neither party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

Use of Purchase Orders: To the degree that either or both of the parties hereto find it convenient to employ their standard forms of purchase order or acknowledgment of order in administering the terms of this Agreement, it or they may do so but none of the terms and conditions printed or otherwise appearing on such form shall be applicable except to the extent that it specifies information required to be furnished by either party hereunder. The terms proposed by any such form are specifically objected to and shall not be used as a basis for any contract.
**Entire Agreement:** This Addendum and the Vendor's Contract Form constitute the entire Agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.

**Savings Clause:** If a court of competent jurisdiction finds any provision of this Addendum and the Vendor's Contract Form illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.

**Notices:** All notices shall be mailed to the “Attention of: Office of the Chancellor, Blinn College, 902 College, Brenham, TX 77833”.

To the extent the language in this Addendum is in conflict with any language in the Vendor's Contract Form, the language in this Addendum will control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

**BLINN COLLEGE DISTRICT**

By: ____________________________  By:__________________________ 
Name: Mary Hensley, Ed.D. _____    Name: ________________________ 
Title: Chancellor of the Blinn College District  Title: ___________________________ 
Date: __________________________  Date: ___________________________
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.*
1.1 SUPPLEMENTS
   A. The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201, 2017. Where any Article of the General 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 agrees to indemnify, defend and hold harmless Owner, its officers, trustees, agents, employees, and representatives from and against any liability, damages, costs, loss, expenses, claims, actions, proceedings, suits (including attorneys’ fees, court costs and other expenses of suit), whether groundless or not, judgements and awards, arising out of, in connection with or related to the performance of Work by Contractor, its employees, any subcontractor, or other person performing services or work on behalf of any of them, including a default by Contractor under the provisions of the Contract Documents or a failure to obtain or maintain insurance.
required by the Contract Documents. 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. Contractor shall not be obligated to indemnify any of the indemnified parties against their own negligence; however, to the fullest extent permitted by applicable law, Contractor shall be required to defend the indemnified parties against liability, damages, costs, loss, expenses, claims, actions, proceedings, or suits (including attorneys’ fees, court costs and other expenses of suit), whether groundless or not, for the bodily injury or death of an employee of the Contractor, its agent or its subcontractor of any tier, regardless of whether the action giving rise to such liability, damages, costs, loss, expenses, claim, action, proceeding or suit (including attorneys’ fees, court costs and other expenses of suit), is founded in whole or in part upon the alleged negligence of one or more parties indemnified hereunder. The Contractor assumes all risk of damage or injury (including death) to the Contractor’s own property or person or to the property or person of the Contractor’s employees or subcontractors from any cause whatsoever. 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
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. Multiple Work Packages.
   4. Owner-furnished/Contractor-installed (OFCI) products.
   5. Contractor's use of site and premises.
   6. Work restrictions.
   7. Specification and Drawing conventions.
   8. Miscellaneous provisions.

B. Related Requirements:
   1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
   2. Section 017300 "Execution" for coordination of Owner-installed products.

1.3 DEFINITIONS
A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION
A. Project Identification: Access Control & Interior Upgrades for Blinn College Bryan.
   1. Project Location: 2423 Blinn Boulevard, Bryan, TX 77802, United States.

B. Owner: Blinn College, 902 College Ave, Brenham, Texas, 77833, United States.
   1. Owner's Representative: Mark Feldhake, mark.feldhake@blinn.edu, Executive Director.

C. Architect: The Arkitex Studio Inc.
   1. Architect's Representative: The Arkitex Studio Inc., Kathryn Walton or Eva Read-Warden, 979-821-2635
D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:

1. Electrical Engineering: Cleary Zimmermann Engineers.
   a. Engineer's Representative: Randy Rogers, 979-341-8181

2. Data and Security Design: DataCom
   a. Representative: Roy Stewart, 512.478.6001

1.5 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

1. This project on the Bryan Campus of Blinn College includes access control upgrades to (10) buildings and finish upgrades to (3) buildings.

B. Type of Contract:

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

1.6 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:

1. Provide to Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
2. Provide for delivery of Owner-furnished products to Project site.
3. Upon delivery, inspect, with Contractor present, delivered items.
   a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
4. Obtain manufacturer's inspections, service, and warranties.
5. Inform Contractor of earliest available delivery date for Owner-furnished products.

B. Contractor's Responsibilities: The Work includes the following, as applicable:

1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
3. Receive, unload, handle, store, protect, and install Owner-furnished products.
4. Make building services connections for Owner-furnished products.
5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
6. Repair or replace Owner-furnished products damaged following receipt.

C. Owner-Furnished/Contractor-Installed (OFCI) Products:

1. None.
1.7 CONTRACTOR'S USE OF SITE AND PREMISES

A. Unrestricted Use of Site: 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. Limits on 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. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for 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.

C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.8 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.

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

B. On-Site Work Hours: Limit work to between 7 a.m. to 5 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.

1. Hours for Utility Shutdowns: As coordinated 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 arranging for temporary utility services according to requirements indicated:

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

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

1. Notify Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.

F. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
1.9 SPECIFICATION AND DRAWING CONVENTIONS

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

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

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

D. 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 scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000
SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:
   1. Contingency allowances.

1.2 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.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for
   use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of
   allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of
   the Work.

1.5 COORDINATION

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

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by written approval of an authorization to use owner's contingency form 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 owner's contingency authorizing use of 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.

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. Base Bid Owner’s Contingency Allowance: Include the sum of Fifty Thousand Dollars and Zero Cents ($50,000.00) in Base Bid.

B. Alternate No. 1 Owner’s Contingency Allowance: Include the sum of Ten Thousand Dollars and Zero Cents ($10,000.00).

C. Alternate No. 2 Owner’s Contingency Allowance: Include the sum of Two Thousand Dollars and Zero Cents ($2,000.00).

D. Alternate No. 3 Owner’s Contingency Allowance: Include the sum of Three Thousand Dollars and Zero Cents ($3,000.00).

E. Alternate No. 4 Owner’s Contingency Allowance: Include the sum of Three Thousand Dollars and Zero Cents ($3,000.00).

END OF SECTION 012100
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 the 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. Alt. 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 alternates 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. Execute accepted alternates under the same conditions as other Work of the Contract.

C. Schedule: A Part 3 "Schedule of Alternates" Article 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

1. Base Bid: no change to existing door hardware
2. Alternate: provision and installation of new wireless reader and electrified hardware at locations indicated in Drawings.

B. Alternate No. 2: Door Hardware at Buildings A, C, D, F, G, H, and R

1. Base Bid: no change to existing mullion
2. Alternate: provision and installation of new keyed mullion at locations indicated in Drawings.

C. Alternate No. 3: Moisture Barrier at 1st floor of Building H

1. Base Bid: no moisture barrier required under LVT flooring at Building H
2. Alternate: provision and installation of specified 2-part epoxy moisture barrier at areas to received new flooring at the first floor of Building H.

D. Alternate No. 4: Moisture Barrier at 1st floor of Building C

1. Base Bid: no moisture barrier required under LVT flooring at Building C
2. Alternate: provision and installation of specified 2-part epoxy moisture barrier at areas to received new flooring at the first floor of Building C.
SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY
A. Section includes administrative and procedural requirements for substitutions.
B. Related Requirements:
   1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

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

1.3 ACTION SUBMITTALS
A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Substitution Request Form: Use 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 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.


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

1.4 QUALITY ASSURANCE

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

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:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.

b. Requested substitution provides sustainable design characteristics that specified product provided.

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: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500
PART 1 - GENERAL

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

1.2 MINOR CHANGES IN THE WORK
A. Architect will issue supplemental instructions 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."

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

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within 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 delivery charges, equipment rental, and amounts of trade discounts.
   c. Include costs of labor and supervision directly attributable to the change.
   d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

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

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

1.4 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.

1.5 CHANGE ORDER PROCEDURES


1.6 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 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 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   3. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
   1. Coordinate line items in the schedule of values with 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.

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.
   4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
   5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

7. 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.

8. 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.

9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by 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. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

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

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

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
   1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
   2. When an application shows completion of an item, submit conditional final or full waivers.
   3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
   4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
G. 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. Submittal schedule (preliminary if not final).
   5. List of Contractor's staff assignments.
   7. Copies of building permits.
   11. Certificates of insurance and insurance policies.

H. 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 Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. 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.
   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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination drawings.
2. Requests for Information (RFIs).
3. Project meetings.

1.2 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

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

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

   a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
   b. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility.
1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.


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

1. The following RFIs will be returned without action:
   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for coordination information already indicated in the Contract Documents.
   d. Requests for adjustments in the Contract Time or the Contract Sum.
   e. Requests for interpretation of Architect's actions on submittals.
   f. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B.

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

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

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
   a. Tentative construction schedule.
   b. Phasing.
   c. Critical work sequencing and long-lead items.
   d. Designation of key personnel and their duties.
   e. Procedures for processing field decisions and Change Orders.
   f. Procedures for RFIs.
   g. Procedures for testing and inspecting.
   h. Procedures for processing Applications for Payment.
   i. Distribution of the Contract Documents.
   j. Submittal procedures.
   k. Preparation of record documents.
l. Use of the premises.
m. Work restrictions.
n. Working hours.
o. Owner's occupancy requirements.
p. Responsibility for temporary facilities and controls.
q. Procedures for moisture and mold control.
r. Procedures for disruptions and shutdowns.
s. Construction waste management and recycling.
t. Parking availability.
u. Office, work, and storage areas.
v. Equipment deliveries and priorities.
w. First aid.
x. Security.
y. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

b. Options.
c. Related RFls.
d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.
h. Review of mockups.
i. Possible conflicts.
j. Compatibility problems.
k. Time schedules.
l. Weather limitations.
m. Manufacturer's written instructions.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and inspecting requirements. u. Installation procedures.
v. Coordination with other work.
w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

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

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

   a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

      1) Review schedule for next period.

   b. Review present and future needs of each entity present, including the following:

      1) Interface requirements.
      2) Sequence of operations.
      3) Status of submittals.
      4) Deliveries.
      5) Off-site fabrication.
      6) Access.
      7) Site utilization.
      8) Temporary facilities and controls.
      9) Progress cleaning.
     10) Quality and work standards.
     11) Status of correction of deficient items.
     12) Field observations.
     13) Status of RFI's.
     14) Status of proposal requests.
     15) Pending changes.
     16) Status of Change Orders.
     17) Pending claims and disputes.
     18) Documentation of information for payment requests.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

   a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100
SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's construction schedule.
2. Construction schedule updating reports.
3. Daily construction reports.
4. Site condition reports.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Float: The measure of leeway in starting and completing an activity.

1. Float time belongs to Owner.

1.3 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 Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
1. Submit a working 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.

D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of 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.

E. Construction Schedule Updating Reports: Submit with Applications for Payment.

F. Daily Construction Reports: Submit at monthly intervals.

G. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

A. Coordinate Contractor's construction schedule with the schedule of values, 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 20 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.


4. Startup and Testing Time: Include no fewer than 7 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 15 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. 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.

5. Work Stages: Indicate important stages of construction for each major portion of the Work.

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, and the following interim milestones:

1. Access Control System Shop Drawing Submittal Approval/Order
2. Access Control System installation
3. Access Control System Programming and Integration

E. 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.

F. Recovery Schedule: When periodic update indicates the Work is \([14] \text{<Insert number>}\) 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.
G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 15 days of date established for the Notice of Award.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
   1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. General: Prepare network diagrams using AON (activity-on-node) format.

B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice of Award. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.
   1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for the Notice of Award.
      a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
   2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
   3. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.

D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
   1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
      a. Preparation and processing of submittals.
      b. Mobilization and demobilization.
      c. Purchase of materials.
      d. Delivery.
      e. Fabrication.
      f. Utility interruptions.
      g. Installation.
      h. Work by Owner that may affect or be affected by Contractor's activities.
i. Testing.
j. Punch list and final completion.
k. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.

3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.

4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

   a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:

   1. Contractor or subcontractor and the Work or activity.
   2. Description of activity.
   3. Main events of activity.
   4. Immediate preceding and succeeding activities.
   5. Early and late start dates.
   6. Early and late finish dates.
   7. Activity duration in workdays.
   8. Total float or slack time.
   10. Dollar value of activity (coordinated with the schedule of values).

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

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

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.
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 Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

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

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. 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.

B. 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 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 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
2. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
4. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.

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.

1.3 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.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

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. 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 5 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 5 days for review of each resubmittal.

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 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 return without review submittals received from sources other than Contractor.

   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.
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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: Identify deviations from the Contract Documents on submittals.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with 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:

1. Submit electronic submittals via email as PDF electronic files.
   

2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
SUBMITTAL PROCEDURES

3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
4. 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, unless submittal based on Architect’s digital data drawing files is otherwise permitted.
   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.
SUBMITTAL PROCEDURES

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for Blinn College

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 but no larger than 24 by 36 inches.
3. Submit Shop Drawings in the following format:
   a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of applicable Specification Section.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. 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. Submit product schedule in the following format:
   a. PDF electronic file.

F. Coordination Drawings Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."

H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."

I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."

J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."

K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

L. 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.

M. 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.

N. 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.

O. 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.

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

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

S. 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.

T. 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.

U. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."

V. 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.

W. 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.

X. 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.

Y. 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. General: Architect will not review submittals that do not bear Contractor’s approval stamp and will return them without action.

B. 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.

C. 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.

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 not be reviewed and may be discarded.

END OF SECTION 013300
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes special procedures for alteration work.

1.2 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.

1.3 PROJECT MEETINGS FOR ALTERATION WORK

A. Preliminary Conference for Alteration Work: Before starting alteration work, conduct conference at Project site.
1. Attendees: In addition to representatives of Owner, Architect, and Contractor, testing service representative, 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. Fire-prevention plan.
   b. Governing regulations.
   c. Areas where existing construction is to remain and the required protection.
   d. Hauling routes.
   e. Sequence of alteration work operations.
   f. Storage, protection, and accounting for salvaged and specially fabricated items.
   g. Existing conditions, staging, and structural loading limitations of areas where materials are stored.

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. 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.

   2. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.4 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.

1.5 INFORMATIONAL SUBMITTALS

A. Alteration Work Program: Submit 30 days before work begins.

B. Fire-Prevention Plan: Submit 30 days before work begins.

1.6 QUALITY ASSURANCE

A. 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.

B. 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.

C. 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.

D. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

1.7 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 or more above the dew point.
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.

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 in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
      e. Maintain fire-watch personnel at each area of Project site until 60 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, adhesives, or paint.

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. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs.

B. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.

C. 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.
SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1   SUMMARY

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

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner or authorities having jurisdiction are not limited by provisions of this Section.

3. Specific test and inspection requirements are not specified in this Section.

1.2   DEFINITIONS

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

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

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.

1.3 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.

1.4 INFORMATIONAL SUBMITTALS

A. 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.

B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
1.5 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 Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:

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

C. 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.

1.6 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. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

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

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
   d. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
   a. Allow seven days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed unless otherwise indicated.

K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

1.7 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. 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.

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

C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

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

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

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

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

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

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

END OF SECTION 014000
SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 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.

1.2 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.

1.3 ABBREVIATIONS AND ACRONYMMS

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.

7. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
8. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
9. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
15. AIA - American Institute of Architects (The); www.aia.org.
25. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
26. ARI - American Refrigeration Institute; (See AHRI).
28. ASCE - American Society of Civil Engineers; www.asce.org.
29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
32. ASSE - American Society of Safety Engineers (The); wwwasse.org.
REFERENCES

42. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
43. BIA - Brick Industry Association (The); www.gobrick.com.
44. BICSI - BICSI, Inc.; www.bicsi.org.
45. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.com.
46. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
47. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bwfbadminton.org.
49. CEA - Canadian Electricity Association; www.electricity.ca.
50. CEA - Consumer Electronics Association; www.ce.org.
52. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
57. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
59. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
60. CRRC - Cool Roof Rating Council; www.coolroofs.org.
61. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
62. CSA - Canadian Standards Association; www.csa.ca.
63. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
64. CSI - Construction Specifications Institute (The); www.csinet.org.
65. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
66. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
67. CWC - Composite Wood Council; (See CPA).
69. DHI - Door and Hardware Institute; www.dhi.org.
70. ECA - Electronic Components Association; (See ECIA).
71. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
73. EIA - Electronic Industries Alliance; (See TIA).
76. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
77. ESTA - Entertainment Services and Technology Association; (See PLASA).
79. FIBA - Fédération Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
80. FIVB - Fédération Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
82. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
REFERENCES

86. GA - Gypsum Association; www.gypsum.org.
88. GS - Green Seal; www.greenseal.org.
89. HI - Hydraulic Institute; www.pumps.org.
90. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
91. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
95. IAS - International Accreditation Service; www.iasonline.org.
96. IAS - International Approval Services; (See CSA).
97. ICBO - International Conference of Building Officials; (See ICC).
99. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
100. ICRA - Insulating Glass Manufacturers Alliance; www.icra.net.
101. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
103. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
104. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
105. IESNA - Illuminating Engineering Society of North America; (See IES).
106. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
110. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
111. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
112. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
113. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
115. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
116. ITU - International Telecommunication Union; www.itu.int/home.
117. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
118. LMA - Laminating Materials Association; (See CPA).
120. MBMA - Metal Building Manufacturers Association; www.mbbma.com.
121. MCA - Metal Construction Association; www.metalconstruction.org.
125. MIA - Marble Institute of America; www.marble-institute.com.
126. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); www.mmpa.com.
130. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
REFERENCES

134. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
135. NCMA - National Concrete Masonry Association; www.ncma.org.
137. NECA - National Electrical Contractors Association; www.necanet.org.
139. NEMA - National Electrical Manufacturers Association; www.nema.org.
140. NETA - InterNational Electrical Testing Association; www.netaworld.org.
141. NFHS - National Federation of State High School Associations; www.nfhs.org.
143. NFPA - NFPA International; (See NFPA).
146. NLGA - National Lumber Grades Authority; www.nlga.org.
147. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
149. NRCA - National Roofing Contractors Association; www.nrca.net.
150. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
151. NSF - NSF International; (National Sanitation Foundation International); www.nsf.org.
152. NSPE - National Society of Professional Engineers; www.nspe.org.
156. PCI - Precast/Prestressed Concrete Institute; www pci.org.
158. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
162. SAE - SAE International; (Society of Automotive Engineers); www.sae.org.
163. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
164. SDI - Steel Deck Institute; www.sdi.org.
165. SDI - Steel Door Institute; www.steeldooring.org.
167. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
170. SMA - Screen Manufacturers Association; www.smainfo.org.
171. SMACNA - Sheet Metal and Air Conditioning Contractors’ National Association; www.smacna.org.
172. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
173. SPFPA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
182. TCA - Tilt-Up Concrete Association; www.tilt-up.org.

REFERENCES
REFERENCES

185. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
186. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
188. TPI - Truss Plate Institute; www.tpinst.org.
189. TPI - Turfgrass Producers International; www.turfgrasssod.org.
190. TRI - Tile Roofing Institute; (Formerly: National Tile Roofing Manufacturing Association); www.tileroofing.org.
191. UBC - Uniform Building Code; (See ICC).
194. USAV - USA Volleyball; www.usavolleyball.org.
198. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
199. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
201. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); www.wicnet.org.
202. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
204. WPA - Western Wood Products Association; www.wwpwa.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.
1. DIN - Deutsches Institut für Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; 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.
1. COE - Army Corps of Engineers; www.usace.army.mil.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; http://eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
REFERENCES

13. SD - Department of State; www.state.gov.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; 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.

2. DOD - Department of Defense; Military Specifications and Standards; Available from Department of Defense Single Stock Point; http://dodssp.daps.dla.mil.
3. DSCC - 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.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic Appliance and 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 Forest Service; Forest Resource Development and Sustainable Forestry; http://txforestservice.tamu.edu.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200
SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY
   A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
   B. Related Requirements:
      1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES
   A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Architect, testing agencies, and authorities having jurisdiction.
   B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
   C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS
   A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
   B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
   C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

1.4 QUALITY ASSURANCE
   A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
   B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 EQUIPMENT

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

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

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

1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."

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

3.2 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.

2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary
roads and paved areas, within construction limits indicated, as necessary for construction operations.

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
   1. Protect existing site improvements to remain including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

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

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

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

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

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

3.4 MOISTURE AND MOLD CONTROL


B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.
C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Discard or replace water-damaged and wet material.
4. Discard, replace, or clean stored or installed material that begins to grow mold.
5. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Remove materials that cannot be completely restored to their manufactured moisture level within 24 hours.

3.5 OPERATION, TERMINATION, AND REMOVAL

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

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when needed for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000
SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1  SUMMARY

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

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.2  DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.

2. New Products: Items that have not previously been incorporated into another project or facility. 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.

1.3  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. 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 14 days of receipt of request, or 7 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.

1.4 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.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING
A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft 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.

1.6 PRODUCT WARRANTIES
A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: 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.
PRODUCT REQUIREMENTS

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. Refer to 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.

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.
      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 not 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
SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 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 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.

1.2 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. 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.

2. 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.

3. 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.
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 of 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. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.
3.2 PREPARATION

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

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

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

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents 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 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

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

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

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

E. 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.

3.4 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: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. 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 and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable 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.

H. 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.

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.

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.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 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.

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.

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

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

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

3.6 STARTING AND ADJUSTING

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

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

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

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements"

3.7 PROTECTION OF INSTALLED CONSTRUCTION

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

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

END OF SECTION 017300
SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 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 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
3. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.2 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.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.
1.5 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. Procedures 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. Advise Owner of pending insurance changeover requirements.

2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

3. Complete startup and testing of systems and equipment.

4. Perform preventive maintenance on equipment used prior to Substantial Completion.

5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 “Demonstration and Training.”

6. Advise Owner of changeover in heat and other utilities.

7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.

8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

9. Complete final cleaning requirements, including touchup painting.

10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
D. Inspection: Submit a written request for inspection to determine Substantial Completion 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 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.

1.6 FINAL COMPLETION PROCEDURES

A. Preliminary Procedures: 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 and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings.

B. Inspection: Submit a written request for final inspection to determine acceptance. 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.

1.7 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, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following format:
   a. MS Excel electronic file. Architect will return annotated copy.
1.8 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. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
   1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
   3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
   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.

C. 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:
CLOSEOUT PROCEDURES

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. Replace chipped or broken glass and other damaged transparent 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, elevator 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 light fixtures, lamps, globes, and reflectors to function with full efficiency.
p. 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.

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.
CLOSEOUT PROCEDURES

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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 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.

1.2 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 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.
2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two copies.

C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 10 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 5 days of receipt of Architect's comments and prior to commencing demonstration and training.
PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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 paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

   a. 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.

4. 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 in bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 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.

2.3 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 is 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.
2.4 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.

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.

2.5 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.

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.

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

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

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

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

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

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

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

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

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
F. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823
SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. Related Requirements:

1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set(s) of marked-up record prints.
2. Number of Copies: Submit copies of record Drawings as follows:
   a. Initial Submittal:
      1) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
      2) Submit record digital data files and one set(s) of plots.
      3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
   b. Final Submittal:
      1) Submit PDF electronic files of scanned record prints and three set(s) of prints.
      2) Print each drawing, whether or not changes and additional information were recorded.
   c. Final Submittal:
      1) Submit record digital data files and three set(s) of record digital data file plots.
      2) Plot each drawing file, whether or not changes and additional information were recorded.

B. Record Specifications: Submit 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.
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. Record data as soon as possible after obtaining it.
   c. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each 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.


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. Note related Change Orders, record Product Data, 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.

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.

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 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.

1.2 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

   1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

1.3 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit one copies within seven days of end of each training module.

   1. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on USB flash drive.

1.4 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training.
1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate 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."
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.

   1. Schedule training with Owner, through Architect, with at least seven days' advance notice.

D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral performance-based test.

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 Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to Architect.

C. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.

D. 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 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

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

1.2 SUMMARY
A. Section Includes:
1. Demolition and removal of selected portions of building interior.
2. Salvage of existing items to be reused or recycled.
B. Related Requirements:
1. Section 011000 "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 013516 "Alteration Project Procedures" for alteration work.
3. Section 017300 "Execution" for cutting and patching procedures.

1.3 DEFINITIONS
A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP
A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 INFORMATIONAL SUBMITTALS
A. Qualification Data: For refrigerant recovery technician.
B. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, and for dust control. Indicate proposed locations and construction of barriers.

C. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.

D. Predemolition Photographs or Video: Submit before Work begins.

1.6 FIELD CONDITIONS

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

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

1. Before selective demolition, Owner will remove the following items:

   a. Furniture and decorative items.

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

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.

2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.
PART 3 - EXECUTION

3.1 EXAMINATION

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

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

C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
   1. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
   2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
   1. Comply with requirements for existing services/systems interruptions specified in Section 011000 “Summary.”

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   1. Comply with requirements for access and protection specified in Section 015000 “Temporary Facilities and Controls.”

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
   1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
   2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
   3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
   4. Cover and protect furniture, furnishings, and equipment that have not been removed.
   5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 “Temporary Facilities and Controls.”
3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
3. Dispose of demolished items and materials promptly.

B. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify 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. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings."

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

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

3.7 CLEANING

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

A. Existing Items to Be Removed:
   1. Gypsum board
   2. Chair rail, where noted to be replaced.
   3. Vinyl wall covering
   4. Cabinets
   5. Acoustical panel ceiling systems
   6. Plumbing fixtures, where part of cabinets to be removed
   7. Other items as noted on the drawings.

B. Existing Items to Be Removed and Salvaged: Items where designated on the drawings or as directed by the Owner.

C. Existing Items to Be Removed and Reinstalled: Items such as system appurtenances, signage, fire extinguishers, defibrillators, marker boards, tack boards, map rails, electrical water coolers, switch and outlet plates, door stops, hand sanitizer dispensers, and other items.

D. Existing Items to Remain: Items shown on drawings not scheduled to be removed or replaced as part of the project.

END OF SECTION 024119
SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Exterior storefront framing.
2. Storefront framing for window walls.
3. Exterior manual-swing entrance doors and door-frame units.

B. Related Sections include the following:
1. Refer to Division 8 Section 087100 "Door Hardware" for complete description of products specified in the Hardware Sets at the end of this section

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For aluminum-framed entrances and storefronts. Include plans, elevations, sections, full-size details, and attachments to other work.
1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
2. Include full-size isometric details of each vertical-to-horizontal intersection of aluminum-framed entrances and storefronts, showing the following:
   a. Joinery, including concealed welds.
   b. Anchorage.
   c. Expansion provisions.
   d. Glazing.
   e. Flashing and drainage.
3. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.

C. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.

D. Entrance Door Hardware Schedule: Prepared by or under supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams.
Coordinate final entrance door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of entrance door hardware.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Energy Performance Certificates: For aluminum-framed entrances and storefronts, accessories, and components, from manufacturer.
   1. Basis for Certification: NFRC-certified energy performance values for each aluminum-framed entrance and storefront.

C. Product Test Reports: For aluminum-framed entrances and storefronts, for tests performed by manufacturer and witnessed by a qualified testing agency.

D. Sample Warranties: For special warranties.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For aluminum-framed entrances and storefronts to include in maintenance manuals.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

B. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
   1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

1.7 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of aluminum-framed entrances and storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Structural failures including, but not limited to, excessive deflection.
      b. Noise or vibration created by wind and thermal and structural movements.
      c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
      d. Water penetration through fixed glazing and framing areas.
      e. Failure of operating components.
2. Warranty Period: Two years from date of Substantial Completion.

B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Deterioration includes, but is not limited to, the following:
   a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
   b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
   c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrances and storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.

1. Aluminum-framed entrances and storefronts shall withstand movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.

2. Failure also includes the following:
   a. Thermal stresses transferring to building structure.
   b. Glass breakage.
   c. Noise or vibration created by wind and thermal and structural movements.
   d. Loosening or weakening of fasteners, attachments, and other components.
   e. Failure of operating units.

B. Structural Loads:

1. Wind Loads: As required by Risk Category III.

C. Deflection of Framing Members: At design wind pressure, as follows:

1. Deflection Normal to Wall Plane: Limited to 1/175 of clear span for spans up to 13 feet 6 inches and to 1/240 of clear span plus 1/4 inch for spans greater than 13 feet 6 inches or an amount that restricts edge deflection of individual glazing lites to 3/4 inch, whichever is less.

2. Deflection Parallel to Glazing Plane: Limited to 1/360 of clear span or 1/8 inch, whichever is smaller.

D. Structural: Test according to ASTM E 330 as follows:

1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.

2. Test Durations: As required by design wind velocity, but not less than 10 seconds.
E. Air Infiltration: Test according to ASTM E 283 for infiltration as follows:

1. Fixed Framing and Glass Area:
   a. Maximum air leakage of 0.06 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft.

2. Entrance Doors:
   a. Pair of Doors: Maximum air leakage of 1.0 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft.

F. Water Penetration under Static Pressure: Test according to ASTM E 331 as follows:

1. No evidence of water penetration through fixed glazing and framing areas when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft.

G. Energy Performance: Certify and label energy performance according to NFRC as follows:

1. Thermal Transmittance (U-factor): Fixed glazing and framing areas shall have U-factor of not more than 0.69 Btu/sq. ft. x h x deg F as determined according to NFRC 100.
2. Solar Heat Gain Coefficient: Fixed glazing and framing areas shall have a solar heat gain coefficient of no greater than 0.35 as determined according to NFRC 200.

2.2 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Oldcastle Series 3000 – Thermal MultiPlane Centerset storefront framing, windows and doors or comparable product by one of the following:
   1. EFCO Corporation.
   2. United States Aluminum.
   3. Kawneer

B. Source Limitations: Obtain all components of aluminum-framed entrance and storefront system, including framing and accessories, from single manufacturer.

2.3 FRAMING

A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.

   2. Glazing System: Retained mechanically with gaskets on four sides.
   5. Fabrication Method: Field-fabricated stick system.

B. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.

C. Sill Pans: Manufacturer's standards continuous sill pan will end dams. Provide extended sill pan where shown on drawings.
D. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

E. Materials:
   1. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
      a. Sheet and Plate: ASTM B 209.
      b. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
      c. Extruded Structural Pipe and Tubes: ASTM B 429/B 429M.
      d. Structural Profiles: ASTM B 308/B 308M.

2.4 ENTRANCE DOOR SYSTEMS

A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.
   1. Door Construction: 1-3/4-inch overall thickness, with minimum 0.125-inch thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
   2. Door Design: Wide stile; 5-inch nominal width, with intermediate stiles.
      a. Provide nonremovable glazing stops on outside of door.
      b. Door to accommodate 1 inch insulating glass.

2.5 ENTRANCE DOOR HARDWARE

A. Entrance Door Hardware: Provide entrance door hardware for each entrance door to comply with requirements and as specified in 087100 “Door Hardware”.
   1. Entrance Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and named manufacturers’ products.
   2. Opening-Force Requirements:
      a. Egress Doors: Not more than 15 lbf to release the latch and not more than 30 lbf to set the door in motion.

B. Weather Stripping: Manufacturer's standard replaceable components.
   1. Compression Type: Made of ASTM D 2000, molded neoprene, or ASTM D 2287, molded PVC.
   2. Sliding Type: AAMA 701/702, made of wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing.

C. Weather Sweeps: Manufacturer's standard exterior-door bottom sweep with concealed fasteners on mounting strip.

D. Silencers: BHMA A156.16, Grade 1.
1. Entrance Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and named manufacturers' products.
2. Opening-Force Requirements:

2.6 GLAZING
A. Glazing: Comply with Section 088000 "Glazing."
B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
C. Glazing Sealants: Comply with Section 088000 "Glazing."

2.7 ACCESSORIES
A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
   1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
   2. Reinforce members as required to receive fastener threads.
B. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.
C. Bituminous Paint: Cold-applied asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos, formulated for 30-mil thickness per coat.

2.8 FABRICATION
A. Form or extrude aluminum shapes before finishing.
B. Fabricate components that, when assembled, have the following characteristics:
   1. Profiles that are sharp, straight, and free of defects or deformations.
   2. Accurately fitted joints with ends coped or mitered.
   3. Physical and thermal isolation of glazing from framing members.
   4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
   5. Provisions for field replacement of glazing from interior.
   6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
C. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
D. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
   1. At exterior doors, provide compression weather stripping at fixed stops.
E. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
1. At pairs of exterior doors, provide sliding-type weather stripping retained in adjustable strip and mortised into door edge.
2. At exterior doors, provide weather sweeps applied to door bottoms.

F. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.9 ALUMINUM FINISHES

A. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General:

1. Comply with manufacturer's written instructions.
2. Do not install damaged components.
3. Fit joints to produce hairline joints free of burrs and distortion.
4. Rigidly secure nonmovement joints.
5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
6. Seal perimeter and other joints watertight unless otherwise indicated.

B. Metal Protection:

1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

C. Set continuous sill members and flashing in full sealant bed as specified in Section 079200 "Joint Sealants" to produce weathertight installation.

D. Install components plumb and true in alignment with established lines and grades.

E. Install glazing as specified in Section 088000 "Glazing."

F. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.

1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
2. **Field-Installed Entrance Door Hardware**: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

### 3.3 ERECTION TOLERANCES

**A. Erection Tolerances**: Install aluminum-framed entrances and storefronts to comply with the following maximum tolerances:

1. **Plumb**: 1/8 inch in 10 feet; 1/4 inch in 40 feet.
2. **Level**: 1/8 inch in 20 feet; 1/4 inch in 40 feet.
3. **Alignment**:
   a. Where surfaces abut in line or are separated by reveal or protruding element up to 1/2 inch wide, limit offset from true alignment to 1/16 inch.
   b. Where surfaces are separated by reveal or protruding element from 1/2 to 1 inch wide, limit offset from true alignment to 1/8 inch.
   c. Where surfaces are separated by reveal or protruding element of 1 inch wide or more, limit offset from true alignment to 1/4 inch.
4. **Location**: Limit variation from plane to 1/8 inch in 12 feet; 1/2 inch over total length.

END OF SECTION 084113
SECTION 088000 - GLAZING

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 glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
       1. Doors.
       2. Storefront framing.

1.3 DEFINITIONS
   A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
   B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.
   C. Interspace: Space between lites of an insulating-glass unit.

1.4 PERFORMANCE REQUIREMENTS
   A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

1.5 ACTION SUBMITTALS
   A. Product Data: For each glass product and glazing material indicated.
   B. Glass Samples: For each type of the following products; 12 inches square.
       1. Insulating glass. Glass color to match glass color on existing building.

1.6 INFORMATIONAL SUBMITTALS
   A. Qualification Data: For manufacturers of insulating-glass units with sputter-coated, low-e coatings.
   B. Product Certificates: For glass and glazing products, from manufacturer.
C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for coated glass insulating glass.

D. Warranties: Sample of special warranties.

1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications for Insulating-Glass Units with Sputter-Coated, Low-E Coatings: A qualified insulating-glass manufacturer who is approved and certified by coated-glass manufacturer.

B. Installer Qualifications: A qualified installer who employs glass installers for this Project who are certified under the National Glass Association's Certified Glass Installer Program.

C. Glass Testing Agency Qualifications: A qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.

D. Source Limitations for Glass: Obtain ultraclear float glass laminated glass and insulating glass from single source from single manufacturer for each glass type.

E. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.

F. Safety Glazing Labeling: Where safety glazing labeling is indicated, permanently mark glazing with certification label of the manufacturer. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

G. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Protect glazing materials according to manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

B. Comply with insulating-glass manufacturer's written recommendations for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

1.9 PROJECT CONDITIONS

A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
1.10 WARRANTY

A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard form in which coated-glass manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.
   1. Warranty Period: 10 years from date of Substantial Completion.

B. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form in which insulating-glass manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
   1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GLASS PRODUCTS, GENERAL

A. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass lites in thicknesses as needed to comply with requirements indicated.
   1. Thickness of Tinted Glass: Provide same thickness for each tint color indicated throughout Project.

B. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.

C. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

D. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
   1. For monolithic-glass lites, properties are based on units with lites 6.0 mm thick.
   2. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
   3. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, expressed as Btu/sq. ft. x h x deg F.
   4. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBL's WINDOW 5.2 computer program.
   5. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

2.2 GLASS PRODUCTS

A. Clear Annealed Float Glass: ASTM C 1036, Type I, Quality-Q3, Class I (clear) unless otherwise indicated.
B. Heat-Treated Float Glass: ASTM C 1048; Type I; Quality-Q3; Class I (clear) unless otherwise indicated; of kind and condition indicated.
   1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
   2. For uncoated glass, comply with requirements for Condition A.
   3. For coated vision glass, comply with requirements for Condition C (other coated glass).

2.3 INSULATING GLASS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. PPG Industries, Inc

B. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190, and complying with other requirements specified.
   1. Sealing System: Dual seal, with polyisobutylene and silicone primary and secondary.
   2. Spacer: Aluminum with mill or clear anodic finish.
   3. Desiccant: Molecular sieve or silica gel, or blend of both.

C. Glass: Comply with applicable requirements in "Glass Products" Article and in "Laminated Glass" Article as indicated by designations in "Insulating-Glass Types" Article and in "Insulating-Laminated-Glass Types" Article.

2.4 GLAZING GASKETS

A. Dense Compression Gaskets: Molded or extruded gaskets of profile and hardness required to maintain watertight seal, made from one of the following:
   1. Neoprene complying with ASTM C 864.
   2. EPDM complying with ASTM C 864.
   4. Thermoplastic polyolefin rubber complying with ASTM C 1115.

2.5 MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.

D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.

E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
2.6 FABRICATION OF GLAZING UNITS

A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.

B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.

C. Grind smooth and polish exposed glass edges and corners.

2.7 INSULATING-GLASS TYPES

A. Low-e-coated, tinted insulating glass. Basis of Design = PPG Industries Solarban 70XL “tint” + Clear. **Glass to visually match existing building.**
   1. Overall Unit Thickness: 1 inch.
   2. Thickness of Each Glass Lite: 6.0 mm.
   3. Outdoor Lite: Tinted float glass to match existing tint.
   4. Interspace Content: Air.
   5. Indoor Lite: Clear float glass.
   7. Visible Light Transmittance: 40 percent minimum.
   8. Winter Nighttime U-Factor: 0.28 maximum.
   9. Summer Daytime U-Factor: 0.26 maximum.
   10. Solar Heat Gain Coefficient: 0.25 maximum.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
   1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
   2. Presence and functioning of weep systems.
   3. Minimum required face and edge clearances.
   4. Effective sealing between joints of glass-framing members.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that will leave visible marks in the completed work.
3.3 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.

D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.

E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

G. Provide spacers for glass lites where length plus width is larger than 50 inches.
   1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
   2. Provide 1/8-inch minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.

H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.

J. Set glass lites with proper orientation so that coatings face exterior or interior as specified.

3.4 GASKET GLAZING (DRY)

A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.

B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.

C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight
seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

E. Install gaskets so they protrude past face of glazing stops.

3.5 CLEANING AND PROTECTION

A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels and clean surfaces.

B. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer.

C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.

D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

E. Wash glass on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

END OF SECTION 088000
SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Resilient base.
   2. Resilient molding accessories.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches (300 mm) long.
C. Samples for Initial Selection: For each type of product indicated.
D. Samples for Verification: For each type of product indicated and for each color, texture, and pattern required in manufacturer's standard-size Samples, but not less than 12 inches (300 mm) long.
E. Product Schedule: For resilient base and accessory products.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Furnish not less than 10 linear feet (3 linear m) for every 500 linear feet (150 linear m) or fraction thereof, of each type, color, pattern, and size of resilient product installed.

1.5 QUALITY ASSURANCE

A. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
   1. Coordinate mockups in this Section with mockups specified in other Sections.
1.6 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

1.7 FIELD CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 60 degrees or more than 95 deg F (35 deg C), in spaces to receive resilient products during the following time periods:

1. 48 hours before installation.
2. During installation.
3. 48 hours after installation.

B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).

C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 THERMOSET-RUBBER BASE

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Burke Mercer Flooring Products, Division of Burke Industries Inc.
2. Flexco.
3. Tarkett (formerly Johnsonite)
4. Roppe Corporation, USA.

B. Product Standard: ASTM F 1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).

1. Style
   a. Style B, Cove

C. Thickness: 0.125 inch (3.2 mm).

D. Height: 4 inches (102 mm).

E. Lengths: Coils in manufacturer’s standard length.

F. Outside Corners: Job formed.

G. Inside Corners: Job formed.
H. Colors: As selected by Architect from full range of industry colors.

2.2 RUBBER MOLDING ACCESSORY

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Burke Mercer Flooring Products, Division of Burke Industries Inc.
   2. Flexco.
   3. Tarkett (formerly Johnsonite)
   4. Roppe Corporation, USA.

B. Description: Rubber joiner for resilient tile to existing flooring.

C. Profile and Dimensions: As required for each condition.

D. Locations: Provide rubber molding accessories in areas indicated and where there is a change in flooring material.

E. Colors and Patterns: As selected by Architect from full range of industry colors; coordinate with base color selection.

2.3 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

C. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edges of flooring, and in maximum available lengths to minimize running joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

   1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

   1. Installation of resilient products indicates acceptance of surfaces and conditions.
3.2 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

C. Do not install resilient products until they are the same temperature as the space where they are to be installed.
   1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.

D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.3 RESILIENT BASE INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient base.

B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.

D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

E. Do not stretch resilient base during installation.

F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.

G. Preformed Corners: Install preformed corners before installing straight pieces.

H. Job-Formed Corners:
   1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 12 inches in length.
      a. Form without producing discoloration (whitening) at bends.
   2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 6 inches in length.
      a. Miter or cope corners to minimize open joints.

3.4 RESILIENT ACCESSORY INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient accessories.
B. Resilient Stair Accessories:
   1. Use stair-tread-nose filler to fill nosing substrates that do not conform to tread contours.
   2. Tightly adhere to substrates throughout length of each piece.
   3. For treads installed as separate, equal-length units, install to produce a flush joint between units.

C. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.

B. Perform the following operations immediately after completing resilient-product installation:
   1. Remove adhesive and other blemishes from exposed surfaces.
   2. Sweep and vacuum horizontal surfaces thoroughly.
   3. Damp-mop horizontal surfaces to remove marks and soil.

C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513
SECTION 096519 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Luxury Vinyl Tile (LVT).

1.3 ACTION SUBMITTALS

A. Shop Drawings: Include floor tile layouts including direction of tile layout.
   1. Show details of special patterns.

B. Samples for Initial Selection: For each type of floor tile indicated.

C. Samples for Verification: Full-size units of each color and pattern of floor tile required.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Floor Tile: Furnish one box for every 30 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for floor tile installation and seaming method indicated.
1. Engage an installer who employs workers for this Project who are trained or certified by floor tile manufacturer for installation techniques required.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store floor tiles on flat surfaces.

1.9 FIELD CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive floor tile during the following time periods:
   1. 48 hours before installation.
   2. During installation.
   3. 48 hours after installation.

B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.

C. Close spaces to traffic during floor tile installation.

D. Close spaces to traffic for 48 hours after floor tile installation.

E. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For resilient tile flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
   1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

B. Low-Emitting Materials: Flooring system shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.2 LUXURY VINYL FLOOR TILE LVT-1: Printed film vinyl tile

A. Basis-of-Design product: Tarkett Event Collection
   1. Class: Class III, Printed Film Vinyl Tile.
   2. Type: B, Solid Vinyl Floor.

B. Thickness: 0.197 inch (5.0 mm).

C. Size: 12 by 36 inches
D. Wear layer: 30 mil
E. Colors and Patterns: Urban Stone, color as selected by Architect

2.3 LUXURY VINYL TILE FLOOR TILE LVT-2

A. Basis-of-Design product: Subject to compliance with requirements, provide Kardean Da Vinci Stone, Drift CER17.

B. Tile Standard: ASTM F 1700.
   2. Type B: In-register embossed surface.

C. Thickness: 0.125 inch.

D. Size: 12" x 18".

E. Colors and Patterns: Drift CER17

2.4 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by floor tile manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.

C. Floor Polish: Provide protective, liquid floor-polish products recommended by floor tile manufacturer (vct only.)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
   1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.
B. Concrete Substrates: Prepare according to ASTM F 710.

1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
3. Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 11 pH.
4. Moisture Testing: Proceed with installation only after substrates pass testing according to floor tile manufacturer's written recommendations, but not less stringent than the following:
   a. Perform anhydrous calcium chloride test according to ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 8 lb of water/1000 sq. ft. in 24 hours.
   b. Perform relative humidity test using in situ probes according to ASTM F 2170. Proceed with installation only after substrates have a maximum 90 percent relative humidity level.
   c. The rates above are based on general manufacturer's requirements; verify exact requirement with product to be installed.

C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

1. Provide a minimum of 1 bag of Ardex Feather Finish per every 125 square feet of area to receive vinyl flooring product.

D. Do not install floor tiles until they are the same temperature as the space where they are to be installed.

1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.

E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.3 FLOOR TILE INSTALLATION

A. Comply with manufacturer's written instructions for installing floor tile.

B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.

1. Lay tiles square with room axis.

C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.

D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.

E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.

G. Install floor tiles on covers for telephone and electrical ducts, building expansion-joint covers, and similar items in finished floor areas. Maintain overall continuity of color and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.

H. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.4 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.

B. Perform the following operations immediately after completing floor tile installation:
   1. Remove adhesive and other blemishes from exposed surfaces.
   2. Sweep and vacuum surfaces thoroughly.
   3. Damp-mop surfaces to remove marks and soil.

C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

D. Cover floor tile until Substantial Completion.

END OF SECTION 096519
SECTION 099100 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes surface preparation and field painting of exposed exterior and interior items and surfaces.

1. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.

B. Paint exposed surfaces, except where these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Architect will select from standard colors and finishes available.

1. Painting includes field painting of exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron supports, and surfaces of mechanical and electrical equipment that do not have a factory-applied final finish.

C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.

1. Prefinished items include the following factory-finished components:

   a. Architectural woodwork.
   b. Finished mechanical and electrical equipment.
   c. Light fixtures.
   d. Toilet Partitions
   e. Pre-finished metal louvers.
   f. Pre-finished metal building panels (walls and roof)

2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:

   a. Foundation spaces.
   b. Furred areas.
   c. Ceiling plenums.
   d. Utility tunnels.
   e. Pipe spaces.
   f. Duct shafts.

3. Finished metal surfaces include the following:

   a. Anodized aluminum.
4. Operating parts include moving parts of operating equipment and the following:

   a. Valve and damper operators.
   b. Sensing devices.
   c. Motor and fan shafts.

5. Labels: Do not paint over UL, FMG, or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

D. Related Sections include the following:

1. Division 5 Section "Structural Steel" for shop priming structural steel.
2. Division 5 Section "Metal Fabrications" for shop priming ferrous metal.
3. Division 6 Section "Interior Architectural Woodwork" for shop priming interior architectural woodwork.
4. Division 8 Section "Steel Doors and Frames" for factory priming steel doors and frames.
5. Division 9 Section "Gypsum Board Assemblies" for surface preparation of gypsum board.

1.3 DEFINITIONS

A. General: Standard coating terms defined in ASTM D 16 apply to this Section.

1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
2. Eggshell refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.
3. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
4. Full gloss refers to high-sheen finish with a gloss range more than 70 when measured at a 60-degree meter.

1.4 SUBMITTALS

A. Product Data: For each paint system indicated. Include block fillers and primers.

1. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
2. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.

B. Qualification Data: For Applicator.

1.5 QUALITY ASSURANCE

A. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
B. Source Limitations: Obtain primers for each coating system from the same manufacturer as the finish coats.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:

1. Product name or title of material.
2. Product description (generic classification or binder type).
3. Manufacturer's stock number and date of manufacture.
4. Contents by volume, for pigment and vehicle constituents.
5. Thinning instructions.
6. Application instructions.
7. Color name and number.
8. VOC content.

B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain storage containers in a clean condition, free of foreign materials and residue.

1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.

1.7 PROJECT CONDITIONS

A. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F.

B. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F.

C. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

1.8 EXTRA MATERIALS

A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.

1. Quantity: Furnish Owner with an additional 5 percent, but not less than 1 gal. or 1 case, as appropriate, of each material and color applied.

PART 2 - PRODUCTS
2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

B. Manufacturers’ Names: Shortened versions (shown in parentheses) of the following manufacturers’ names are used in other Part 2 articles:

1. Benjamin Moore & Co. (Benjamin Moore).
2. PPG Industries, Inc. (Pittsburgh Paints).
4. Kelly-Moore Paint Co. (Kelly-Moore)

2.2 PAINT MATERIALS, GENERAL

A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.

1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.

2.3 INTERIOR PRIMERS

A. Interior Concrete and Masonry Primer: Factory-formulated alkali-resistant acrylic-latex interior primer for interior application.

2. Pittsburgh Paints; 6-2 SpeedHide Interior Quick-Drying Latex Sealer: Applied at a dry film thickness of not less than 1.0 mil.
3. Sherwin-Williams; Loxon Concrete & Masonry Primer B28W8300: Applied at a dry film thickness of not less than 3.0 mils.
4. Kelly-Moore; 247 Acry-Shield 100% Acrylic Masonry Primer: Applied to a dry film thickness of not less than 1.5 mils.

B. Interior Gypsum Board Primer: Factory-formulated latex-based primer for interior application.

2. Pittsburgh Paints; 6-2 SpeedHide Interior Quick-Drying Latex Sealer: Applied at a dry film thickness of not less than 1.0 mil.
3. Sherwin-Williams; Pro Mar 200 Latex Wall Primer B28W8200 Series: Applied at a dry film thickness of not less than 1.6 mils.
4. Kelly-Moore; 971 Acry-Plex Interior PVA Primer/Sealer: Applied to a dry film thickness of not less than 1.5 mils.
C. Interior Wood Primer for Acrylic-Enamel and Semigloss Alkyd-Enamel Finishes: Factory-formulated alkyd- or acrylic-latex-based interior wood primer.
1. Benjamin Moore; Moorcraft Super Spec Alkyd Enamel Underbody and Primer Sealer No. 245: Applied at a dry film thickness of not less than 1.5 mils.
2. Pittsburgh Paints; 17-955 Seal Grip Latex Enamel Undercoater: Applied at a dry film thickness of not less than 1.2 mils.
3. Sherwin-Williams; Premium Wall and Wood Primer B49W8111 Series: Applied at a dry film thickness of not less than 1.6 mils.
4. Kelly-Moore; 973 Acry-Plex Zero VOC interior Wall Primer & Undercoat: Applied at a dry film thickness of not less than 1.5 mils.

1. Benjamin Moore; Moore's IMC Alkyd Metal Primer No. M06: Applied at a dry film thickness of not less than 2.0 mils.
2. Pittsburgh Paints; Speedhide Interior/Exterior Rust Inhibitive Steel Primer 6-208: Applied at a dry film thickness of not less than 2.3 mils.
3. Sherwin-Williams; Pro Industrial Pro-Cryl Universal Waterbased Metal Primer, B66W310: Applied at a dry film thickness of not less than 3.0 mils.
4. Kelly-Moore; 1712 All Metal Guard White Rust-Inhibitive Primer: Applied to a thickness of not less than 1.5 mils.

2.4 INTERIOR FINISH COATS

A. Interior Semigloss Latex Enamel: Factory-formulated semigloss latex enamel for interior application. (For Interior Drywall where indicated)
1. Benjamin Moore; Moorcraft Eco Spec Latex Semi-Gloss Enamel No. 224: Applied at a dry film thickness of not less than 1.2 mils.
2. Pittsburgh Paints; Pure Performance 0 VOC Latex Semi-Gloss: Applied at a dry film thickness of not less than 1.0 mil.
3. Sherwin-Williams; Pro Mar 200 0 VOC Semi-Gloss: Applied at a dry film thickness of not less than 1.3 mils.
4. Kelly-Moore; 1650 Acry-Plex 100% Acrylic Interior Semi-Gloss Enamel: Applied at a dry film thickness of not less than 1.6 mils.

B. Interior Egg Shell (Satin) Latex Enamel: Factory-formulated satin latex interior enamel. (For Interior Drywall)
1. Benjamin Moore; Moorcraft Eco Spec Latex EgShell Enamel No. 223: Applied at a dry film thickness of not less than 1.2 mils.
2. Pittsburgh Paints; Pure Performance 0 VOC Latex Eg-Shell: Applied at a dry film thickness of not less than 1.0 mil.
3. Sherwin-Williams; Pro Mar 200 0 VOC Satin: Applied at a dry film thickness of not less than 1.3 mils.
4. Kelly-Moore; 1610 Acry-Plex 100% Acrylic Interior Eggshell Enamel: Applied at a dry film thickness of not less than 1.6 mils.
5. Kelly-Moore; 1640 Acry-Plex 100% Acrylic Interior Satin Enamel: Applied at a dry film thickness of not less than 1.6 mils.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application.

1. Proceed with paint application only after unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
2. Start of painting will be construed as Applicator's acceptance of surfaces and conditions within a particular area.

B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

1. Notify Architect about anticipated problems when using the materials specified over substrates primed by others.

3.2 PREPARATION

A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.

B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.

1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

C. Vinyl Wallcovering Removal: Before applying paint or other surface treatments, removal existing vinyl wallcovering at any wall within the scope of work in its entirety, and prepare drywall surface to receive new paint finish.

1. Schedule wallpaper removal to coordinate with other trades schedules.
2. Completely coat drywall with drywall mud to ensure a smooth and uniform surface.

D. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.

1. Provide barrier coats over incompatible primers or remove and reprime.
2. Cementitious Materials: Prepare concrete, concrete unit masonry, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
   a. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
   b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces if moisture content exceeds that permitted in manufacturer's written instructions.

3. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
   a. Blast steel surfaces clean as recommended by paint system manufacturer and according to SSPC-SP 6/NACE No. 3.
   b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
   c. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.

4. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.

E. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
   1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
   2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
   3. Use only thinners approved by paint manufacturer and only within recommended limits.

F. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION
A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
   1. Paint colors, surface treatments, and finishes are indicated in the paint schedules. Interior corridor wall color: Sherwin Williams SW 6246 “North Star”
   2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
   3. Provide finish coats that are compatible with primers used.
   4. The term “exposed surfaces” includes areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in
place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.

5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.

6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.

7. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.

8. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.

9. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.

10. Sand lightly between each succeeding enamel or varnish coat.

B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.

2. Omit primer over metal surfaces that have been shop primed and touchup painted.

3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.

C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.

1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.

2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.

3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.

D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.

E. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.

F. Mechanical items to be painted include, but are not limited to, the following:

1. Uninsulated metal piping.
2. Uninsulated plastic piping.
3. Pipe hangers and supports.
4. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
5. Duct, equipment, and pipe insulation having "all-service jacket" or other paintable jacket material.

G. Electrical items to be painted include, but are not limited to, the following:
1. Switchgear.
2. Panelboards.
3. Electrical equipment that is indicated to have a factory-primed finish for field painting.
4. Exposed conduit.

H. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.

I. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

J. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.

K. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 FIELD QUALITY CONTROL
A. Owner reserves the right to invoke the following test procedure at any time and as often as Owner deems necessary during the period when paint is being applied:
1. Owner will engage a qualified independent testing agency to sample paint material being used. Samples of material delivered to Project will be taken, identified, sealed, and certified in the presence of Contractor.
2. Owner may direct Contractor to stop painting if test results show material being used does not comply with specified requirements. Contractor shall remove noncomplying paint from Project site, pay for testing, and repaint surfaces previously coated with the noncomplying paint. If necessary, Contractor may be required to remove noncomplying paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.

3.5 CLEANING
A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

3.6 PROTECTION

A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.

B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.

1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.7 INTERIOR PAINT SCHEDULE

A. Concrete Unit Masonry: Provide the following finish systems over interior concrete masonry:

1. Semi-gloss Acrylic-Enamel Finish: Two coats over block filler
   a. Primer: Concrete unit masonry block filler.
   b. Finish coats: Semi-gloss acrylic enamel

B. Gypsum Board: Provide the following finish systems over interior gypsum board surfaces:

1. Satin Latex Enamel Finish: Two finish coats over a primer.
   a. Primer: Interior gypsum board primer.
   b. Finish Coats: Interior satin latex enamel.

2. Semi-Gloss Acrylic-Enamel Finish (accent paint): Two finish coats over a tinted primer.
   a. Primer: Interior gypsum board tinted primer.

3. Full-Gloss Acrylic-Enamel Finish (accent paint): Two finish coats over a tinted primer.
   a. Primer: Interior gypsum board tinted primer.

C. Wood and Hardboard: Provide the following paint finish systems over new interior wood surfaces:

1. Full-Gloss Acrylic-Enamel Finish: Two finish coats over a wood primer.

D. Ferrous Metal: Provide the following finish systems over ferrous metal:
1. Full-Gloss Acrylic-Enamel Finish: Two finish coats over a primer.

END OF SECTION 099100
SECTION 102600 - WALL AND DOOR PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Wall covering.
2. Crash rails.
3. Corner guards

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, impact strength, dimensions of individual components and profiles, and finishes.
2. Include fire ratings of units recessed in fire-rated walls and listings for door-protection items attached to fire-rated doors.

B. Shop Drawings: For each type of wall and door protection showing locations and extent.

1. Include plans, elevations, sections, and attachment details.

C. Samples for Verification: For each type of exposed finish on the following products, prepared on Samples of size indicated below:

1. Wall covering: 8x10 inch panel.
2. Crash rail: 12 inches long.

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of product.

B. Material Certificates: For each type of exposed plastic material.

C. Sample Warranty: For special warranty.
1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of wall and door protection product to include in maintenance manuals.

1. Include recommended methods and frequency of maintenance for maintaining best condition of plastic covers under anticipated traffic and use conditions. Include precautions against using cleaning materials and methods that may be detrimental to finishes and performance.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store wall and door protection in original undamaged packages and containers inside well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity.

1.7 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of wall- and door-protection units that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including detachment of components from each other or from the substrates, delamination, and permanent deformation beyond normal use.

b. Deterioration of metals, metal finishes, plastics, and other materials beyond normal use.

2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain wall- and door-protection products from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Surface Burning Characteristics: Comply with ASTM E 84 or UL 723; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: 25 or less.
2. Smoke-Developed Index: 450 or less.

2.3 WALL COVERING

A. Surface-Mounted, Engineered PETG Rigid sheet: Manufacturer’s standard high-impact sheet with texture. Chemical and stain resistance should be per ASTM D543 standards as established by the manufacturer. Basis of Design- Construction Specialties, Inc. Acrovyn rigid sheet.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Construction Specialties, Inc.
   b. InPro Corporation.
2. Height: as indicated on the drawings.
4. Joints: Color-matched caulk or matching trim as needed for joints/ transitions.

2.4 CRASH RAILS

A. Surface-Mounted, Plastic-Cover Crash Rails: Manufacturer’s standard assembly consisting of snap-on, resilient plastic cover installed over retainer; including mounting hardware. Basis of Design- Construction Specialties, Inc. Acrovyn SCR-48MN

1. Basis of Design: Provide products by:
   a. Construction Specialties, Inc.
2. Height: 5 inches, mounted at 3 feet above finish floor.
4. Retainer: Continuous aluminum

B. Regrind PETG: PVC-free regrind absorption cushion.

C. Aluminum: Extruded aluminum should be 6063-T6 alloy, nominal .075” (1.91mm) thickness. Minimum strength and durability properties as specified in ASTM B221.

D. Fasteners: All fasteners to be non-corrosive and compatible with aluminum components. All necessary fasteners to be supplied by the manufacturer.

2.5 CORNER GUARDS

A. Surface-Mounted, Plastic-Cover Corner Guards: Manufacturer’s standard assembly consisting of snap-on, resilient plastic cover installed over retainer; including mounting hardware; fabricated with 90- or 135-degree turn to match wall condition.

1. Basis of Design: Provide products by:
   a. Construction Specialties, Inc.
2. Cover: Extruded rigid plastic, minimum 0.078-inch (2.0-mm) wall thickness; as follows:
   a. Profile: Nominal 2-inch- (50-mm-) long leg and 1/4-inch (6-mm) corner radius.
   b. Height: 8 feet (1.2 m).
   c. Color and Texture: To match Wall Covering or as selected by Architect from manufacturer’s standard colors.
3. Continuous Retainer: Minimum 0.060-inch- (1.5-mm-) thick, one-piece, extruded aluminum.
4. Retainer Clips: Manufacturer’s standard impact-absorbing clips.
5. Top and Bottom Caps: Prefabricated, injection-molded plastic; color matching cover; field adjustable for close alignment with snap-on cover.

2.6 END-WALL GUARDS

A. Surface-Mounted, Plastic-Cover, End-Wall Guard: Manufacturer's standard assembly consisting of snap-on, resilient plastic cover installed over continuous retainer; including mounting hardware.

1. Basis of Design: Provide products by:
   a. Construction Specialties, Inc.

2. Cover: Extruded rigid plastic, minimum 0.078-inch (2.0-mm) wall thickness; as follows:
   a. Profile: Nominal 2-inch- (50-mm-) long leg and 1/4-inch (6-mm) corner radius.
   b. Height: 8 feet (1.2 m).
   c. Color and Texture: To match Corner Guards.

3. Retainer: Minimum 0.060-inch- (1.5-mm-) thick, one-piece, extruded aluminum.

2.7 FABRICATION

A. Fabricate wall and door protection according to requirements indicated for design, performance, dimensions, and member sizes, including thicknesses of components.

B. Factory Assembly: Assemble components in factory to greatest extent possible to minimize field assembly. Disassemble only as necessary for shipping and handling.

C. Quality: Fabricate components with uniformly tight seams and joints and with exposed edges rolled. Provide surfaces free of wrinkles, chips, dents, uneven coloration, and other imperfections. Fabricate members and fittings to produce flush, smooth, and rigid hairline joints.

2.8 FINISHES

A. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and wall areas, with Installer present, for compliance with requirements for installation tolerances, fire rating, and other conditions affecting performance of the Work.
B. Examine walls to which wall and door protection will be attached for blocking, grounds, and other solid backing that have been installed in the locations required for secure attachment of support fasteners.

1. For wall and door protection attached with adhesive, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Complete finishing operations, including painting, before installing wall and door protection.

B. Before installation, clean substrate to remove dust, debris, and loose particles.

3.3 INSTALLATION

A. Installation Quality: Install wall and door protection according to manufacturer’s written instructions, level, plumb, and true to line without distortions. Do not use materials with chips, cracks, voids, stains, or other defects that might be visible in the finished Work.

B. Mounting Heights: Install wall and door protection in locations and at mounting heights indicated on Drawings.

3.4 CLEANING

A. Immediately after completion of installation, clean plastic covers and accessories using a standard ammonia-based household cleaning agent.

B. Remove excess adhesive using methods and materials recommended in writing by manufacturer.

END OF SECTION 102600
SECTION 260015 - GENERAL CONDITIONS FOR ALL ELECTRICAL WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including Conditions of the Contract (General and Supplementary Conditions) and Division 01 specification sections, apply to work of this section.

B. The requirements of this section apply to all sections of electrical and all sections that are installed by the electrical contractor.

1.2 DESCRIPTION OF WORK

A. This section covers the general provisions of the electrical specifications applicable to the following systems:
   1. Electrical power.

B. The use of the word "electrical" in any specification contained within the electrical, signal, or life safety division sections shall include all aspects of each systems complete install.

C. The use of the word "pipe" shall refer to all electrical raceway.

1.3 DRAWINGS

A. These specifications are accompanied by drawings of the building and details of the installations showing the locations of equipment. The drawings and these specifications are complementary to each other, and what is called for by one shall be as binding as if called for by both.

B. Drawings and specification conflicts shall be identified as early as possible to ensure conflict resolution prior to installation. The contractor shall not install any equipment with known conflicts or pending information requests. The contractor shall contact the Engineer of Record or their representative for information clarification prior to installing any item that is in question. The contractor shall not install any equipment that is not consistent with the manufacturers approved installation instructions unless directed by the engineer.

C. In all cases all installations shall be at least in accordance with all the approved codes and their local amendments. The drawings and specifications may exceed local code allowances and the most stringent applies. The existence or allowance of a practice or product by code does not supersede requirements of the drawings and specifications. In other words, just because it is allowed by code does not mean that it is allowed on this project.

D. If any departures from the drawings are deemed necessary by the Contractor, details of such departures and the reasons therefore shall be submitted to the Owner's Representative for approval. No departures shall be made without prior written approval by the Owner’s Representative.

E. There are intricacies of construction which are impractical to specify or indicate in detail; however, in such cases, the current rules of good practice and applicable specifications shall govern. In all cases the requirements specified in the NEC and local jurisdiction shall be followed.
F. It is the Contractor’s responsibility to properly use all information found on the Architectural, Security and Electrical drawings and applicable shop drawings where such information affects his work. The contractor shall review the entire construction document set both prior to bid and construction.

G. Any installation that is not in compliance with these requirements shall be corrected at the contractors cost and responsibility.

1.4 BIDDING

A. The contractor is responsible for bidding complete and working systems. In the event that some part of the system is not included in the construction document or the specifications and it is a necessary part of the system to work properly, the contractor shall include that work as part of the bid amount.

B. The contractor is not responsible for interpreting additional accessory options that are not included in the drawings or specifications or equipment that is not shown or indicated as part of the entire contract documents or specifications.

C. The contractor shall review the entire set of specifications and contract documents for all equipment and connections requiring electrical work.

1.5 CONSTRUCTION REQUIREMENTS

A. The architectural and electrical plans and specifications and other pertinent documents issued by the Architect are a part of these specifications and the accompanying electrical drawings and shall be complied with in every respect. All the above is included in the Contract Documents and shall be examined by all bidders. Failure to comply shall not relieve the Contractor of responsibility or be used as a basis for additional compensation because architectural or Security System details were not included in the electrical drawings.

B. It is the intent of the Contract Documents to provide an installation complete in every respect. In the event that additional details or special construction may be required for work indicated or specified in this section or work specified in other sections, it shall be the responsibility of the Contractor to provide same as well as to provide material and equipment usually furnished with such systems or required to complete the installation, whether mentioned or not.

C. The electrical and associated drawings are necessarily diagrammatic in character and do not show every connection in detail or every pipe or conduit in its exact location. These details are subject to the requirements of ordinances and also architectural conditions. It shall be the contractor’s responsibility to coordinate with other disciplines to facilitate their equipment installation.

D. The Contractor shall carefully investigate structural and finish conditions and shall coordinate the separate trades in order to avoid interference between the various phases of work. Work shall be laid out so that it will be concealed in furred chases and above suspended ceilings, etc. in finished portions of the building, unless specifically noted to be exposed. Work shall be installed to avoid crippling of structural members; therefore, inserts to accommodate hangers shall be set before concrete is poured, and proper openings through floor, walls, beams, etc. shall be provided as hereinafter specified or as otherwise indicated or required. All work shall be installed parallel or perpendicular to the lines of the building unless otherwise noted.
E. Conduit and equipment are generally intended to be installed true and square to the building construction and located as high as possible against the structure in a neat and workmanlike manner. The plans do not show all required offsets, elbows, and other location details. Work shall be concealed in all finished areas. Conduit is intended to be installed with factory fittings or bent in a professional, workmanlike manner.

F. The Contractor, by submitting a bid on this work, sets forth that he has the necessary technical training and ability, and that he will install his work in a satisfactory and workmanlike manner which is up to the best standards of the trade, complete and in good working order. If any of the requirements of the plans and specifications are impossible of performance, or if the installation when made in accordance with such requirements will not perform satisfactorily, he shall report same to the Owner’s Representative for correction promptly after discovery of the discrepancy.

G. No extra compensation will be allowed for extra work or change caused by failure to comply with the above requirements.

1.6 JOB CONDITIONS
A. Submittal of bid implies bidder has read paragraphs of the specifications and will be bound by their conditions.

B. Contractor Qualifications: A minimum of five years’ experience installing commercial electrical power lighting and special systems, similar to those described in these specifications, and make available at the owner or engineer’s request a list of five previous projects including name of project and contact person names and phone numbers as a separate document in addition to the bid or proposal submitted.

C. Contractor must be licensed and hold a current contracting license that has been valid for a minimum of five years in the local State.

D. Contractor must be able to bond work for performance of work being bid and provide a written statement from the bonding agency proposed to be used for this project as a separate document in addition to the bid or proposal submitted. The bonding agency proposed to be used shall have a Best’s insurance rating of A or A+.

1.7 INSPECTION OF THE SITE
A. The Contractor shall visit the site, verifying all existing items indicated on drawings and/or specified, and familiarize himself with the existing work conditions, hazards, structures, equipment, systems, facilities, and local requirements. The submission of bids shall be deemed evidence of such visits. All proposals shall take these existing conditions into consideration, and the lack of specific information shall not relieve the Contractor of any responsibility.

1.8 PERMITS, UTILITY CONNECTIONS, AND INSPECTIONS
A. Fees and Costs: The contractor shall obtain and pay for all permits and inspection fees, for all work included therein.

B. Compliance: The Contractor shall comply in every respect with all requirements of local inspection departments, Board of Fire Underwriters, local ordinances and codes, and utility company requirements. In no case does this relieve the Contractor of the responsibility of complying with these specifications and drawings where specified conditions are of a higher
quality than the requirements of the above-specified offices. Where requirements of the specifications and drawings are below the requirements of the above offices having jurisdiction, the Contractor shall make installations in compliance with the requirements of the above offices.

C. Certification: Prior to final acceptance, the Contractor shall furnish a certificate of acceptance from the inspection departments having jurisdiction over the work for any and all work installed under this Contract. Any additional labor costs incurred as a result of a substitution shall be the Contractor’s responsibility.

1.9 EXISTING FACILITIES

A. 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 or replacing 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 and special systems 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. Barricades shall clearly indicate with signage that which they are protecting. Contractor shall observe all OSHA rules.

B. Outages of services as required by the new installation will be permitted but only at a time approved by the Owner. The Contractor shall allow the Owner two 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. Unless otherwise scheduled by the Owner, planned shutdowns of the existing facilities shall occur between 6 p.m. Friday through 5 am Monday. The existing building shall be ready for morning start-up by 5 am Monday.

1.10 SUBMITTAL DATA

A. General: As soon as practical and within 30 days after the date of award of contract and before purchasing or starting installation of any materials or equipment, the Contractor prepare or cause to be prepared product data and other submittals as required by the contract documents, hereinafter referred to as “Submittal Data.” The Contractor shall review and approve all submittal data for compliance with the contract documents, manufacturer’s recommendations, adequacy, clearances, code compliance, safety, and coordination with associated work.

B. The Contractor shall submit approved submittal data to the Owner’s Representative for review and comment as to general conformance with the design concept and general compliance with information given in the contract documents. Owner’s Representative’s review shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with other trades or work, or construction safety and precautions, all of which are the sole responsibility of the Contractor. The reviewers shall make every effort to “catch” discrepancies and identify these to the contractor prior to ordering equipment. However, it shall remain the contractor’s responsibility to order and install the equipment as listed in the drawings and specifications. At the owner’s representative’s discretion, a detailed submittal may be required.

C. The Engineer’s review of Submittals and Brochures shall not relieve the Contractor of the responsibility for dimensions, errors that may be contained therein, or deviations from Contract Document requirements. It shall be clearly understood that the Engineer’s noting some errors but overlooking others does not grant the Contractor permission to proceed in
error. Regardless of any information contained in the Shop Drawings, the requirements of the Contract Documents shall govern and are not waived or superseded in any way by the submittal data review.

D. The Contractor shall clearly and specifically identify and call to the attention of the Owner’s Representative any deviation from the contract documents for which Owner acceptance is desired. The responsibility for such a deviation accepted by the Owner shall remain with the Contractor.

E. Timeliness: The burden of timeliness in the complete cycle of submittal data is on the Contractor. The Contractor shall allow a minimum of two (2) weeks’ time frame for the submittal cycle of each submission by the Owner’s Representative. The Contractor is responsible for allowing sufficient time in the construction schedule to cover the aforementioned cycles of data processing, including time for all re-submission cycles on non-conforming materials, equipment, etc. covered by the data submitted. Construction delays and/or lack of timeliness in the above regard are the responsibility of the Contractor and will not justify any request for scheduled construction time extensions or extra compensation.

F. Work performed in accordance with approved submittal data that is not in accordance with the Contract Documents and did not have the specific acceptance of the Owner’s Representative shall be replaced at Contractor’s cost.

G. Submittals shall be provided in the following format:
1. The submittal brochures shall be in pdf format. The first page shall be titled “ELECTRICAL SUBMITTAL INFORMATION” and shall list the name and location of project, the Owner, the Engineer(s), the General Contractor, and the Subcontractors installing equipment represented in the brochure.
2. A table of contents will follow the first page and shall list all of the sections contained in the specification manual. Each section will be tabbed and will include its’ respective brochures. All brochures will be three-hole punched and folded (if required). Each submittal section will correspond to the appropriate specification section number.
3. Provide submittal data for all materials to be used on this project as indicated in each specification manual section.
4. Brochures submitted shall contain only information which is relevant to the particular equipment or materials to be furnished. Do not submit catalogs that describe several different items other than those items to be used unless all irrelevant information is marked out or relevant information is clearly marked.
5. Brochures: Brochures submitted to the Engineer shall be published by the Manufacturers and shall contain complete and detailed engineering and dimensional information to show that the equipment will fit into the allotted space.
6. Any submittal that is disapproved must be resubmitted within two (2) weeks following notification of such disapproval. If no satisfactory material is submitted within the two-week period, the Engineer reserves the right to require the Contractor to furnish items exactly as described in the Contract Documents.
7. No allowances will be made for submittals which are not made in a timely fashion or which are turned down because they do not meet the specifications. Should delivery problems arise due to the above, affecting the completion time of the project, the Contractor will furnish and install acceptable alternates until the proper materials arrive and then replace the alternate materials with the approved materials, all at no cost to the Owner, Architect, or Engineer. If the Contractor is not able to furnish an acceptable alternate until the proper materials arrive, he will assume all costs for furnishing and installing all alternates as directed by the Engineer.
8. Submittal shall have the certification information as listed hereafter.
9. Submittal data for each section must be complete. Partial submittals, or submittals not in the specified format, will be rejected and returned to the Contractor without further review.
H. All equipment installed on this project shall have local (within 125 miles) representation, local factory-authorized service, and a local stock of repair parts. This requirement is essential and will be strictly reviewed by the Owner’s Representative prior to concurrence with the Contractor’s approval for all submittals covered by electrical division sections.

I. These paragraphs related to electrical divisions submittal data rescind, amend, and supersede any provisions to the contrary contained in the Project Manual.

1.11 CERTIFICATION OF SUBMITTAL DATA

A. The Contractor shall provide the following certification with all submittal data furnished to the Owner’s Representative for review and comment.

Project Title:

Description of Submittal Data:

This is to certify that the above-described submittal data has been reviewed and is approved for compliance with the Contract Documents, manufacturer's recommendation, adequacy, clearances, code compliance, safety, and coordination with other trades and/or work except as follows: (list “none” or itemize and explain). In addition, the Contractor shall submit to the Owner's Representative a signed statement from each representative certifying as follows:

EXCEPTIONS:

“I certify that the materials and/or equipment listed below have been personally inspected by the undersigned authorized manufacturer's representative and is properly installed and operating in accordance with the manufacturer’s recommendations and are asbestos free.”

Name and Company

1.12 ACCEPTANCE OF MATERIALS AND EQUIPMENT

A. Owner’s Manual: After the submittals have been accepted the Contractor is requested to include a minimum of three (3) additional copies for insertion in the project’s Owner's Manuals at the completion of the project.

B. NOTICE: The Contractor is responsible for providing materials and equipment that conform to the requirements of the project manual in every respect unless a deviation has been “accepted” in writing. Removal of any nonconforming materials and equipment and the replacement with conforming materials and equipment shall be at the Contractor’s sole expense, regardless of when nonconformance was discovered. If the owner or owner's representative elects to keep the equipment it shall be contractors responsibility to provide any additional connections or services required to make the equipment function as specified or required by the manufacturer. The contractor shall coordinate with other subs for any different material requirements (wire size, breakers, cooling, mounting requirements, etc.).

C. Approval of materials and equipment shall be based on manufacturer's published data and shall be tentatively subject to the submission of complete shop drawings which comply with
the contract documents. Approval is also dependent upon the existence of adequate and acceptable clearances for entry, servicing, and maintenance.

D. Approval of materials and equipment under this provision shall not be construed as authorizing any deviations from the specifications, unless the attention of the Owner’s Representative has been directed in writing to the specific deviations. Data submitted shall not contain unrelated information unless all pertinent information is properly identified.

1.13 SITE OBSERVATION

A. Site observation by the Architect, Engineer, and/or Owner’s Representative is for the express purpose of verifying compliance by the Contractor with the contract documents, and shall not be construed as construction supervision nor indication of approval of the manner or location in which the work is being performed as being a safe practice or place.

1.14 SUPERVISION

A. In addition to the Superintendent required under the conditions of the contract, each subcontractor shall keep a competent superintendent or foreman on the job at all times.

B. It shall be the responsibility of each superintendent to study all plans and familiarize himself with the work to be done by other trades. He shall coordinate his work with other trades and, before material is fabricated or installed, make sure that his work will not cause an interference with another trade. Where interferences are encountered, they shall be resolved at the jobsite by the superintendents involved. Where interferences cannot be resolved without major changes to the plans, the matter shall be referred to the Owner’s Representative for comments.

1.15 MANUFACTURER’S RECOMMENDATIONS

A. The manufacturer’s published directions shall be followed in the delivery, storage, protection, installation, piping, and wiring of all equipment and material. The Contractor shall promptly notify the Owner’s Representative, in writing, of any conflict between the requirements of the contract documents and the manufacturer’s directions and shall obtain the Owner’s Representative’s comments before proceeding with the work. Should the Contractor perform any such work that does not comply with the manufacturer’s directions or applicable comments from the Owner’s Representative, he shall bear all costs arising in connection with the correction of such deficiencies.

1.16 CHECKING AND TESTING MATERIALS AND/OR EQUIPMENT

A. Before final acceptance of the work, an authorized representative of the manufacturer of the installed materials and/or equipment shall personally inspect the installation and operation of his materials and/or equipment to determine that it is properly installed and in proper operating order. Testing and checking shall be accomplished during the course of the work where required by work being concealed, and at the completion of the work otherwise. In addition, the Contractor shall submit to the Owner’s Representative a signed statement from each representative certifying as follows:

“I certify that the materials and/or equipment listed below have been personally inspected by the undersigned authorized manufacturer’s representative and is properly installed and operating in accordance with the manufacturer’s recommendations and are asbestos free.”
1.17 OPERATING AND MAINTENANCE INSTRUCTION

A. The Contractor shall prepare for the owner’s manual hereinafter specified complete sets of operating and maintenance instruction’s, control and interlock diagrams, manuals, parts lists, etc. for each item of equipment. These are to be assembled as hereinafter specified for owner’s manual.

B. In addition, the Contractor shall provide the service of a competent engineer or a technician acceptable to the Owner’s Representative to instruct a representative of the Owner in the complete and detailed operation of all equipment and systems. These instructions shall be provided for a period of sufficient duration to fully accomplish the desired results. Upon completion of these instructions, a letter of release will be required, acknowledged by the Owner, stating the dates of instruction and personnel to whom instructions were given.

C. Additional diagrams, operating instructions, etc. shall be provided as specified hereinafter in the other sections of these specifications.

1.18 APPLICABLE CODES AND STANDARDS

A. The installation shall meet the minimum standards prescribed in the latest editions of the following listed codes and standards, which are made a part of these specifications, except as may be hereinafter specifically modified in these specifications and associated drawings.
1. National Fire Protection Association Standards (NFPA):
   a. NFPA No. 10, Portable Fire Extinguishers
   b. NFPA No. 54, National Fuel and Gas Code
   c. NFPA No. 70, National Electrical Code
   e. NFPA No. 255, Method of Test of Surface Burning Characteristics of Building Materials
3. American Society of Mechanical Engineers (ASME): Section IV, V, CSD-1
5. National Electrical Manufacturers’ Association (NEMA): All applicable manuals and standards.
7. Occupational Safety and Health ACT (OSHA): National Sanitation Foundation, Standard No. 2
8. Americans with Disabilities Act, 1990
9. State jurisdiction Accessibility Standards
10. American Gas Association (AGA)
11. Underwriters Laboratories, Inc. (UL)
12. Applicable State Building Codes (Uniform Building Codes, as amended):
13. All County codes related to mechanical, electrical, plumbing, and system equipment; piping; conduit; wiring; etc. furnished and installed under these specifications.
14. All City ordinances related to mechanical, electrical, plumbing, and systems and equipment; piping; conduit; wiring; etc. furnished and installed under these specifications.
15. Refer to specification sections heretofore bound for additional codes and standards.

B. All materials and workmanship shall comply with all applicable city, state, and national codes, specifications, and industry standards. All materials shall be listed by the Underwriters Laboratories, Inc. as conforming to its standards and so labeled in every case where such a standard has been established for the particular type of material in question.
C. The contract documents are intended to comply with the aforementioned rules and regulations; however, some discrepancies may occur. Where such discrepancies occur, the Contractor shall immediately notify the Owner’s Representative in writing of said discrepancies and apply for an interpretation. Should the discovery and notification occur after the execution of a contract, any additional work required for compliance with said regulations shall be paid for as covered by Division 1 of these contract documents, providing no work or fabrication of materials has been accomplished in a manner of noncompliance. Should the Contractor fabricate and/or install materials and/or workmanship in such a manner that does not comply with the applicable codes, rules, and regulations, the Contractor who performed such work shall bear all costs arising in correcting these deficiencies to comply with said rules and regulations.

1.19 DEFINITIONS

A. Refer to the condition of the contract for Division 1 for additional requirements regarding definitions.

B. Where “as required” is used in these specifications or on the drawings, it shall mean “that situations exist that are not necessarily described in detail or indicated that may cause the Contractor certain complications in performing the work described or indicated. These complications entail the normal coordination activities expected of the Contractor where multiple trades are involved and new or existing construction causes deviations to otherwise simplistic approaches to the work to be performed. The term shall not be interpreted to permit an option on the part of the Contractor to achieve the end result.”

C. Where “and/or” is used in these specifications or on the drawings, it shall mean “that situations exist where either one or both conditions occur or are required and shall not be interpreted to permit an option on the part of the Contractor.

D. Unless specifically indicated otherwise elsewhere in these specifications or on the drawings the word “furnish” or any of its derivatives shall be understood to indicate the purchase, delivery, storage and protection of an item at the job site in a location and manner suitable for use by the recipient who will be responsible for installation of this item. The word “install” or any of its derivatives shall be understood to indicate taking receipt of an item, properly mounting it, and providing the related utilities (electrical, communication, etc.) for proper and complete operation of the item. Installation shall also include calibration, programming and operational testing of said item. The word “provide” or any of its derivatives shall be understood to indicate both furnishing and installing an item.

1.20 SUBSTANTIAL COMPLETION

A. Refer to Division 1 for additional requirements for substantial completion.

B. All “punch” list items shall have been resolved or shall be identified as pending resolution. Items listed as unresolved shall be either pending information or direction from the owner or owner’s representative or shall be awaiting parts or supplies that are “on order”. The contractor at the owner’s discretion shall produce documentation of the part or supply on order status.

1.21 FINAL INSPECTION

A. Refer to Division 1 for additional requirements for final inspection.
B. It shall be the responsibility of the Contractor to personally conduct a careful inspection, assuring himself that the work on the project is ready for final acceptance and developing his own "punchlists," before calling upon the Owner’s Representative to make a final inspection. Failure of the Contractor to conduct such inspections and provide the Owner’s Representative with a copy of his “punchlists” prior to the final inspection shall be adequate cause for the Owner’s Representative to cancel any Contractor-requested final inspection.

C. In order not to delay final acceptance of the work, the Contractor shall conduct his own “final inspections” prior to requesting the Owner’s Representative to “final” the project; will have all necessary bonds, guarantees, receipts, affidavits, etc. called for in the various articles of this specification prepared and signed in advance; and together with a letter of transmittal listing each paper included, shall deliver the same to the Owner’s Representative at or before the time of said final inspection. The Contractor is cautioned to check over each bond, receipt, etc. before preparing same for submission to see that the terms check with the requirements of the specifications.

D. The final inspection will be made jointly by the Owner’s Representative and the Owner.

1.22 REQUIREMENTS FOR FINAL ACCEPTANCE

A. Requirements for final acceptance shall include but not be limited to the Contractor accomplishing the following:

1. Construction: Complete all construction.
2. Deficiency Lists: Correct all deficiencies listed at time of Substantial Completion.
3. Owner’s Manual: Submit at least 30 days prior to final acceptance one (1) copy of the owner’s manual for the Owner’s Representative’s review and comments. Following acceptance, prepare three (3) copies of bound and indexed owner’s manual, to be delivered at the time of final acceptance, which shall include but not be limited to the following:
   a. System operating instructions.
   b. System control drawings.
   c. System interlock drawings.
   d. System maintenance instructions.
   e. Manufacturers’, suppliers’, and subcontractors’ names, addresses, and telephone numbers, both local representatives and manufacturers’ service headquarters.
   f. Equipment operating and maintenance instructions and parts lists.
   g. Manufacturers’ certifications (see Checking and Testing Materials and/or Equipment, this section).
   h. Contractor’s warranty.
   i. Acceptance certificates of authorities having jurisdiction.
   j. Log of all tests made during course of work.
   k. Owner’s acknowledgment of receipt of instruction, enumerating items in owner’s manual.
   l. List of manufacturers’ guarantees executed by the Contractor.
   m. Owner’s acknowledgment of items of equipment or accessories indicated or specified to be turned over to Owner.

4. Instructions:
   a. Verbal, as herein specified.
   b. Posted, framed under glass or plastic laminated:
      1) System operating instructions.
      2) System control drawings.
      3) System interlock drawings.

5. Record Drawings: Deliver the specified record drawings to the Owner’s Representative.
1.23 RECORD DRAWINGS

A. Refer to paragraph entitled “Record Drawings” of the Supplemental General Conditions for requirements.

1.24 WARRANTY

A. General: All work performed (including equipment and materials furnished) under the various sections of these specifications shall be 100% warranted, for a period of one (1) year from the date of substantial completion thereof, against defective materials, design, and unauthorized substitution. Upon receipt of note of failure of any part of the guaranteed equipment and/or facilities during the guaranty period, the affected part(s) or facilities shall be replaced promptly with new parts, etc. by and at the expense of the Contractor. Further, the Contractor shall properly obtain, execute, and forward any and all manufacturer’s warranties on equipment furnished under the Contract. Refer to Division 1 for additional requirements.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP

A. All materials, unless otherwise specified, shall be current United States manufacture, new, free from all defects, and of the best quality. Foreign goods specifically approved for use by the Owner’s Representative prior to bidding may be furnished.

B. Materials and equipment shall be installed in accordance with the manufacturer’s recommendations and the best standard practice for the type of work involved. All work shall be executed by electricians skilled in their respective trades, and the installations shall present a neat, precise appearance.

C. The responsibility for the furnishing and intended installation of the proper electrical equipment and/or material as intended rests entirely upon the Contract. The Contractor shall request advice and supervisory assistance from the representative of specific manufacturers during the installation.

2.2 MATERIAL AND EQUIPMENT REQUIREMENTS

A. Manufacturer’s Instructions: The manufacturer’s published instructions shall be followed for preparing, assembling, installing, erecting, and cleaning manufacturer materials or equipment, unless otherwise indicated. The Contractor shall promptly notify the Owner’s Representative in writing of any conflict between the requirements of the Contract Documents and the manufacturer’s direction and shall obtain the clarification of the Owner’s Representative before proceeding with the work. Should the Contractor perform any such work that does not comply with the manufacturer’s directions or such clarification by the Owner’s Representative, he shall bear all costs arising in connection with the correction of the deficiencies.

B. Storage at Site: The Contractor shall not receive material or equipment at the jobsite until there is suitable space provided to properly protect equipment from rust, drip, humidity, and dust damage from surrounding work. All new or relocated equipment shall be stored inside or protected from the environment. Equipment that is not properly stored shall be replaced by the contractor at no cost to the owner.
C. Capacities shall be not less than those indicated and shall be such that no component or system becomes inoperative or is damaged because of startup or other overload conditions.

D. Conformance to Agency Requirements: Where materials or equipment are specified to be approved, listed, tested, or labeled by the Underwriters Laboratories, Inc., or constructed and/or tested in accordance with the standards as listed in the NEC, the Contractor shall submit proof that the items furnished under this section of the specifications conform to such requirements. The label of the Underwriters Laboratories, Inc. applied to the item will be acceptable as sufficient evidence that the items conform to such requirements.

E. Panel Directory – New panel directories shall be installed in panels where new circuits have been installed to include the new circuits.

F. Standard Products: Materials and equipment to be provided shall be the standard catalog products of manufacturers regularly engaged in the manufacture of products conforming to these specifications and shall essentially duplicate materials and equipment that have been in satisfactory use at least two years.

2.5 SLEEVES, INSERTS, AND FASTENINGS

A. General: Proper openings through floors, masonry walls, roofs, etc. for the passage of conduits shall be provided. All conduit through floors and walls must pass through sleeves, except conduit that is cast-in-place. Sleeves shall be set in new construction before concrete is poured, as cutting holes through any part of the concrete will not be permitted unless acceptable to the Owner’s Representative.

B. Materials: Sleeves shall be of standard weight galvanized iron pipe, except heavy-gauge galvanized iron sleeves may be utilized in concrete pours where acceptable to the Owner’s Representative for size and metal gauge. Sleeves in fittings, grade beams, and where pipes enter or leave the building or pass through concrete or masonry shall be Schedule 40 PVC along the pipe route from the underground installation to the insulating coupling installed above ground.

2.6 CONDITION OF MATERIALS

A. All materials required for the installation of the electrical systems shall be new and unused. Any material or equipment damaged in transit from the factory, during delivery to premises, while in storage on premises, while being erected and installed, or while being tested, until time of final acceptance, shall be replaced by this Contractor without extra cost to Owner.

PART 3 - EXECUTION

3.1 SPACE AND EQUIPMENT ARRANGEMENTS

A. The size of electrical equipment indicated on the drawings is based on the dimensions of a particular manufacturer. While other manufacturers will be acceptable, it is the responsibility of the Contractor to determine whether the equipment he proposes to furnish will fit in the space. Shop drawings shall be prepared when required by the Owner’s Representative to indicate a suitable arrangement.

B. All equipment shall be installed in a manner to permit access to all surfaces.

3.2 PROTECTION

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A. The Contractor shall take such precautions as may be necessary to properly protect all materials and equipment from damage from the time of delivery until the completion of work. This shall include the erection of all required temporary shelters and supports to adequately protect any items stored in the open on the site from the weather, the ground and surrounding work; the cribbing of any items above the floor of the construction; and the covering of items in the uncompleted building with tarpaulins or other protective covering. Failure on the part of the Contractor to comply with the above will be sufficient cause for the rejection of the items in question.

B. The Contractor shall protect existing facilities, the work of others, and the premises from any and all damages that may be made possible by the execution of work.

C. Equipment and materials shall be protected from rust both before and after installation. Any equipment or materials found in a rusty condition at the time of final inspection must be cleaned of rust and repainted as specified elsewhere in these specifications.

3.3 CONNECTIONS FOR OTHERS

A. This Contractor shall rough-in for and make all electrical connections to all fixtures, equipment, machinery, etc. provided by others in accordance with detailed roughing-in drawings provided by the equipment suppliers, by actual measurements of the equipment connections, or as detailed.

B. After the equipment is set in place, this Contractor shall make all final connections and shall provide all required conduit, fittings, whips, connectors, etc.

3.4 INSTALLATION METHODS

A. Where to Conceal: All conduits shall be concealed in chases, walls, furred spaces, below suspended floors, or above the ceilings of the building unless otherwise indicated. All concealed conduit shall be run in a professional manner, and parallel or perpendicular to the building lines.

B. Where to Expose: In mechanical rooms, only where necessary, conduit may be run exposed. All exposed conduit shall be run in the neatest, most inconspicuous manner, and parallel or perpendicular to the building lines. Conduit shall be bent in a manner as to run parallel to other conduits and not cross at angles.

C. Support: All conduit shall be adequately and properly supported from the building structure by means of hangers or clamps to walls as herein specified.

D. Maintaining Clearance: Where limited space is available above the ceilings and below concrete beams or other deep projections, conduit shall be sleeved through the projection where it crosses, rather than hung below them, in a manner to provide maximum above-floor clearance. Sleeves shall be as herein specified. Approval shall be obtained from the Owner's Representative for each penetration.

E. All conduits, etc. shall be cut accurately to measurements established at the building and shall be worked into place without springing or forcing. All conduits run exposed in machinery and equipment rooms shall be installed parallel to the building lines. Conduits in furred ceilings and in other concealed spaces may be run at angles to the construction but shall be neatly grouped and racked indicating good workmanship. All conduit openings shall be kept closed until the systems are closed with final connections.
3.5 CUTTING AND PATCHING

A. General: Cut and patch walls, floors, etc. resulting from work in existing construction or where made necessary by failure to provide proper openings or recesses in new construction.

B. Methods of Cutting: Openings cut through concrete and masonry shall be made with masonry saws and/or core drills and at such locations acceptable to the Owner’s Representative. Impact-type equipment will not be used except where specifically acceptable to the Owner’s Representative. Openings in concrete for pipes, conduits, outlet boxes, etc. shall be core drilled to exact size. Determine location of embedded conduit and reinforcing bars prior to cutting.

C. Restoration: All openings shall be restored to “as-new” condition under the appropriate specification section for the materials involved, and shall match remaining surrounding materials and/or finishes.

D. Masonry: Where openings are cut through masonry walls, provide and install lintels or other structural supports to protect the remaining masonry. Adequate supports shall be provided during the cutting operation to prevent any damage to the masonry occasioned by the operation. All structural members, supports, etc. shall be of the proper size and shape, and shall be installed in a manner acceptable to the Owner’s Representative.

E. Plaster: All mechanical work in area containing plaster shall be completed prior to the application of the finish plaster coat. Cutting of finish plaster coat will not be permitted.

F. Weakening: No cutting, boring, or excavating which will weaken the structure shall be undertaken.

3.6 SLEEVES, INSERTS, AND FASTENINGS

A. Sleeves: The minimum clearance between horizontal conduit and sleeve shall be ¼ inch, except that the minimum clearance shall be ½ inch where piping contacts the ground. Sleeves through floors shall extend ¾ inch above the floor; sleeves through walls and partitions shall be installed flush with exposed surfaces. Sleeves are not required for piping indicated to the cast-in-concrete slabs-on-fill.

B. Inserts: Suitable concrete inserts for conduit and equipment hangers shall be set and properly located for all conduit and equipment to be suspended from concrete construction.

C. Fasteners: Fastening of pipes, conduits, etc. in the building shall be as follows:
   1. To wood members: by wood screws.
   2. To masonry and concrete: by threaded metal inserts, metal expansion screws, or toggle bolts, whichever is appropriate for the particular type of masonry or concrete.
   3. To steel: machine screws or welding (when specifically permitted or directed), or bolts.

D. Weatherproofing: The annular space between a conduit and its sleeve in exterior walls or through floor to below grade shall be filled with polyurethane foam rods 50% greater in diameter than the space as backing and fill material and made watertight with a permanent elastic polysulfide compound. Seal both surfaces of wall or floor with a fire-resistant sealant.

3.7 FIRE AND SMOKE PARTITION, WALL, AND/OR FLOOR PENETRATIONS

A. Conduit passing through fire- or smoke-rated floors, partitions, walls, or other barriers within a UL-listed assembly which shall maintain the rating of the applicable wall, floor, partition, or
barrier. Flexible conduit shall not be used in rated walls. Provide connections between “hard” pipe and flexible whips on either side of wall. Fireproof around conduits.

B. The Contractor shall review the architectural and determine the location of the fire-rated building elements. Where these elements are penetrated, UL-listed fire-rated penetration assemblies approved by the local authority shall be provided in accordance with the manufacturer’s instructions to obtain the required rating.

3.8 CONDUIT SUPPORT

A. Conduit Support: All conduits throughout the building, both horizontal and vertical, shall be adequately supported from the construction to line of grade, with proper provision for expansion, contraction, vibration elimination, and anchorage. Vertical conduits shall be supported from floor lines with riser clamps sized to fit the lines and to adequately support their weight. At the bases of lines, where required for proper support, provide anchor base fittings or other approved supports.

B. Conduit shall not be supported from any other system.

3.9 HANGERS

A. General: Each hanger shall be properly sized to fit the supported pipe or to fit the outside of the insulation on lines where specified.

B. Attachment:
1. The load on each hanger and/or insert shall not exceed the safe allowable load for any component of the support system, including the concrete which holds the inserts. Reinforcement at inserts shall be provided as required to develop the strength required.
2. Where pipes are supported under steel beams, approved-type beam clamps shall be used.
3. Where conduit is supported under wood joists, hanger rods shall be attached to joists with side beam brackets or angle clips.

C. Spacing: All hangers shall be so located as to properly support horizontal lines without appreciable sagging of these lines. All PVC shall be supported at intervals recommended by the manufacturer, or as otherwise specified or indicated.

D. Trapezes: Where multiple lines are run horizontally at the same elevation and grade, they may be supported on trapezes of Kindorf, Elcen, or approved equal, channel-suspended on rods or pipes. Trapeze members including suspension rods shall each be properly sized for the number, size, and loaded weight of the lines they are to support.

E. Ceiling-Mounted Devices: All lighting and devices or assemblies mounted in lay-in-type ceilings and which are supported by the ceiling grid, directly or indirectly, and which weigh in excess of 2 lbs., shall be provided with at least two 12-gauge minimum wire supports connected securely between the device or assembly and the structure, to serve as a safety support in the event of the collapse of or a disturbance in the support of the ceiling system that might cause the device or assembly to fall through the ceiling. This includes, but is not limited to, light fixtures, J-boxes, and heavy speakers. Provide additional support as required where the weight of the device or assembly will exceed the safe limits of the wire supports.

F. Perforated strap iron or wire will not be acceptable as hanger material.

G. Miscellaneous: Provide any other special foundations, hangers, and supports indicated on the drawings, specified elsewhere herein, or required by conditions at the site. Hangers and
supporting structures for suspended equipment shall be provided as required to support the load from the building structure in a manner acceptable to the Owner’s Representative.

3.10 TESTS AND INSPECTIONS

A. Refer to conditions of the contract and Division 1 for additional requirements regarding tests and inspections.

B. General: The Contractor shall make all tests deemed necessary by the inspection departments of the authority having jurisdiction, Board of Underwriters, etc. He shall provide all equipment, materials, and labor for making such tests. Fuel and electrical energy for system operational tests following beneficial occupancy by the Owner will be paid for by the Owner.

C. Other: Additional tests specified hereinafter under the various specification sections shall be made.

D. Notification: The Owner’s Representative shall be notified at his office 36 hours prior to each test and other specifications requirements requiring action on the part of the Owner, Architect, Engineer, and/or Owner’s Representative.

E. Test Logs: All tests which the Contractor conducts shall have pertinent data logged by the Contractor at the time of testing. Data shall include date, time, personnel, description and extent of system tested, test conditions, test results, specified results, and any other pertinent data. Data shall be delivered to the Owner’s Representative as specified under “Requirements for Final Acceptance.”

F. Inspections: In general, an inspection by the Owner’s Representative shall be required prior to closing up any work and prior to beneficial occupancy or final project completion. The closing up of work includes, but is not limited to, conduit installations prior to backfilling; electrical and fire protection work prior to placement of concrete; or closing up walls and overhead electrical and fire protection work prior to installation of the ceiling.

3.11 CLEANING AND PAINTING

A. The contractor shall at all times keep the premises free from accumulations of waste material or rubbish. Debris shall be removed from the site and from any street or alley adjacent to the site.

B. Thoroughly clean and touch up the finish on all parts of the materials and equipment. Exposed parts in equipment rooms, and all other spaces except sealed chases and attics shall be thoroughly cleaned of cement, plaster, and other materials, and all oil and grease spots shall be removed. Such surfaces shall be carefully wiped and all cracks and corners scraped out.

C. Exposed metal work which is not galvanized shall be carefully brushed down with steel brushes to remove rust and other spots and left smooth and clean and then painted with a suitable rust resistant primer. Exposed metal work includes work exterior to the building; exposed in mechanical or electrical equipment rooms and storage rooms; and other areas where occupants could see the work, whether normally occupied or not.

D. All other painting shall be accomplished under the Painting Section of Division 9 of the specifications.
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for Blinn College

E. At completion of the project, the Contractor shall remove all tools, scaffolding, and surplus materials. Contractor shall leave the area “broom clean”. Before final acceptance, vacuum all panels, switchboards, starters, and other electrical devices. Wipe clean all fixture lenses and reflectors, all panelboard and switchboard interior and exterior surfaces, being careful to remove all stray paint, construction materials, dust, and particles. Touch-up all marred surfaces to restore existing conditions to those provided by the manufacturer.

3.12 IDENTIFICATION AND LABELING
A. Provide new typed directory cards in each panel affected reflecting the new circuits.

3.13 DISCHARGE OF WASTES FROM CONSTRUCTION SITE
A. The Contractor shall comply with all applicable provisions of local, state, and federal laws regarding the discharge of wastes into sewer and waterways. Special caution shall be exercised to prevent the discharge of wastes which contain oil, tar, asphalt, roofing compound, kerosene, gasoline, paint, mud, cement, lime, or other materials which would degrade the water quality of the receiving water course.

3.14 OPERATING AND MAINTENANCE MANUAL
A. The Contractor shall furnish indexed operating and maintenance manuals with complete technical data for each electrical system, piece of equipment, and material installed under this Contract.
B. The manuals shall be identified on the cover as “Operating and Maintenance Manual” and shall list the name and location of project, the Owner, the Engineers, the General Contractor, and the Subcontractors installing equipment represented in the brochure.
C. Two (2) copies of the manual, bound in three-ring hardback binders shall be provided. One copy shall be completed and delivered to the Engineer prior to the time that system and equipment tests are performed. The second copy shall be delivered prior to final acceptance. The manual shall have a Table of Contents and shall be grouped in tabbed sections according to the specification sections. Each section shall be organized as follows:
   1. Approved engineering submittals with complete performance and technical data.
   2. Manufacturer’s local representative and/or distributor’s name and address.
   3. Manufacturer’s installation instructions and brochures.
   4. Manufacturer’s operating and maintenance brochures.
   5. Manufacturer’s installation wiring diagram.
   6. Contractor's field wiring diagram, if different.
   7. Manufacturer’s brochure listing recommended spare parts.
   8. Manufacturer’s brochure listing replacement part numbers and descriptions.
D. Provide a final section entitled, “Warranties and Guarantees”, for all equipment as well as Contractor’s warranty.

3.15 CONDITIONS OF EQUIPMENT AT FINAL ACCEPTANCE
A. At the time of acceptance, the Contractor shall have inspected all installed systems to assure the following has been completed:
   1. Fixtures are operating, and lenses and reflectors are free of dust, debris, and fingerprints.
2. Panelboards have all conductors neatly formed, bundled, and made-up tight. Cans shall be vacuum cleaned and surfaces cleaned of stray paint, dust, grease, and fingerprints. All circuit directories to be neatly typed and in place.

3. Touch-up all scratched surfaces using paint matching the existing equipment paint. Where paint cannot be matched, the entire surface shall be repainted in a color and manner approved by the Engineer.

END OF SECTION 260015
SECTION 260050 - BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

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

1.2 SUMMARY
   A. This Section includes the following:
      1. Raceways.
      2. Building wire and connectors.
      4. Cutting and patching for electrical construction.
      5. Touchup painting.

1.3 DEFINITIONS
   A. EMT: Electrical metallic tubing.
   B. FMC: Flexible metal conduit.
   C. IMC: Intermediate metal conduit.
   D. LFMC: Liquidtight flexible metal conduit.
   E. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS
   A. Submittals not required.

1.5 QUALITY ASSURANCE
   A. Electrical Components, Devised, and Accessories: Listed and labeled as defined in NFPA
      70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked
      for intended use.
   B. Comply with NFPA 70.

1.6 COORDINATION
   A. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient
      flow of the Work. Coordinate installing large equipment requiring positioning before closing in
      the building.

PART 2 - PRODUCTS
2.1 RACEWAYS
   A. See Section “Raceways and Boxes.”

2.2 CONDUCTORS
   A. See Section “Conductors and Cables.”

2.3 SUPPORTING DEVICES
   A. Material: Cold-formed steel, with corrosion-resistant coating acceptable to authorities having jurisdiction.
   B. Slotted-Steel Channel Supports: Flange edges turned toward web, and 9/16-inch- diameter slotted holes at a maximum of 2 inches o.c., in webs.
   C. Nonmetallic Channel and Angle Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16-inch- diameter holes at a maximum of 8 inches o.c., in at least one surface.
      1. Fittings and Accessories: Products of the same manufacturer as channels and angles.
      2. Fittings and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
   D. Raceways and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.
   E. Pipe Sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.
   F. Expansion Anchors: Carbon-steel wedge or sleeve type.
   G. Toggle Bolts: All-steel springhead type.

2.4 TOUCHUP PAINT
   A. For Equipment: Equipment manufacturer’s paint selected to match installed equipment finish.

PART 3 - EXECUTION

3.1 ELECTRICAL EQUIPMENT INSTALLATION
   A. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide the maximum possible headroom.
   B. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.
   C. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.
   D. Right of Way: Give to raceways and piping systems installed at a required slope.
3.2 ELECTRICAL SUPPORTING DEVICE APPLICATION

A. Dry Locations: Steel materials.

B. Selection of Supports: Comply with manufacturer's written instructions.

C. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four; minimum of 200-lb design load.

3.3 SUPPORT INSTALLATION

A. Install support devices to securely and permanently fasten and support electrical components. Supports for electrical raceways, boxes, equipment, fire alarm / public address / data / special system(s) / other low-voltage enclosures, and other entities encompassing wiring or devices of any voltage shall be connected to a recognized structural element. [Note: For purposes of MEP work, ceiling grid shall NOT be considered a structural element unless prior written approval is given by Engineer on a case-by-case basis.]

B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.

D. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.

E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.

F. Install ¼-inch-diameter or larger threaded steel hanger rods, unless otherwise indicated.

G. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1½ inch and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.

H. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.

I. Simultaneously install vertical conductor supports with conductors.

J. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used for alignment, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches from the box. Support the box and raceway from structural supports.

K. Install sleeves for cable and raceway penetrations of walls. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.

1. Exception: Sleeves are not required for core-drilled penetrations where the hole is the same size as the outer conduit dimension. Tape or wrap conduit in contact with the concrete and firecaulk as required to maintain fire rating.
L. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:
   1. Wood: Fasten with wood screws or screw-type nails.
   2. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
   3. Existing Concrete: Expansion bolts.
   4. Steel: Welded threaded studs or spring-tension clamps on steel.
      a. Field Welding: Comply with AWS D1.1.
   5. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.
   7. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

3.4 FIRESTOPPING

A. Apply firestopping to cable and raceway penetrations of fire-rated floor and wall assemblies to achieve fire-resistance rating of the assembly. Firestopping materials and installation requirements are specified in Division 7 Section “Firestopping.”

3.5 CUTTING AND PATCHING

A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.

B. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing firestopping has been disturbed. Repair and refinish materials and other surfaces by skilled mechanics of trades involved.

3.6 FIELD QUALITY CONTROL

A. Inspect installed components for damage and faulty work, including the following:
   1. Raceways.
   2. Building wire and connectors.
   4. Cutting and patching for electrical construction.
   5. Touchup painting.

3.7 REFINISHING AND TOUCHUP PAINTING

A. Refinish and touch up paint. Paint materials and application requirements are specified in Division 9 Section “Painting.”
   1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.
   2. Follow paint manufacturer’s written instructions for surface preparation and for timing and application of successive coats.
   3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

3.8 CLEANING AND PROTECTION
A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.

B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION 260050
SECTION 260519 - CONDUCTORS AND CABLES

PART 1 - GENERAL

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

1.2 SUMMARY
A. This Section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.

1.3 SUBMITTALS
A. Product Data: For each type of product indicated.
B. Qualification Data: For testing agency.
C. Field Quality-Control Test Reports: From Contractor.

1.4 QUALITY ASSURANCE
A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MANUFACTURERS
A. Available Manufacturers: Subject to compliance with requirements, all conductors shall be listed for the application, temperature, and insulation rating to which they are intended.

2.2 CONDUCTORS AND CABLES
A. Refer to Part 3 "Conductor and Insulation Applications" Article for insulation type, cable construction, and ratings.
B. Conductor Material:
   1. Copper complying with NEMA WC-70.
   2. Solid conductors, sizes 10 and 12, uncoated copper per ASTM B3.
   3. Stranded conductor, all other sizes, uncoated copper per ASTM B3, ASTM B787, and ASTM B8.
C. Conductor Insulation Types: Type THHN-THWN and complying with NEMA WC-70.
   1. Rated for sunlight resistance all colors.
2. Conductors shall be color coded for voltage and phase as per NEC and any local amendments.
3. Larger conductors shall have taped color coding.
4. Size, rating, temperature, and type shall be permanently marked on conductor jacket.
5. Insulation shall be PVC, heat and moisture resistant, flame retardant compound as per UL-83 and UL-1063.
6. Jacket shall be polyamide outer nylon covering per UL-83 and UL-1063.

D. Rated for sunlight resistance all colors.

2.3 CONNECTORS

A. Wire Connectors Size 6-14 AWG:
   1. Description: Factory-fabricated UL listed connected and of size, ampacity rating, material, type, and class for application and service indicated.
   2. Provide self-locking square wire spring grab screw on wire connectors sized as per NEC and the number of conductors to be connected.
   3. Thermoplastic deep shell design, with wings on smaller connectors, rated for application temperature, Minimum 105 degrees C.
   4. Copper to copper connection, 600V.
   5. Provide high temp wire connectors for all high temperature equipment applications.

B. Push-in wire connectors are Not Approved and shall not be used for any power or lighting circuits above 50V.

PART 3 - EXECUTION

3.1 CONDUCTOR AND INSULATION APPLICATIONS

A. Exposed Branch Circuits: Type THHN-THWN, single conductors in raceway.
B. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.

3.2 INSTALLATION

A. Concel cables in finished walls, ceilings, and floors, unless otherwise indicated.
B. Minimum line voltage conductor size is #12.
C. Neutrals shall not be shared on any single pole circuit.
D. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.
F. Install without damaging conductors/cable, shield, or jacket.
   1. Do not bend conductors/cable, in handling or installation, to smaller radii than minimum recommended by manufacturer.
2. All new installation cabling shall be one piece without breaks or splices except at device connections.

G. Pull conductors/cables without exceeding manufacturer’s recommended pulling tensions.
   1. Pull simultaneously if more than one is being installed in same raceway.
   2. Use pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation.
   3. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage media or raceway.

H. Provide pull boxes as per NEC.

I. Provide junction or pull boxes at all splice points.

J. Support cables according to Section “Basic Electrical Materials and Methods.”

K. Seal around cables penetrating fire-rated elements according to Section “Firestopping.”

L. Identify and color-code conductors and cables according to Section “Electrical Identification” and adhere to local color code requirements.

3.3 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturers published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 FIELD QUALITY CONTROL

A. Testing: Engage a qualified testing agency to perform the following field quality-control testing:
   1. After installing conductors and cables and before electrical circuitry has been energized, test for compliance with requirements.
   2. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.3.1. Certify compliance with test parameters.

B. Test Reports: Prepare a written report to record the following:
   1. Test procedures used.
   2. Test results that comply with requirements.
   3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

END OF SECTION 260519
SECTION 260526 - GROUNDING AND BONDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.

1.3 SUBMITTALS

A. Submittals not required.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Grounding Conductors, Cables, Connectors, and Rods:
      a. Apache Grounding/Erico Inc.
      b. Boggs, Inc.
      c. Chance/Hubbell.
      d. Copperweld Corp.
      e. Dossert Corp.
      g. Framatome Connectors/Burndy Electrical.
      h. Galvan Industries, Inc.
      i. Harger Lightning Protection, Inc.
      j. Hastings Fiber Glass Products, Inc.
      k. Heary Brothers Lightning Protection, Co.
      l. Ideal Industries, Inc.
      m. ILSCO.
      o. Korns: C.C. Korns Co.; Division of Robroy Industries.
      p. Lightning Master Corp.
      q. Lyncole XIT Grounding.
      r. O-Z/Gedney Co.; a business of the EGS Electrical Group.
      s. Raco, Inc.; Division of Hubbell.
      t. Robbins Lightning, Inc.
      v. Superior Grounding Systems, Inc.
      w. Thomas & Betts, Electrical.

2.2 GROUNDING CONDUCTORS
A. For insulated conductors, comply with Section “Conductors and Cables.”

B. Material: Copper.

C. Equipment Grounding Conductors: Insulated with green-colored insulation.

2.3 CONNECTOR PRODUCTS

A. Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.

B. Bolted Connectors: Bolted-pressure-type connectors, or compression type.

PART 3 - EXECUTION

3.1 APPLICATION

A. Use only copper conductors for both insulated and bare grounding conductors in direct contact with earth, concrete, masonry, crushed stone, and similar materials.

B. In raceways, use insulated equipment grounding conductors.

3.2 EQUIPMENT GROUNDING CONDUCTORS

A. Comply with NFPA 70, Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NFPA 70 are indicated.

B. Install equipment grounding conductors in all feeders and circuits.

3.3 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Bonding Straps and Jumpers: Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment. Use exothermic-welded connectors for outdoor locations, unless a disconnect-type connection is required; then, use a bolted clamp. Bond straps directly to the basic structure taking care not to penetrate any adjacent parts. Install straps only in locations accessible for maintenance.

3.4 CONNECTIONS

A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

B. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.
C. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturers published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

END OF SECTION 260526
SECTION 260533 - RACEWAYS AND BOXES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

B. Related Sections include the following:
   1. Division 7 Section “Firestopping” for firestopping materials and installation at penetrations through walls, ceilings, and other fire-rated elements.
   2. Section “Basic Electrical Materials and Methods” for supports, anchors, and identification products.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. ENT: Electrical nonmetallic tubing.

C. FMC: Flexible metal conduit.

D. IMC: Intermediate metal conduit.

E. LFMC: Liquidtight flexible metal conduit.

F. LFNC: Liquidtight flexible nonmetallic conduit.

1.4 SUBMITTALS

A. Submittals not required.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

1.6 COORDINATION

A. Coordinate layout and installation of raceways, boxes, enclosures, cabinets.

PART 2 - PRODUCTS
2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
   1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.
   2. Refer to 3.1, RACEWAY APPLICATION, for materials to be used.

2.2 METAL CONDUIT AND TUBING

A. Available Manufacturers:
   1. AFC Cable Systems, Inc.
   2. Alflex, Inc.
   3. Anamet Electrical, Inc.; Anaconda Metal Hose.
   4. Electri-Flex Co.
   5. Grinnell Co./Tyco International; Allied Tube and Conduit Div.
   6. Republic Conduit.
   7. Manhattan/CDT/Cole-Flex.
   8. O-Z Gedney; Unit of General Signal.
   9. Wheatland Tube Co.
   10. Perma-Cote
   11. Plasti Bond
   12. KorKap

B. EMT: ANSI C80.3.

C. FMC: Zinc-coated steel. Non UL listed FMC is not allowed for any line voltage (greater than 70V) system.

D. Fittings: NEMA FB 1; compatible with conduit and tubing materials. Provide fittings factory matched with conduit types.
   1. Indoor Fittings: Steel Set Screw or Steel Compression
   2. Die cast fittings are not acceptable anywhere.
   3. EMT crimp type fittings are not acceptable.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Indoors:
   1. Exposed in Mechanical/Electrical/Unfinished Spaces: EMT.
   2. Exposed in Finished Spaces: Metal Surface Raceway painted/finished to match space finishes.
   3. Concealed: EMT.

B. Minimum Raceway Size: 1/2-inch for single 20A or less circuits; otherwise, 3/4-inch trade size.

C. Raceway Fittings: Compatible with raceways and suitable for use and location.

D. Aluminum conduit will not be accepted on this project.
3.2 INSTALLATION

A. Conduit Routing:
   1. All branch circuit conduit shall be run overhead unless specifically directed by the engineer.
   2. All conduit shall be run at right angles or parallel to the building lines to the limits that the structure will allow. Raceways shall not be run diagonal or curved.

B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Install raceways as high as possible and coordinate installation with other equipment.

D. Provide clear access to all pull and j-boxes. Provide access doors over hard (non-lay-in ceilings) to all pull boxes. Minimum access required 1.5x (times) box cover size or 18 inches.

E. Label all j-box and pull box covers with circuits contained within box.

F. Under no circumstances shall power and data or any signal below 50V be shared in the same raceway, tray, channel, or sleeve.

G. Install raceways for power conductors (any conductor over 50V) 12 inches from any signal/communications conductor (data, fiber optics, telephone, fire alarm, PA, community antenna and radio distribution (CATV), low power or network powered broadband communications, systems controls, and any other system operating under 50V) not in conduit on J-hooks.

H. Install raceways for power conductors (any conductor over 50V) 12 inches from communications raceways. Communications raceways include; data, fiber optics, telephone, fire alarm, PA, community antenna and radio distribution (CATV), low power or network powered broadband communications, systems controls, and any other system operating under 50V.
   1. Exception: Data and power raceways shall be permitted to be 2 inches apart only at the wall drop to the devices. Above the ceiling or overhead the minimum 12 inch spacing shall be maintained.
   2. Exception: Listed dual channel power poles
   3. Exception: Within the surface raceways. When not within the surface raceway, the power and communications raceways shall be 12 inches apart.
   4. Underground: Data and power conduit/raceway shall be allowed in the same trench only if specifically allowed by the engineer and then there shall be a minimum of 12 inches of fill between the power and communications raceways. Magnetic marking tape shall be placed above the level of the highest (closest to grade) raceway.

I. Complete raceway installation before starting conductor installation.

J. Support raceways as specified in Section “Basic Electrical Materials and Methods.”

K. Install temporary closures to prevent foreign matter from entering raceways during construction. Remove prior to completion of conduit.

L. Sleeves: Provide metallic raceway sleeves through walls or floors for all conductors/cabling not in raceways. Provide bushings at both ends of sleeves prior to installing any conductors or wiring. Firestop as per opening fire rating requirements.

M. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and keep straight legs of offsets parallel, unless otherwise indicated.
N. Firestop: Firestop all raceway penetrations in rated walls. Provide intumescent fill in all sleeve openings. Contractor shall be responsible for all wall repair and damage. Excessive firestop for holes too large (½ inch beyond the edge of the raceway) is unacceptable. Holes shall be repaired with suitable wall materials to maintain the integrity of the wall construction.

O. Cut openings in walls as per the outer edges of the raceway. Openings made with hammers or other wall damaging tools are not acceptable. Holes too large (½ inch beyond the edge of the raceway) are unacceptable and shall be repaired with suitable wall materials to maintain the integrity of the wall construction. Contractor shall be responsible for repair to match existing.

P. Expansion Joints: Provide flexible connections suitable for use with conduit type for all conduit in structural expansion joints or independent slabs that are within another structural assembly.

Q. Install ALL exposed raceways parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.
   1. Run parallel or banked raceways together on common supports.
   2. Make parallel bends in parallel or banked runs. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
   3. Install conduit as high as possible.
   4. Flexible cable or raceway for general circuiting is allowed exposed in mechanical or electrical spaces only. Not allowed in finished spaces.
      a. Exception: As equipment connection only.

R. Join raceways with fittings designed and approved for that purpose and make joints tight.
   1. Use insulating bushings to protect conductors.

S. Tighten set screws of threadless fittings with suitable tools.

T. Terminations:
   1. Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against box. Use two locknuts, one inside and one outside box.
   2. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box; tighten chase nipple so no threads are exposed.

3.3 CLEANING

A. After completing installation of exposed, factory-finished raceways and boxes, inspect exposed finishes and repair damaged finishes.

B. Remove debris from conduits prior to capping any spare conduits.

C. Blow-out empty conduits that are future spares in any exterior or underground installation prior to capping.

END OF SECTION 260533
SECTION 260553 – ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary
      Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. This Section includes electrical identification materials and devices required to comply with
      ANSI C2, NFPA 70, OSHA standards, and authorities having jurisdiction.

1.3 SUBMITTALS
   A. Submittals not required.

1.4 QUALITY ASSURANCE
   A. Comply with ANSI C2.
   B. Comply with NFPA 70.
   C. Comply with ANSI A13.1 and NFPA 70 for color-coding.

PART 2 - PRODUCTS

2.1 RACEWAYS AND CABLE LABELS
   A. Comply with ANSI A13.1, Table 3, for minimum size of letters for legend and for minimum
      length of color field for each raceway and cable size.
      1. Color: Black letters on orange field.
      2. Legend: Indicates voltage and service.
   B. Adhesive Labels: Preprinted, flexible, self-adhesive vinyl with legend overlaminated with a
      clear, weather- and chemical-resistant coating.
   C. Tape Markers: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers
      and letters.

1.3 MISCELLANEOUS IDENTIFICATION PRODUCTS
   A. Cable Ties: fungus-inert, self-extinguishing, one-piece, self-locking, Type 6/6 nylon cable
      ties.
      2. Tensile Strength: 50 lb minimum.
      3. Temperature Range: Minus 40 to plus 185 deg F.
B. Paint: Formulated for the type of surface and intended use.
   1. Primer for Galvanized Metal: Single-component acrylic vehicle formulated for galvanized surfaces.
   2. Primer for Concrete Masonry Units: Heavy-duty-resin block filler.
   3. Primer for Concrete: Clear, alkali-resistant, binder-type sealer.
   4. Enamel: Silicone-alkyd or alkyd urethane as recommended by primer manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Identification Materials and Devices: Install at locations for most convenient viewing without interference with operation and maintenance of equipment.

B. Lettering, Colors, and Graphics: Coordinate names, abbreviations, colors, and other designations with corresponding designations in the Contract Documents or with those required by codes and standards. Use consistent designations throughout Project.

C. Sequence of Work: If identification is applied to surfaces that require finish, install identification after completing finish work.

D. Self-Adhesive Identification Products: Clean surfaces before applying.

E. Install painted identification according to manufacturer's written instructions and as follows:
   1. Clean surfaces of dust, loose material, and oily films before painting.
   2. Prime surfaces using type of primer specified for surface.
   3. Apply one intermediate and one finish coat of enamel.

F. Circuit Identification Labels on Boxes: Install labels externally.
   1. Exposed Boxes: Pressure-sensitive, self-adhesive plastic label on cover.
   2. Normal Power Circuits: Black lettering and numbers

G. Color-Coding of Secondary Branch Circuit Conductors: Use the following colors for service, feeder, and branch-circuit branch circuit conductors:
   1. 120/208V 3 Phase Conductors:
      a. Phase A: Black.
      b. Phase B: Red.
      c. Phase C: Blue.
      e. Ground: Green.
   2. Factory apply color the entire length of conductors, except the following field-applied, color-coding methods may be used instead of factory-coded wire for sizes larger than No. 10 AWG:
      a. Colored, pressure-sensitive plastic tape in half-lapped turns for a distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Use 1-inch-wide tape in colors specified. Adjust tape bands to avoid obscuring cable identification markings.
      b. Colored cable ties applied in groups of three ties of specified color to each wire at each terminal or splice point starting 3 inches from the terminal and spaced 3 inches apart. Apply with a special tool or pliers, tighten to a snug fit, and cut off excess length.
END OF SECTION 260553
SECTION 27 00 00 – COMMUNICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes general design requirements, administration topics, and installation for communications systems.

1.2 SYSTEM DESCRIPTION

A. The objective of this project is to provide a complete communications cabling infrastructure system installation including, but not limited to: horizontal data to support Security systems cabling with attendant terminations, mounting equipment, cable pathway and management systems, testing and other items/materials, as specified in drawings, these specifications, and contract documents.

B. Related Sections

1. Section 260000 Electrical (including related sub-sections)
2. Section 271500 Communications Horizontal Cabling
3. Section 280000 Electronic Security (Including related sub-sections)

1.3 SCOPE OF WORK

A. This section establishes an infrastructure to be used as signal pathways for communications systems, but is not limited to the following:

1. Comply with all Project Contract documents and the following requirements for a complete project installation.
2. Provide a structured cabling system as described hereafter that includes, but is not limited to, supplying, installing and testing of: data horizontal cabling, cable connectors, communications outlets and terminations, and equipment racks/cabinets for networking hardware and patch panels.
3. Furnish all labor, materials, tools, equipment and services for the installation described herein.
4. Follow industry standard installation procedures for communications cable to assure that the mechanical and electrical transmission characteristics of this cable plant and equipment are maintained.

B. Work of this section covers complete installation of permanent and channel links for a data communications networks utilizing copper transmission media that includes, but is not limited to the following:

1. Provide, install, terminate, test, and document all fiber and copper horizontal cables.
2. Provide and install all termination devices such as, but not limited to, termination blocks, information outlets (jacks), connectors. Document all termination devices with proper labeling.
3. Provide in quantities specified, interconnect components such as, but not limited to patch cables, and copper patch cords.
4. Coordination with other trades.
5. Provide complete documentation and demonstration of work.
6. Provide indexed and organized complete Test Results of all copper cable and their components in native format.
7. Provide Submittals as outlined below.
8. Provide a Manufacturer’s Extended Product Warranty and System Assurance Warranty for this wiring system.
9. Conduct a final document handover meeting with client, consultant, and PM to review, discuss and educate the Owner on the final product, test results, and As-Built Drawings.

C. Changes to the Scope of Work
   1. Owner changes to the scope of work shall be in writing.
   2. Change orders shall be submitted to the Owner/Project Manager complete with price breakdown and description for approval before any work is done.
   3. The Contractor shall respond to these changes with a complete material list, including pricing, labor, and taxes in writing to be presented to the Owner for approval.
   4. The Contractor shall not proceed with additional scope of work without signed approval by the Owner. Owner will not pay for additional work performed by the Contractor without written/signed approval of these changes.
   5. Contractor will attach a copy of the signed change order with billing information.

1.4 PRODUCTS AND WORK BY OTHERS (NIC)

A. The Owner may separately procure and/or provide certain equipment and component that will be installed during the course of project. Such items may not be indicated in the documents.

B. Contractor shall cooperate with the Owner and Owner’s suppliers when considering:
   1. The provision and installation of phone systems, related system equipment/software, and employee station equipment/software.
   2. The provision and installation of multi-port routers, switches, and other Layer 2 / Layer 3 networking components in communications rooms.
   3. The provision and installation of Uninterruptable Power Source (UPS) devices in communications rooms.
   4. Communications grounding busbars and grounding wires connecting to the main building electrode system.
   5. Dedicated power panels, ground busbars, circuits, and utility outlets.
   6. The installation and finishing of plywood backboards.
   7. Building mechanical ductwork, cooling/heating system (HVAC), and environmental control sensors.
   8. Communication pathway devices such as, but not limited to, cable tray and flex-tray in corridors, office spaces and open areas, outlet boxes and stub-ups, conduits, conduit sleeves, and penetrations in walls and floors.

1.5 SUBSTITUTION PROCEDURES

A. Substitution may be considered when a product becomes unavailable through no fault of the Contractor. An alternate product must be equal to or exceed specified requirements. The material substituted shall not void, alter or change manufacturers’ structured cabling system warranty.

B. Document substitution requests with complete data substantiating compliance of proposed substitution with Contract Documents. Include in each request for substitution:

C. Any Contractor wishing to offer structured cabling or associated infrastructure products other than those specified shall submit a request for product substitution in writing no less than one week in advance of bid.
   1. Product identification, manufacturer’s name and address.
   2. Product Data:
      a. Description, performance and test data, reference standards, finishes and colors.
      b. Samples: Finishes.
      c. Complete and accurate drawings indicating construction revisions required (if any) to accommodate substitutions.
      d. Data relating to changes required in construction schedule.
e. Cost comparison between specified and proposed substitution.

D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

E. Equal product acceptance must be received from Blinn College Academic Technology Services in writing to be valid prior to bid date for bid submission to be accepted.

F. No substitute shall be ordered, installed or utilized without the Architect’s prior written verification of acceptance from the Owner.

1.6 REFERENCES AND RELATED DOCUMENTS

A. Drawings and General provisions of the contract, including Uniform General Conditions, Supplementary General Conditions, Architectural plans and specifications, requirements of Division 1, Electrical, Mechanical, Plumbing, Audio-Visual, Security and Communications specifications and plans, and the publications listed below apply to the Communications section, are incorporated into this specification by reference, and shall be considered a part of this section.

B. Reference to codes, rules, regulations, standards, manufacturer’s instructions, or requirements of regulatory agencies shall mean reference to the latest printed edition of each in effect at the date of contract.

C. The Contractor shall read all sections in their entirety and apply them as appropriate for work in this section.

D. Conflicts
   1. Drawings and specifications are to be used in conjunction with one another and to supplement one another.
   2. In general, the specifications determine the nature and quality of the materials and tests, and the drawings establish the quantities, details, and give characteristics of performance that should be adhered to during the installation of the communications system components.
   3. If there is an apparent conflict between the drawings and specifications, or between specification sections, the items with the greater quantity and/or quality shall be estimated and installed.
   4. Clarification with the Owner and/or DataCom Design Group about these items shall be made in writing prior to procurement and installation.

E. Codes and Standards
   1. Blinn Cabling Infrastructure Standards (September 24, 2019)
   2. American National Standards Institute/Telecommunications Industry Association (ANSI/TIA)
      f. ANSI/TIA-568-C.0 (September 2010) Generic Telecommunications Cabling for Customer Premises
      g. TIA-568-C.0-1 (September 2010) Generic Telecommunications Cabling for Customer Premises- Addendum 1, Updated Reference for Balanced Twisted-Pair Cabling
      h. ANSI/TIA-568-C.1 (February 2009) Commercial Building Telecommunications Cabling Standards
      i. TIA-568-C.1-2 (November 2011) Commercial Building Telecommunications Cabling Standard,
j. ANSI/TIA-568-C.2 (August 2009) Balance Twisted Pair Communications and Components Standards
k. ANSI/TIA-942-A (August 2012) Telecommunications Infrastructure Standard for Data Centers
l. TIA-569-C (May 2012) Telecommunications Pathways and Spaces
m. ANSI/TIA-606-B (June 2012) Administration Standard for Telecommunications Infrastructure
n. TSB-190: Guidelines on Shared Pathways and Shared Sheaths

3. American National Standards Institute (ANSI)
a. ANSI C80.1 Electrical rigid steel conduit (ersc)


5. BICSI

   a. ANSI/BICSI 005-2013, Electronic Safety and Security (ESS) System Design and Implementation Best Practices
   c. ANSI/NECA/BICSI 568-2006, Standard for Installing Commercial Building Telecommunications Cabling
   e. Telecommunications Project Management (TPM) reference, 1st Edition

7. National Electrical Code (NEC)
b. ANSI/NFPA 70-2011, National Electrical Code© (NEC©)
d. National Electrical Code (NEC) (NFPA 70)

8. National Electrical Manufacturers Association (NEMA)

9. Underwriters' Laboratories (UL)
a. UL Cable Certification and Follow-Up Program
b. UL 6: Electrical Rigid Metal Conduit - Steel
c. UL 83: Thermoplastic-Insulated Wires and Cables
d. UL 514B: Conduit, Tubing, and Cable Fittings
e. UL 651: Standard for Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
f. UL 651A: Schedule 40 and 80 High Density Polyethylene (HDPE) Conduit
g. UL 1666: Standard for Test for Flame Propagation Height of Electrical and Optical-Fiber Cables Installed Vertically in Shafts

10. Local, county, state and federal regulations and codes in effect as of date of installation.

a. It shall be indicated in the proposal the components that may be of foreign manufacture, if any, and the country of origin.

1.7 QUALITY ASSURANCE

A. Communications Contractor shall have a complete working knowledge of low voltage communications cabling applications such as, but not limited to data, voice and video network systems.

B. Communications Contractor shall have installed similar-sized systems in at least ten (10) other projects in the last five (5) years prior to this bid and be regularly engaged in the business of installation of the types of systems specified in this document.

C. Communications Contractor and individual installation crew members shall be experienced and qualified to perform the work specified herein at time of bid submission. All onsite supervision personnel that will be assigned to this project shall be listed in the Pre-Installation Submittal.
   1. 80% shall have a minimum of three (5) years of experience in the installation of the types of systems, equipment, and cables specified in this document prior to this bid.
2. All installation team members must demonstrate knowledge and compliance with all applicable methods, standards, and codes.

3. All members of the installation team shall be certified by the Structured Cabling System Assurance Warranty provider as having completed the necessary training to complete their part of the installation and capable of an installation that falls under manufacturer’s guidelines necessary to obtain the Manufacturer’s System Assurance Warranty.

4. Any personnel substitutions shall be noted in writing to the Owner.

D. A BICSI RCDD shall supervise and approve all on-site work as a recognized member of the Contractor’s installation team.

E. Refer also to General Conditions.

1.8 CONTRACTOR REQUIREMENTS

A. In order to accomplish the conditions of this agreement, the Contractor shall perform the specific duties listed herein.

B. Contractor shall have an office and service personnel based within a fifty mile radius of Blinn College and be capable of same day response to service calls.

C. Contractor shall provide and pay for all labor, supervision, tools, equipment, test equipment, tests and services to provide and install a complete communications cabling infrastructure system. Pay all required sales, gross receipts, and other taxes.

D. Insurance

1. The Contractor shall procure, submit for review, and maintain for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractor. The Contractor shall pay the cost of such insurance.

2. The Owner, its directors, officers, representatives, agents and employees, respectively, shall have no responsibility to the Contractor with respect to any insurance in accordance with the provisions set forth herein.

E. Regulatory Requirements

1. Communications Contractor shall supply all city, county, and state telecommunication cabling permits required by Authority Having Jurisdiction (AHJ).

2. Communications Contractor shall be licensed and/or bonded as required for telecommunications/low voltage cabling systems.

F. Privacy and Confidentiality

1. The Contractor will respect and protect the privacy and confidentiality of Owner, its employees, processes, products, and intellectual property to extent necessary, consistent with the legal responsibilities of the Owner policies.

2. Contractors shall sign a non-disclosure agreement and abide by the requirements to keep confidential all information concerning bid documents and this project.

G. Use of Subcontractors

1. Successful bidder shall inform the Owner’s contact and General Contractor in writing about the intention to use Subcontractors and the scope of work for which they are being hired.

2. The Owner or Owner’s designated contact must approve the use of Subcontractors in writing prior to the Subcontractor’s hiring and start of any work.
H. The Contractor’s designated Project Manager will be recognized as the single point of contact. The Project manager shall oversee all work performed to ensure compliance with specifications as outlined in bid documents (which includes all specifications, references, and drawings) to ensure a quality installation and attend project meetings with the telecommunication consultant, the Owner and others.

I. Coordination
1. Coordinate installation work with other trades (examples include ceiling grid contractors, HVAC and sheet metal contractors, etc.) to resolve procedures and installation placement for cable trays and cable bundle pathways.
2. The goal of this coordination will be to establish priority pathways for critical data/voice network cable infrastructure, materials, associated hardware, as well as mitigate delays to the project and to allow service access for communications and HVAC components.
3. Exchange information and agree on details of equipment arrangements and installation interfaces.
4. Coordinate with electrical contractors and plan for the pathway routes used communications cabling to minimize cable lengths. Report any potential over distance cable runs for approval before pulling the cables.
5. Record agreements with other trades and distribute record to other participants, Owner and telecommunication consultant.

1.9 PRE-INSTALLATION MEETINGS

A. Communications Contractor shall attend and/or arrange a scheduled pre-installation conference prior to beginning any work of this section. This venue is to ask and clarify questions in writing with consultant and/or project manager/Owner representative.

B. Agenda
1. Safety
2. Work to be performed
3. Scheduling
4. Coordination
5. Other topics as necessary

C. Attendance
1. Communications project manager/supervisor shall attend meetings arranged by General Contractor, Owner’s representatives, and other parties affected by work of this document.
2. All individuals who will serve in an on-site supervisory capacity, including project managers, site supervisors, and lead installers, shall be required to attend the pre-installation conference. Individuals who do not attend the conference will not be permitted to supervise the installation and testing of communications cables on the project.

1.10 CONTRACT ADMINISTRATION

A. DataCom Design Group may perform site visits and provide job field reports upon inspection of Contractor's installation, materials, supporting hardware, coordination with other trades and progress to schedule to the client.

B. Job Field Report outline:
1. General: The general installation progress in relation to scheduled work made by the Contractor up to that date.
2. Deficiencies and/or Items of Note: Documents observations of the cable installation that may require corrective action by the Contractor.

1.11 POST INSTALLATION MEETINGS
A. At the time of substantial completion the contractor shall call and arrange for a post installation meeting to present and review all submittal documents to include but not be limited to As-Built Drawings, Test reports, Warranty paperwork, etc.

B. Attendees shall include
   1. Communications Contractor
   2. Project Manager/Owner Representative
   3. DataCom Design Group
   4. General Contractor
   5. Other trades that the GC deems appropriate.

C. At this meeting the Communications Contractor shall present and explain all documentation.

D. Any discrepancies or deviations noted by and agreed to by participants shall be remedied by the Communications Contractor and resubmitted within one (1) week of the meeting.

1.12 DELIVERY, STORAGE, AND HANDLING

A. Coordination with delivery companies, drivers, site address, and contact person(s) will be the responsibility of the Contractor.

B. Communications Contractor requirements:
   1. Be responsible for prompt material deliveries to meet contracted completion date.
   2. Coordinate deliveries and submittals with the General Contractor to ensure a timely installation.
   3. No equipment materials shall be delivered to the job site more than three weeks prior to the commencement of its installation.
   4. Equipment shall be delivered in original packages with labels intact and identification clearly marked.
   5. Equipment shall not be damaged in any way and shall comply with manufacturer’s operating specifications.
   6. Equipment and components shall be protected from the weather, humidity, temperature variations, dirt, dust, or other contaminants.
   7. Equipment damaged prior to system acceptance shall be replaced at no cost to the Owner.
   8. Contractor shall be responsible for all handling and control of equipment. Contractor is liable for any material loss due to delivery and storage problems.

C. Owner/General Contractor shall provide the security requirements for Contractor to follow.

1.13 PROJECT/SITE CONDITIONS

A. For all environmental recommendations, refer to master Architectural section.

B. For all security recommendations, refer to related consultant sections.

C. Contractor shall provide daily a clean work environment that is free from trash/rubbish accumulated during and after cabling installation.

D. Contractor shall keep all liquids (drinks, sodas, etc.) away from finished spaces. If any liquid or other detriment (cuts, soils, stains, etc.) damages any finishes, Contractor shall provide professional services to clean or repair scratched/soiled finishes, at Contractor’s expense.

E. Damage by Communications Contractor to the work of others will be remedied at the Contractor’s expense in a timely manner.
1.14 WARRANTY

A. General
   1. Contractor shall provide a 25 year Panduit Certification Plus™ System Warranty (or Blinn College School approved equal) on all copper and fiber permanent cabling links.
   2. It is understood the Panduit Certification Plus ™ Warranty is a system performance warranty guaranteeing for 25 years from acceptance that the installed system shall support all data link protocols for which that Category of copper cabling system or fiber OM/OS designation of fiber optic system is engineered to support according to current and future IEEE and TIA standards.
   3. The Panduit Certification Plus ™ System Warranty may be invoked only if the cabling channel links are comprised of continuous Panduit/General Cable components, including patch cords, equipment cords and fiber jumpers.
   4. Upon acceptance of Warranty, Panduit will mail a notification letter to the installer and a notification letter and warranty certificate to Blinn College Academic Technology Services.

B. Contractor Warranty Obligations
   1. Contractor shall name a supervisor to serve on site as a liaison responsible to inspect and assure all terminations are compliant to factory methods taught in Panduit Technician Certification Training, or approved equal, and according to all Standards cited in the Regulatory References section of this document.
   2. All UTP cable pulled and terminated shall be Category 6 cable and connectivity whether new or legacy systems for work area locations and Category 6A for wireless access point locations. The exception to this is the 25 pair Category 5E cable installed for building controls as specified in this document.
   3. All UTP terminations within the Blinn College Academic Technology Services Greenfield (new) projects shall be terminated using the T568B pin-out (wire map). Legacy additions shall match the copper pin-out of the facility to which cabling is being added-to or upgraded.
   4. Contractor shall install all racking and support structures according to cited Standards in such fashion as to maintain both cited industry standards as well as manufacturer recommendations for uniform support, protection, and segregation of different cable types.
   5. Contractor is responsible for maintenance of maximum pulling tensions, minimum bend radius, and approved termination methods as well as adhering to industry accepted practices of good workmanship.
   6. Contractor is responsible for understanding and submitting to Panduit all documents required prior to project start to apply for the Panduit Certification PLUS or Pan/Gen system warranty. These include but are not limited to the project information form and SCS warranty agreement. These requirements are the same for accepted equivalent manufacturers. See “Substitution Policy” for mandatory procedure when offering substitutions.
   7. Contractor is responsible for understanding and submitting to Panduit all documents required at project end. These include, but are not limited to: completed warranty forms, passing test reports and drawings of floor plans showing locations of links tested. These requirements are the same for accepted equivalent manufacturers. See “Substitution Policy” for mandatory procedure when offering substitutions.
   8. Test results shall be delivered in the tester native format (not Excel) and represent the full test report, summaries shall not be accepted. Contact your Panduit representative for a current list of approved testers, test leads and latest operating systems.
   9. The Communications Contractor will correct any problems and malfunctions that are warranty-related issues without additional charge to Blinn College Academic Technology Services for the entire warranty period.
  10. The warranty period shall commence following the final acceptance of the project by Blinn College Academic Technology Services and written confirmation of Warranty from Panduit. These requirements are the same for accepted equivalent manufacturers. See “Substitution Policy” for mandatory procedure when offering substitutions.
C. At least 30 percent of the technicians on the job must have a current Panduit Certified Copper Technician Certificate or an accepted substitute manufacturer to install copper distribution systems.

D. At least 30 percent of the technicians installing any Fiber Distribution Systems must have a current Panduit Certified Fiber Technicians certificate, or accepted substitute manufacturer certificate, to install fiber distribution systems.

E. Contractor shall coordinate with manufacturer for warranty paperwork and procedures prior to the start of the project.

F. Contractor shall provide a minimum one (1) year warranty on installation and workmanship PLUS an Extended Product Warranty and System Assurance Warranty for this wiring system and shall commit to make available local support for the product and system during the Warranty period.
   1. The Extended Product Warranty shall apply to all passive structured cabling system components and shall cover the replacement or repair of defective products and labor for the replacement or repair of such defective products for a minimum of one (1) year.
   2. The System Assurance Warranty provides a complete system and product warranty that will be extended to the end-user, ensuring the structured cabling system will be free of defects in materials and workmanship, will meet or exceed applicable performance requirements defined in the contract documents, and support all current and future network applications for a minimum of twenty (20) years.

G. System Certification: Upon successful completion of the installation and subsequent inspection, the customer shall be provided with a numbered certificate, from the manufacturer, registering the installation.

1.15 PAYMENT

A. Refer to the General Contractor contract documents and/or master specifications issued by Architect for project and cost payment details.

1.16 SUBMITTALS

A. The Communications Contractor shall not perform any portion of the work requiring submittal and review of shop drawings, product data, or samples until Owner has approved the respective submittal in writing. Such work shall be in accordance with approved submittals.

B. Pre-Installation Submittal Requirements
   1. Communications Contractor shall provide certificates for the appropriate insurance coverage as defined in contract documents.
   2. City, county, and/or state telecommunication cabling permits as required by Authority Having Jurisdiction (AHJ).
   3. Executed non-disclosure agreement.
   4. Appoint a Project Manager and provide the name and contact information.
   5. Shop Drawings
      a. Approval by the consultant of such drawings or schedules shall not relieve the contractor from responsibility for deviations from the drawings or specifications, nor shall it relieve the contractor from responsibility for errors of any sort in shop drawings or schedules. Request to deviate shall be submitted in writing to the Architect.
   6. Product Data Cut-sheets
      b. Communications Contractor shall submit catalogue cut-sheets that include manufacturer, trade name, and complete model number for each product specified. Model number shall be handwritten and/or highlighted to indicate exact selection.
c. Communications Contractor shall identify applicable specification section reference for each product performance for each component specified for approval prior to purchase and installation.

7. Warranty
   a. The Communications Contractor shall submit appropriate documentation from the certifying manufacturer showing the project is registered and qualified for the System Assurance Warranty.
   b. All subsequent work shall be in accordance with approved submittals. The Communications Contractor shall not perform any portion of the work requiring approval of the System Assurance Warranty manufacturer's warranty registration qualification procedures that would disqualify any part or all of the wiring system from that warranty qualification.

8. Qualifications
   a. Communications Contractor shall submit a list of the Contractor’s previous projects that demonstrate qualification for this project. This list shall include, but not be limited to:
      1) At least ten (10) other projects in the last five (5) years
      2) Name and location of project
      3) Project contacts, email addresses, and phone numbers
      4) Total square footage
      5) Total number of cables/drops
      6) Types of media
   b. Communications Contractor shall submit an up-to-date and valid statement of qualifications for those assigned to perform the work specified herein at time of bid submission.
   c. Manufacturer certifications for Contractor and installers.

9. Cable Testing Plan
   d. The following minimal items shall be submitted for review:
      1) Examples of test reports, including all graphs, tables, and charts necessary for display of testing results.

10. Samples
   a. For workstation outlet connectors, jack assemblies, housings and faceplates for color selection and evaluation of technical specifications and requirements. Confirm with Architect, interior designer, and Owner representative for color before purchasing materials.

C. Closeout Submittal Requirements
1. As-Built Drawings
   a. Communications Design drawings are to be supplied to the Architect to prepare the master “As-Built” drawings.
   b. Submit one electronic copy and one hard copy with project deliverables within three (3) weeks subsequent to substantial completion. Provide a laminated floorplan with drop designations in the respective serving Telecom Room.
   c. As-Built drawings shall be in AutoCAD format, same version as used by Architect and consultant. Dimensions and scale of the drawing sheets submitted shall match the size of the drawing sheets used for the contract documents.
   d. Utilize normal recognized drafting procedures that match AutoCAD standards, Architect and Consultant guidelines, and methodology.
   e. The As-Built drawings shall incorporate all changes made to the building identified in, but not limited to, addendum, change notices, site instructions or deviations resulting from site conditions.
1) Contractor shall clearly identify any resubmitted drawing sheets, documents or cut sheets either by using a color to highlight or cloud around resubmitted information.

2) Maintain drawing numbering or page/sheet scheme consistency as per previously issued drawings/documents.

2. The Communications Contractor shall deliver the Installer’s Extended Product Warranty and Manufacturer’s signed System Assurance Warranty of installed cabling system to include all components that comprise the complete cabling system.
   a. Delivery shall be completed within two (2) weeks of the time of final punch list review.
   b. Product Certificates shall be signed by manufacturers of cables, connectors, and terminal equipment certifying that products furnished comply with requirements.

3. Cable Testing Report Requirements
   a. Submit certified test reports of Contractor-performed tests. Contractor shall submit the required Test Reports in the format and media specified, upon completion of testing the installed system.
   b. The tests shall clearly demonstrate that the media and its components fully comply with the requirements specified herein.
   c. Three (3) sets of electronic and hardcopy versions of test reports shall be submitted together and clearly identified with cable designations.
   d. Cable inventory data shall be submitted for all fiber, copper, and coaxial cabling and termination components. Include products furnished:
      1) Manufacturer’s name
      2) Manufacturer’s part numbers
      3) Cable designations
      4) Location and riser assignments
      5) Product Data

4. Supply Owner with training manuals with instructions on methods of adding or removing cabling to/from firestopped sleeves and chases.

D. The Contractor’s BICSI Registered Communications Distribution Designer (RCDD) supervisor shall review, approve and stamp all documents prior to submitting. The Contractor’s RCDD shall warrant in writing that 100% of the installation meets the requirements specified herein upon completion of all work.

PART 2 - PRODUCTS

2.1 SUMMARY

A. Equipment and materials shall be standard products of a manufacturer regularly engaged in the manufacture of telecommunications cabling products and shall be the manufacturer’s latest standard design in satisfactory use for at least one year prior to bid opening.

B. All material and equipment, as provided, should be the standard Commercial-Off-The-Shelf (COTS) products of a manufacturer engaged in the manufacturing of such products.
   1. All shall be typical commercial designs that comply with the requirements specified.
   2. All material and equipment shall be readily available through manufacturers and/or distributors.

C. All equipment shall be standard catalogued items of the manufacturer and shall be supplied complete with any optional items required for proper installation.

D. Coordinate the features of materials and equipment so they form an integrated system. Match components and interconnections for optimum future performance and backward compatibility.
E. All materials shall be UL- and/or ETL-approved and labeled in accordance with NEC for all products where labeling service normally applies.

F. Materials and equipment requiring UL 94, 149 or 1863 listing shall be so labeled. Modification of products that nullifies UL labels is not permitted.

G. Backward Compatibility: The provided products shall be backward compatible with lower category ratings such that if higher category components are used with lower category components, the basic link and channel measures shall meet or exceed the lower category's specified parameters.

H. Component Compliance: The provided products shall each meet the minimum transmission specifications listed herein such that no individual component will be less than specifications for permanent link and channel, regardless of the fact that tests for link and channel ultimately meet required specifications.

2.2 ACCEPTABLE MANUFACTURERS

A. Identification (Labeling) System
   1. Panduit
   2. Acceptable alternate

B. Fire-Stop Systems
   1. Hilti
   2. SpecSeal
   3. 3M
   4. Acceptable alternate

PART 3 - EXECUTION

3.1 PREPARATION

A. Field Measurements
   1. Verify dimensions in areas of installation by field measurements before fabrication and indicate measurements on shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying the work.

B. Established Dimensions
   1. Where field measurements cannot be made without delaying the work, coordinate with the General Contractor to establish dimensions.
   2. When approved in writing, proceed with fabricating units without field measurements.
   3. Coordinate supports, adjacent construction, and fixture locations to ensure actual dimensions correspond to established dimensions.

C. Pre-installation inspection
   1. The Contractor shall visually inspect all cables, cable reels, and shipping cartons to detect possible cable damage incurred during shipping and transport.
   2. Visibly damaged goods are not acceptable and shall be replaced by the contractor at no additional cost to the Owner.

3.2 INSTALLATION

A. General
   1. Contractor shall install work in accordance with specifications, drawings, manufacturer's instructions and approved submittal data.
B. Allowable cable bend radius and pull tension:
   1. In general, communications cable cannot tolerate sharp bends or excessive pull tension during installation.
   2. Refer to cable manufacturer's bend radius recommendations for the maximum allowable limits.
   3. After installation, exposed cable and other surfaces must be cleaned free of lubricant residue. Use only lubricants specifically designed for cable installation.

C. Pull Strings
   1. Provide pull strings in all new conduits, including all conduits with cable installed (trailer strings) as part of this contract.
   2. Data and video cables can be pulled in tandem with pull strings.
   3. The pull strings must move freely to prevent cable jacket/cable damage during pulls.

D. Labeling
   1. Cable labels:
      a. Self-adhesive vinyl or vinyl-cloth wraparound tape markers, machine printed with alphanumeric cable designations.
   2. Flat-surface labels:
      a. Self-adhesive vinyl or vinyl-cloth labels, machine printed with alphanumeric cable designations.
   3. Provide transparent plastic label holders, and 4-pair marked colored labels.
   4. In accordance with ANSI/TIA-606-C "Administration Standard for Commercial Telecommunications Infrastructure":
      b. Use "designation strip color-code guidelines for voice, data, cross-connect, riser, and backbone fields".
   5. Install colored labels according to the type of field as per color code designations.
   6. Pathway Labels and Labeling System
      a. Conduits: General-purpose label designed for powdered coated surfaces with an ultra-aggressive adhesive. Label size shall be appropriate for the conduit size. Font size shall be legible from the finished floor.
      b. Inner duct: Polyethylene general-purpose tagging material attached using tie wraps.
      c. Junction boxes: General-purpose label designed for powdered coated surfaces with an ultra-aggressive adhesive, trade name. Font size shall be easily visible from the finished floor.
      e. All labels shall be permanent, i.e. will not fade, peel, or deteriorate due to environment or time.
   f. Identification
      1) All conduits, junction boxes, gutters, and pull boxes shall have machine-generated labels easily visible from the finished floor.
      2) Conduits shall be labeled with the word "communications" and the conduit's origination room number and destination room number.
      3) The Contractor shall label conduit at each wall and floor penetration and at each conduit termination, such as outlet boxes, pull boxes, and junction boxes, or as otherwise specified in other sections.
      4) Junction boxes, gutters and pull boxes shall be labeled with identification name or number as determined by contractor and submitted for approval.
      5) The Contractor shall label conduit sleeves at each wall and floor penetration.

E. Firestop
   1. Provide approved fire-resistant materials to restore originally-designed fire-ratings to all wall, floor, and ceiling penetrations used in the distribution and installation for communications cabling system.
2. Install and seal penetrations (conduit, sleeves, slots, chases) in fire-rated barriers created for communications infrastructure to prevent the passage of smoke, fire, toxic gas, or water through the penetrations.

3. The firestopping material shall maintain/establish the fire-rated integrity of the wall/barrier that has been penetrated.

4. All through penetrations in a fire rated surface require a sleeve, regardless of penetration diameter or penetrating cable count.

5. Using a “ring and string” method of installing cabling for membrane penetrations in a wall cavity is acceptable, provided the solution was accepted by the Owner in writing. Code-compliant firestopping rules still apply.

6. Coordinate firestopping procedures and materials with General Contractor.

7. Sharing the pathway of other trades/utilities through compliant and non-compliant penetrations does not remove the requirement to maintain code-compliant firestopping.

8. Provide and install removable, intumescent mechanical systems in floor chases for all openings greater than 0'-4".

9. Provide and install removable, intumescent, firestop bricks for all openings greater than 0'-4" where there are penetrations through walls.

10. Bricks shall be listed for insertion in fire-rated openings and require restraining materials or apparatus as needed per manufacturers’ specifications.

11. Provide manufacturer recommended material for rated protection for any given barrier.

12. Laminate and permanently affix adjacent to chases the following information:
   a. Manufacturer of firestop system.
   b. Date of installation/repair.
   c. Part and model numbers of system and all components.
   d. Name and phone numbers of local distributor and manufacturer’s corporate headquarters.

13. Solutions and shop drawings/submittals for firestop materials and systems shall be presented to the General Contractor for written approval of materials/systems prior to purchase and installation.

14. Materials shall be installed per manufacturer instructions, be UL-listed for intended use, and meet NEC and locals codes for fire stopping measures.

15. The material chosen shall be distinctively colored to be clearly distinguishable from other materials, adhere to itself, and maintain the characteristics for which it is designed to allow for the removal and/or addition of communication cables without the necessity of drilling holes in the material.

16. Develop training manuals with instructions on methods of adding or removing cabling to/from firestopped sleeves and chases.

F. Within the normal environment, the installed systems shall not generate nor be susceptible to any harmful electromagnetic emission, radiation, or induction that degrades, or obstructs any equipment.

G. Expansion Capability: Unless otherwise indicated, provide spare conductor pairs in cables, positions in patch panels, cross connects, and terminal strips, and space in cable pathways and backboard layouts to accommodate 20% future increase in structure cable system capacity.

H. In the event of a breach of the representations and warranties contained herein, the Contractor, at their own expense, shall take all measures necessary to make the cabling system work and comply with the applicable manufacturer written technical recommendations and standards.

I. System Tests
   1. Upon completion of the installation of the communications infrastructure systems, including all pathways and grounding, the Contractor shall test the system.
      a. Cables and termination modules shall be affixed, mounted or installed to the designed/specified permanent location prior to testing.
b. Any removal and reinstallation of any component in a circuit, including faceplates, shall require retesting of that circuit and any other disturbed or affected circuits.

c. Approved instruments, apparatus, services, and qualified personnel shall be utilized.

d. The Contractor must verify that the requirements of the specifications are fully met through testing with an approved tester (rated for testing parameters listed elsewhere), and documentation as specified below.

e. This includes confirmation of requirements by demonstration, testing and inspection. Demonstration shall be provided at final walk-through in soft copy and printed test data.

3.3 CLEANING

A. The Contractor will clean all surfaces prior to final acceptance by Owner.

3.4 COMPLETION INSPECTION AND PUNCH LIST

A. When the Contractor determines that the Scope of Work has been completed in accordance with the plans and specifications, Contractor shall schedule a Completion Inspection with the Owner.

B. A Punch List will be generated during the Completion Inspection containing deficiencies in need of corrective action.

C. Complete all punch list deficiencies within 10 working days. The work is not complete until all punch list deficiencies have been addressed.

3.5 ACCEPTANCE

A. Once all work has been completed, test documentation has been submitted, and Owner is satisfied that all work is in accordance with contract documents, the Owner shall notify Contractor in writing of formal acceptance of the system.

B. Contractor must warrant in writing that 100% of the installation meets the requirements specified herein (Standards Compliance & Test Requirements).

C. Acceptance shall be subject to completion of all work, successful post-installation testing which yields 100% PASS rating, and receipt of full documentation soft and hard copies as described herein.

END OF SECTION 27 00 00
SECTION 27 15 00 – COMMUNICATIONS HORIZONTAL CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. This section of the horizontal cabling portion of a structured cabling system includes:
   1. UTP Copper cabling
   2. Termination and patch cables

B. Provide all horizontal cabling, terminating hardware, adapters, and cross-connecting hardware necessary to interconnect all system equipment including equipment located in communications rooms.

C. Related Sections
   1. Section 260000 Electrical (including related sub-sections)
   2. Section 270000 Communications
   3. Section 280000 Electronic Security (including related sub-sections)

1.2 REFERENCES

A. The publications listed below form a part of this specification. The publications are referred to in the text by basic designation only.

B. Specific reference in specifications to codes, rules, regulations, standards, manufacturer’s instructions, or requirements of regulatory agencies shall mean the latest printed edition of each in effect at the date of contract unless the document is shown dated.

C. Conflicts
   1. Refer to section 270000.

D. Codes and Standards
   1. Refer to section 270000.

1.3 SUBMITTALS

A. Refer to sections 270000.

1.4 QUALITY ASSURANCE

A. Refer to section 270000.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Refer to sections 270000.

B. Storage temperature range: -40°F to 149°F (-40°C to 65°C)

1.6 PROJECT/SITE CONDITIONS

A. Refer to section 270000.

1.7 WARRANTY

A. Refer to section 270000.
PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Labeling
   1. Refer to section 270000.

B. Firestopping
   1. Refer to section 270000.

2.2 ACCEPTABLE COPPER MANUFACTURERS

A. UTP Plenum Rated Cable
   1. Panduit
   2. Owner approved alternate

B. Data Outlet Components
   1. Panduit – Mini-Com
   2. Owner approved alternate

C. Copper Patch Cords
   1. Panduit (28 awg “small diameter”)
   2. Owner approved alternate

2.3 HORIZONTAL COPPER CABLING

A. Recognized cabling for providing the signal medium from the work area to the communications room shall include the following:

B. Horizontal Cabling (Blue Jacket)
   1. Category 6 UTP cable
      a. PUP6C04BU-U
      b. PUO6C04BL-U

C. Category 6 UTP Cable Requirements:
   1. 23/24 AWG solid bare copper
   2. Cable jacket shall comply with NEC Article 800 for use as a plenum cable and shall be UL and c (UL) Listed Type CMP (communications multipurpose plenum)
   3. Cable shall terminate on an eight-pin modular jack at each outlet. All horizontal cabling shall meet or exceed the ANSI/TIA-568.2-D Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted Pair Cabling Components
   4. Cables shall be marked as UL verified with a minimum of Category 6 rating
   5. The cable shall support Voice, Analog Base band Video/Audio, Fax, Modem, Switched-56, T-1, ISDN, RS-232, RS-422, RS-485, 10BASE-T Ethernet, Token Ring, 100Mbps TP-PMD, 100BASE-T Ethernet, 155 Mbps ATM, AES/EBU Digital Audio, 270 Mbps Digital Video, 622 Mbps 64-CAP ATM and emerging high-bandwidth applications, including 1 Gbps Ethernet, gigabit ATM, as well as all 77 channels (550 Mhz) of analog broadband video
   6. The maximum horizontal cable length for Category 6 copper cable from the termination of the cable in the communications room to the outlet is 290'-0”.
   7. Cable shall meet or exceed the following electrical characteristics:
   8. Cable shall be specified to 250 MHz and shall meet the manufacturer’s guaranteed electrical performance and physical specifications.
2.4 TERMINATION HARDWARE

A. Work Area Outlet
   1. Universal eight-position jack pin/pair assignments
   2. Jack Color:
      a. Data - Work Area - Category 6: Blue (Panduit Mini-Com® TX6™)

2.5 PATCH CABLES

A. Verify exact quantities and lengths with Owner prior to purchase

B. Patch Cable requirements: (Blue)
   1. Category 6, stranded UTP cable
   2. 28 awg/small diameter
   3. Standard modular non-keyed, 8-position 8-conductor plug
   4. 94V-0 rated
   5. UL listed
   6. Meets FCC Part 68

C. Provide 1'-0" Patch Cords for each installed port in the communications room.
   1. Coordinate with Owner on the active equipment layout prior to purchase to ensure correct sizing of patch cords from patch panels to switching equipment.

D. Place each size/length patch cord in a separate container, and mark the containers that hold the patch cords with the length of patch cords contained within.

E. All cords shall conform to the requirements of ANSI/TIA-568.2-D Commercial Building Telecommunications Cabling Standard, Horizontal Cabling Section, and be part of the UL LAN Certification and Follow-up Program.

F. Cords shall be equipped with an eight-pin modular connector on each end, wired straight through and shall be of appropriate length for application.

G. All rated patch cords shall be round, and consist of #28 AWG copper, stranded conductors, tightly twisted into individual pairs.

H. Patch cords shall be made and warranted by the manufacturer of the cabling system installed in this project and shall meet or exceed patch cord specifications as outlined in TIA standards.

2.6 IDENTIFICATION (LABELING) SYSTEM

A. Refer to sections 27000.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Refer to Section 27000.

3.2 PREPARATION

A. Refer to section 27000.
B. The Contractor shall check pathways, raceways, and other elements for compliance with space allocations, installation tolerances, debris, hazards to cable installation, and other conditions affecting installation prior to installation.

3.3 INSTALLATION REQUIREMENTS

A. Refer to section 270000.

B. All installation shall be done in conformance with ANSI/TIA-568-D standards, BICSI methods, industry standards and manufacturer's installation guidelines.
   1. The Contractor shall ensure that the maximum pulling tensions of the specified distribution cables are not exceeded and cable bends maintain the proper radius during the placement of the facilities.
   2. Failure to follow the appropriate guidelines shall require the Contractor to provide in a timely fashion the additional material and labor necessary to properly rectify the situation.
   3. This shall also apply to any and all damages sustained to the cables by the Contractor during the implementation.

C. Install cable using techniques, practices, and methods that are consistent with specified data cabling and the installed components and that ensure specified performance levels of completed and linked signal paths, end to end.
   1. Pull cables in smooth and regular motions using methods that prevent cable kinking.
   2. Pull cables simultaneously if more than one is being installed in the same raceway/pathway.
   3. If necessary, use approved cable pulling lubricant
   4. Use fish tape, cable, rope, basket weave wire/cable grips, and other tools that will ensure no damage to the media or raceway.
   5. Install open cabling parallel and perpendicular to surfaces or structural members following surface contours where possible.
   6. Do not bend cable greater than a bend radius of 0'-1".

D. Provide a 10'-0" service loop at the communications room and shall provide a 1'-6" service loop above the access ceiling or cable trays unless specified otherwise.
   1. All service loops shall be a minimum of 1'-6" (18") in diameter and be accessible for maintenance.

E. Coordinate loop placement and orientation with the technology consultant.
   1. This allows for future changes or expansion without installing new cables.

F. Install cables in continuous “home run” lengths from work station outlet to specified patch panel.
   1. No intermediate punch down blocks or splices may be installed or utilized between the communications rooms and the workstation outlet without written Owner permission.

G. All cable must be handled with care during installation so as not to change performance specifications.
   1. Factory twists of each individual pair must be maintained up to the connection points at both ends of the cable.
   2. There shall never be more than 0'-½” of unsheathed cable at either the wiring closet or the workstation termination locations.

H. All cabling and associated hardware shall be placed so as to make efficient use of available space.
   1. All cabling and associated hardware shall be placed so as not to impair equipment's efficient use of their full capacity.
3.4 CABLING METHODS

A. The Contractor shall provide cabling in accessible spaces, cable tray, (surface and/or enclosed raceway), conduits, and/or J-Hook cable support system.
   1. Within consoles, racks, cabinets, desks, and counters, in accessible ceilings spaces and in gypsum board partitions where open cable method may be used.
   2. Use UL or ETL listed plenum rated cable in all spaces.
   3. Provide all necessary installation materials, hardware, tools and equipment to perform insulation displacement type terminations at all data outlets, patch panels, and voice termination materials.

B. Conceal raceway and cabling except in unfinished spaces as is practical.

C. Exposed Cable
   1. All station cabling shall be installed inside walls or ceiling spaces whenever possible.
   2. Exposed station cable will only be run where indicated on the drawings and will only be allowed when no other options exist.
      a. Owner must approve all exceptions.

D. The Contractor shall utilize conduits/cable tray as indicated on the drawings.

E. All cabling placed above drop ceilings must be supported by cable tray, J-hooks, caddy bags or conduit.
   1. The Contractor shall permanently affix cable supports to the building structure or substrates and provide attachment hardware and anchors designed for the structure to which attached and are suitably sized to sustain the weight of the cables to be supported.
      a. Attaching cable to pipes or other mechanical items is not permitted.
      b. Cabling shall not be attached to ceiling grid wires.
   2. Multiple cables are to be dressed every 5'-0" to 7'-0".
      a. Maximum cable sag between cable hooks is 3"-6".

F. The Contractor shall route data and voice cables separately in a neat and orderly fashion.
   1. No cable ties or wraps shall be used to secure the cables in the runway outside of the communications rooms. Cable ties shall be rated for the environment.

G. Keep all items protected before and after installation with dust and moisture proof barrier materials/envelopes.

H. If wiring is terminated on patch panels, data, voice jacks prior to painting, carpet installation, and general finish clean up, these jacks shall be placed in a protective envelope to ensure dust, debris, moisture, and other foreign material do not settle onto jacks’ contacts.
   1. Envelope will be removed on final trim out after other trades have completed their finish work.
   2. It shall be the Contractor’s responsibility to ensure the integrity of these protective measures throughout the life/installation of the project.
      a. Cable bundles brought into the communications rooms shall be routed and dressed in such a manner that prior to termination the cables are not subject to damage and misuse such as installers walking on the bundles that are on the floor.
      b. Cable pulling force shall not exceed 25 lbs of pulling tension or cable manufacturer’s recommended pulling tensions.
      c. Do not leave cables on the floor unprotected or cable bundles hanging from the ceilings. Coil them up in a temporary manner and protect them from damage.
I. Communications room cables shall be combed and dressed in a manner as to prevent twists, “braiding” and crossed cables in the cable bundle from the communication room entrance to the termination point at the rear of the patch panel.
   1. Behind the patch panel, the cable bundle shall be attached to the rear cable support bar, and shall drop out each cable in a neat, cascading manner to prevent crossed and/or interwoven cables to each patch panel port termination point.
      a. Use Velcro wraps instead of cables ties for all bundling in the communications rooms.
      b. Plastic/nylon tie-wraps are not allowed to permanently secure cables inside the communications room.

3.5 CABLING SEPARATION

A. Comply with TIA rules for separating unshielded copper communication and data-processing equipment cables from potential EMI sources, including electrical power lines and equipment.

B. Maintain a minimum spacing of 1'-6" (18") from electrical feeders and/or branch circuit wiring including, but not limited to, light fixtures, sources of heat and EMI sources.

C. Maintain a minimum spacing of 1'-0" from auxiliary systems cabling.

D. Maintain a 1'-0" separation where cables must pass perpendicularly to electrical, plumbing, or other wiring, conduit, or piping systems.
   1. Use non-conduit bushings, if necessary to maintain separation, which allow for the addition of a reasonable number of cables in the future.

E. Maintain communications pathways away from electrical apparatus such as motor driven equipment and transformers, minimum separation distance of 10'-0" is recommended.

3.6 CABLING TERMINATION

A. Category Modular Jacks
   1. All jacks shall be Category 6, eight-position copper jacks shall be Panduit Mini-Com® TX6™ PLUS UTP Jack Modules throughout the install.
   2. Category 6 jacks at the work area shall be color blue and wireless access point yellow unless otherwise indicated in project-specific documentation.
   3. Utilize patent-pending enhanced Giga-TX ™Technology for jack terminations which optimizes performance by maintaining cable pair geometry and eliminating conductor untwist.
   4. No punch-down tool required; termination tool (EGJT) ensures conductors are fully terminated by utilizing a smooth forward motion without impact on critical internal components for maximum reliability.
   5. Have available a high-volume “gun-style” optional termination tool (TGJT) that reduces termination time by 25% and is ideal for high volume installations.
   6. Identified options that include optional labels and icons.
   7. Be compatible with Mini-Com ® Modular Patch Panels, Faceplates, and Surface Mount Boxes.

B. Terminate cables in consistent consecutive order.

C. Terminate cables onto 8P8C modular patch panels without damaging twisted pairs or jacket.

D. Arrange cables on patch panels and voice termination hardware in ascending order of room numbers and outlet numbers within rooms.

E. Provide a 10'-0" service loop for horizontal cables at each rack in communications rooms.
1. Locate loop at ceiling deck or on bottom of cable runway in minimum 1'-6" (18") diameter.

F. Provide a 3'-6" service loop for horizontal cables at work area outlets. Locate service loop above or below data/voice outlet were vertical cable run transitions to horizontal run.

G. Maintain twists in cable pairs to within 0'-½" of termination.

H. Systems Cabling (Electronic Safety and Security <ESS> devices)
   1. Video Cameras will require a field terminated plug on the end of a horizontal cable to be directly plugged into device.
      b. Contractor shall use applicable equipment in testing solid conductor plug.
   2. Group all security systems cables in one group.
   3. Clearly label cable number and function, in the last positions on the horizontal cabling blocks in each communications room.

I. Limit cable-bending radius to 20X the cable diameter during installation, and 15X the cable diameter after installation.

J. Start numbering at the left of the main door to the room and continue in a clockwise direction around the room.
   1. The cables within the room will be terminated starting with the cables located to the left of the main door to the room and continue around the room in a clockwise direction.

3.7 TERMINATION HARDWARE

A. Station Hardware
   1. Flush mount jacks shall be mounted in a faceplate with back box.
   2. Outlets shall not be mounted on temporary, movable, or removable surfaces, doors, or access hatches without prior Owner approval.
   3. 8P8C Jack Pin Assignments for work area outlets shall match the T-568B wiring scheme.

3.8 IDENTIFICATION AND LABELING

A. Labeling system shall consist of a hand-held portable printer and labels appropriate to the application. Handwritten labels are not acceptable.

B. Fiber termination hardware (designation strip) shall have a 0'-¾" x 0'-¼" thermal transfer printable label with a permanent acrylic adhesive.

C. 110-type copper termination hardware shall have a laser printable, non-adhesive label designed for 110 terminal block marking.

D. All labels shall be permanent and shall not fade, peel, or deteriorate due to environment or time.

E. The Contractor shall provide a copy of the finalized plan in writing to the Owner representative and DataCom Design Group for review and authorization to proceed.
   1. Coordinate with Owner for specifications on labeling of all hardware, cabling, and related equipment prior to any testing.

F. Labeling requirements:
   1. Label cable terminations on designation strips.
   2. Label all cable at each terminating point.
   3. Label each port of the work area outlet.
   4. Cable identification numbers shall not be duplicated.
5. Label patch panels and wall mounted termination blocks in the communications rooms to match those on the corresponding voice and data outlets.
   a. The font shall be at least 0'-1/8" in height.

6. Where a wireless access point is installed above an acoustical ceiling, label the ceiling grid frame below the access point, displaying the data port number and, if applicable, the access point identification number. Coordinate labeling of grid with Owner and Architect prior to application of labels.

7. Label each distribution rack, block and other terminating equipment unit and field within that unit within 0'-4" from the block or patch panel termination. Keep labels in a neat and orderly lineup.

8. Label each connector and each discrete unit of cable-terminating and connecting hardware within connector fields, in wiring closets and equipment rooms.
   a. Where similar jacks and plugs are used for both communication and data-processing equipment, use a different color for jacks and plugs of each service.

9. Post the cable schedule in a prominent location in each wiring closet and equipment room. List incoming and outgoing cables and their designations, origins, and destinations.

G. Location and termination field description
   1. Room location
   2. Rack-mount or Wall mount
   3. Termination field type
      a. Specific patch panel ports versus a separate dedicated patch panel
      b. 110-type or M66 blocks

H. Unique identifiers
   1. Segregation and position on equipment rack
   2. Port color-coding
   3. Unique labeling

I. Documentation
   1. Provide electronic copy of final comprehensive schedules for project in software and format selected by Owner.
      a. All labels shall correspond to as-built drawings and to final test reports.
   2. All cable inventory data documentation shall be submitted in format coordinated with and approved by Owner so that data can be incorporated into existing databases.
   3. Documentation shall include cable identification number, source and destination, type of cable, length of cable and number of pairs or fibers.
   4. Complete cross connect documentation is required.

3.9 FIELD QUALITY CONTROL

A. Refer to section 270000.

3.10 POST-INSTALLATION TESTING

A. Contractor shall test each pair or strand of every cable prior to acceptance. (100% PASS)

B. Contractor shall submit acceptance documentation as defined below. No cabling installation is considered complete until test results have been completed, submitted and approved.

C. Standards Compliance and Test Requirements:
   1. Cabling shall meet ANSI/TIA-568.2-D Category 6 Horizontal cabling requirements.

D. Attenuation, NEXT, PSNEXT, Return Loss, ELFEXT, and PSELFEXT data that indicate the worst case result, the frequency at which it occurs, the limit at that point, and the margin.
1. These tests shall be performed in a swept frequency manner from 1 MHz to highest relevant frequency, using a swept frequency interval that is consistent with TIA and ISO requirements.

2. Information shall be provided for all pairs or pair combinations and in both directions when required by the appropriate standards.

3. Length, propagation delay, and delay skew relative to the relevant limit.
   a. Length, propagation delay, and delay skew shall be tested relative to the relevant limit.
   b. Test shall also include mutual capacitance and characteristic impedance.
      1) Any individual test that fails the relevant performance specification shall be marked as a "FAIL".

E. Cable Test Documentation:
1. Cable test documentation shall be submitted in hard copy and electronic formats.
   a. If proprietary software is used, disk or CD shall contain any necessary software application required to view test results.
   b. Electronic reports shall be accompanied by a Certificate signed by an authorized representative of the Contractor warranting the truth and accuracy of the electronic report.
   c. Certificate shall reference traceable circuit numbers that match the electronic record.

2. Each test record shall contain the cable ID as follows:

3. Test results saved within the field-test instrument shall be transferred into an accessible database utility that allows for the maintenance, inspection and archiving of the test records.
   a. These test records shall be uploaded to the PC unaltered, i.e., "as saved in the field-test instrument".
   b. The file format, CSV (comma separated value), does not provide adequate protection of these records and shall not be used.

4. Test reports shall include the following information for each cabling element:
   a. Wire map results that indicate that 100% of the cabling has been tested for shorts, opens, miss-wires, splits, polarity reversals, transpositions, presence of AC voltage and end-to-end connectivity.
   b. Length, propagation delay, and delay skew relative to the relevant limit. Any individual test that fails the relevant performance specification shall be marked as a "FAIL".
   c. Cable manufacturer, cable model number/type, and NVP
   d. Tester make & model, serial number, hardware version, and software version.
   e. Cable ID and project name
   f. Auto-test specification used
   g. Overall pass/fail indication
   h. Date of test

F. Cable Test Equipment
1. Contractor shall supply all of the required test equipment used to conduct acceptance tests.
2. Test equipment used under this contract shall be from manufacturers that have a minimum of 5 years experience in producing field test equipment. Manufacturers shall be ISO 9001 certified.
3. Testing equipment shall be UL-verified to meet Level III accuracy.
   a. The cable installers shall have a copy of this reference in their possession and be familiar with the contents.
4. Testing equipment shall be within the calibration period recommended by the manufacturer.
5. Testing equipment shall have the latest software and firmware installed.
6. Testing equipment of a given type shall be from the same manufacturer, and have compatible electronic results output.
7. Test adapter cables shall be approved by the manufacturer of the test equipment.
   a. Adapter cables from other sources are not acceptable.
   b. Adapter cables must be replaced after 1000 tests to ensure accuracy.
8. Test equipment must have a dynamic range of at least 100 dB to minimize measurement uncertainty.
9. Test equipment must be capable of storing full frequency sweep data for all tests and printing color graphical reports for all swept measurements.
10. Test equipment must include S-Band time domain diagnostics for NEXT and return loss (TDNXT and TDRL) for accurate and efficient troubleshooting.
11. Test equipment must be capable of running individual NEXT, return loss, etc measurements in addition to auto tests. Individual tests increase productivity when diagnosing faults.
12. Test equipment must include a library of cable types, sorted by major manufacturer.
13. Test equipment must be able to internally group auto tests and cables in project folders for good records management.
   a. Test equipment must store at least 1000 auto tests in internal memory.
14. Test equipment must include DSP technology for support of advanced measurements.
15. Test equipment must make swept frequency measurements in compliance with TIA standards.
16. The measurement reference plane of the test equipment shall start immediately at the output of the test equipment interface connector.
17. There shall not be a time domain dead zone of any distance that excludes any part of the link from the measurement.
18. Acceptable testers:
   a. Fluke DTX/DSX CableAnalyzer
   b. Owner approved equivalent

3.11 CLEANING
A. Refer to section 270000.

3.12 ACCEPTANCE
A. Once all work has been completed, test documentation has been submitted and approved, and the Owner is satisfied that all work has been completed in accordance with contract documents, the Owner will notify Contractor in writing of formal acceptance of the system.
B. Contractor's RCDD shall warrant in writing that 100% of the installation meets the requirements specified herein.
C. Acceptance shall be subject to completion of all work, successful post-installation testing which yields 100% PASS rating, and submittal and approval of full documentation as described above. Tests with the "* PASS" (asterisk) will not be acceptable.
   1. These circuits must be repaired to meet "PASS".

END OF SECTION 27 15 00
SECTION 280000 - ELECTRONIC SECURITY

PART 1 - GENERAL

1.1 280000 and all sub-sections (Electronic Security) shall be awarded a Blinn College preferred contractor. The prequalified contractors are listed below.

A. List of prequalified contractors.
   1. Custom Access & Integration (klytle@custom-access.com)
   2. Micro Integration – (mking@microint.com)

1.2 PROJECT SUMMARY/OVERVIEW

A. This document covers the general requirements for work to be performed to provide electronic security.

B. The contents of this document, along with related drawings and other documentary material, are critical to the security of this project and Owner and shall remain secure and confidential.

   1. Confidential information shall not be deliberately or inadvertently disclosed to anyone other than the Contractor's personnel and subcontractors who require disclosure to perform their portion of the work.
   2. This confidential information shall be tracked to ensure that copies are accounted for and properly destroyed when no longer needed to perform the work.

C. The security systems shall consist of the following integrated subsystems as specified herein:

   1. Electronic Access Control
   2. Wire and Cable

D. Provide complete turnkey systems with the exception of those items noted within this specification as being provided by others.

E. Related Sections include:

   1. Section 087100 Door Hardware
   2. Section 260000 Electrical (including related sub-sections)
   3. Section 270000 Communications (including related sub-sections)
   4. Section 281000 Electronic Access Control

1.3 GENERAL REQUIREMENTS

A. Upon completion of commissioning testing and Owner acceptance, DataCom Design Group bears no liability or responsibility for the continued proper operation of the installed systems.

B. The Items described herein shall not be modified or substituted without consent of DataCom Design Group and/or the Owner.
C. Electronic security systems integrator (security subcontractor) manager/supervisor shall attend meetings arranged by the Contractor, Architect, Owner or other parties affected by the work of this Section 280000.

D. If the manufacturer of security devices or connecting hardware has supplied post manufacture performance data, copies of such are to be kept for inclusion in the documentation and made available to the Owner upon request.

E. All materials are to be new unused and of the latest series of model number, unless otherwise indicated by the Owner or security system designer.

F. All materials shall be rated for the environment they are installed.
   1. All materials shall be UL- and/or ETL-approved and labeled in accordance with NEC for all products where labeling service normally applies.
   2. Materials and equipment requiring UL 94, 149 or 1863 listing shall be so labeled.
   3. Modification of products that nullifies UL labels is not permitted.

G. All security integrator personnel must be manufacturer certified and capable of an installation that falls under the manufacturer's guidelines necessary to obtain a manufacturer warranty.
   1. The integrator shall provide all components/materials essential for a complete and functional security access and surveillance system.

H. Security integrator shall issue a two (2) year warranty on installation and workmanship.

I. These Specifications and Drawings are intended for bidding purposes only, No part shall be copied or used for any purpose other than bidding on this project.
   1. This package shall be contractual upon bid award.

J. Drawings and Specifications are to be used in conjunction with one another and to supplement one another.
   1. In general Specifications determine the nature and quality of the materials and tests, and drawings establish the quantities, details and give characteristics of performance that should be adhered to in the installation of the security system components.
   2. If there is an apparent conflict between the drawings and specifications, or within the specifications themselves, the items with greater quantity or quality shall be estimated and installed.
   3. Clarification with the Owner/Designer about these items shall be made prior to purchase and installation.
   4. Questions regarding the Specification or system requirements should be directed in writing to DataCom Design Group or the Owner.

K. Security integrator shall adhere to Division 1 general requirements and written security Specifications and Drawings within this construction package and shall be responsible for complying with all local, state and federal laws or regulations applicable to the work being performed, even though said law, rule or regulation is not identified herein.

L. Security integrator shall arrange and pay for any inspections required by the public agencies having jurisdiction in the area.

M. The security contractor shall procure and maintain for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from, or conjunction
with, the performance of the work hereunder by the security integrator, his agents, representatives, or employees.

1. The security integrator shall pay the cost of such insurance.

N. The security integrator will respect and protect the privacy and confidentiality of the Owner, his employees, processes, products, and intellectual property to the extent necessary, consistent with the legal responsibilities of the State of Texas and the Owner.

O. If required the security integrator shall sign a non-disclosure agreement and abide by its requirements to keep confidential all information concerning bid documents and this Project.

P. Furnish submittals and manuals in accordance with Division 1.

Q. Furnish a detailed material list complete with suppliers (distributors) list of components and distributors name, address, and phone number.

R. Refer to Specifications issued by Architect, Division 1, for Project and cost payments.

1.4 REFERENCES

A. The publications listed below form a part of this Specification. The publications are referred to in the text by basic designation only.

B. Specific reference in Specifications to codes, rules, regulations, standards, manufacturer’s instructions, or requirements of regulatory agencies shall mean the latest printed edition of each in effect at the date of contract unless the document is shown dated.

C. For conflicts between referenced requirements and contract documents comply with the one that is more stringent.

1. Federal, State, and Local codes, regulations and ordinances
4. NFPA 730: Guide for Premises Security
5. NFPA 731: Standard for the Installation of Electronic Premises Security
7. Building Codes (UBC) (IBC), latest editions
8. Occupational Health and Safety Act (OSHA)
9. Americans with Disabilities Act (ADA)
10. Local Governing Authorities Having Jurisdiction
11. Underwriters Laboratory (UL) Applicable Standards for Safety and Security
12. Institute of Electrical and Electronics Engineers (IEEE) Applicable Standards
13. Telecommunications Industry Association (TIA) Applicable Standards

D. Related Documents

1. Security Drawings
2. General provisions of contract
3. Uniform general conditions
4. Supplementary general conditions
5. Architectural plans & specifications
6. Requirements of Division 1
7. Electrical / Mechanical / Telecommunications specifications and plans.
1.5 DESCRIPTION OF SYSTEM WORK

A. Furnish and install all materials, tools, equipment, and services for all electronic security/surveillance devices to provide functioning systems in accordance with performance requirements specified and any modifications resulting from reviewed shop and field coordinated drawings.

1. Access Control System
   a) This system replaces the typical mechanical key controlled door lock with a door locking system that uses an access card as the access credential.
   b) The system includes an electric door-locking mechanisms, wireless intelligent locksets, hardwired intelligent locksets, card reader located adjacent the door, door status sensor, door prop alarm and a request to exit device.
   c) Typical system configuration is card or schedule controlled entry with free exiting.

B. RACKS AND ENCLOSURES

1. Wall mounted enclosures, data gathering panels, and power supply panels shall be installed as per manufacturer’s requirements.
   a) Coordinate pathways and power with Electrical and Telecommunications Contractors
   b) Furnish all labor, materials, tools, equipment, and services for all control consoles, equipment racks, cabinets, and enclosures not provided by others in accordance with contract documents.
   c) Completely coordinate with work of other trades to avoid duplication in purchasing.
   d) Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, and devices incidental to or necessary for a sound, secure and complete installation.

2. The designated security space will provide an area reserved for rack and wall mounted security equipment.
   a) Backboard wall area of 8'-0" X 8'-0" shall be reserved for wall-mounted components when available.

C. Provide all supplementary or miscellaneous items and devices incidental to or necessary for a sound and complete installation.

D. Drawings are representative and show general arrangement of systems and equipment, except when dimensioned or detailed.

1. For exact locations refer to dimensioned architectural drawings.
   a) Field measurements take precedence over dimensioned drawings.
   b) Field verify locations and arrangement of all systems and equipment.
   c) Coordinate all work with other trades and Contractor.

E. Circuit Supervision

1. Supervise all signal and data transmission lines, links with other systems, and sensors.
   a) Indicate circuit and detection device faults with both protected zone and trouble signals.
   b) Initiate an alarm in response to opening, closing, or shorting of a signal or data transmission line.

F. Electronics systems work as specified in this Section and Section 281000 shall include:
1. A project kick-off/pre-submittal meeting with the Architect, Designer, and Contractor to review security design package.
   a) Additional participants shall include:
      1) Division 8 subcontractors
      2) Division 26 subcontractors

2. Preparation of pre-installation submittals, including point-to-point wiring information for security equipment to interface to work by others prior to start of any installation work. Include lock permit requests in submittals for review.

3. Furnishing and installation of all security devices, components and accessories.

4. The furnishing and coordination on installation of special back boxes for security equipment and field devices as required.

5. Equipment Enclosures shall to be furnished and installed by the Security contractor.
   a) Coordinate location, size and positioning of racks and enclosures with owner.

6. Furnishing, installation and termination of all copper wiring and cabling including any special purpose wire and cable for electronic security systems.
   a) Coordinate all network and fiber optic cable interface provided by telecommunications subcontractor.

7. Coordinate raceway and power distribution systems provided by Division 26.

8. Provide and install 12/24 VAC/DC input power to all field devices as required.

9. Coordination with other trades and Owner required to facilitate the installation of the security equipment including:
   a) Division 08 (doors)
   b) Division 26 (power, raceways, and fire alarms)
   c) Division 27 (telecommunications network interface).

10. Wiring and termination of electrified door hardware by security subcontractor shall be concurrent with the installation of these electrified components by the door hardware subcontractor.

11. Programming of all security control equipment and prior coordination with the Owner’s security and telecommunications personnel.

12. Preparation of “As-Built” documentation.

13. Warranty service for completed work.

1.6 SUBMITTALS

A. Refer to Requirements of Division 1.

B. Pre-Installation Submittal Requirements

1. Submittals for electronic security shall be complete and submitted at the same time.
   a) No partial submittals will be accepted for review.
   b) Allow 2 weeks for consultant review of submittals.

2. General Requirements
   a) A functional description of each system.
   b) All cable and wiring types for each device type used.
   c) Certification that lock wiring and access control systems requirements have been coordinated with electrified door hardware, fire alarm systems, automatic door controls, and overhead door controls specified in other sections and other packages.
   d) Power supply points listing with devices and maximum loads to prevent overloading.
e) Battery backup calculations to show load and back-up times for UPS and power supplies with batteries.

f) Equipment schedules listing all system components, manufacturer, model number and quantities of each.

g) Provide project schedule that includes a sequence of existing system replacement and sequence of operations, organized by building, for review and approval by owner.

h) Qualifications and proof of work history (with references).

3. Product Data Cut-sheets

a) Complete manufacturer’s technical data including manufacturer warranty information, descriptive literature, illustrations, and installation instructions for all components included within this project indicating compliance with applicable referenced standards, size, dimensions, model number, electrical characteristics, support requirements, connection requirements and all applicable information verifying that submitted components comply with Contract Documents.

4. Shop Drawings

a) Floor plans necessary to identify specific device locations, cable routes and quantities, cable types, riser locations, and references to installation details and diagrams.

b) Riser diagram showing routes between floors or other areas that are not easily identified on the floor plans.

c) Security One-line diagrams showing all input and output points of the system.

1) The Contractor shall make any corrections required by the consultant team, file with him two corrected copies and furnish such other copies as may be needed.

2) The consultant’s approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has in writing called the Architect's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

d) Release of CAD Files

1) Contractor may request to utilize DataCom’s AutoCAD floor plan files for assistance in producing shop drawings.

2) Request shall be made by signing DataCom’s "Agreement for Release of CAD Files" letter.

5. Warranty

a) The Contractor shall provide the appropriate documentation to comply with the requirements described in the WARRANTY section.

6. Qualifications

a) The Contractor shall provide the appropriate documentation to comply with the requirements described in the QUALITY ASSURANCE section.

C. As-Built drawings shall be in current AutoCAD format, same version as used by the Architect.

1. Dimensions and scale of the drawing sheets submitted shall match the size of the drawing used for the contract documents, and shall include the following.

a) Utilize normally recognized drafting procedures that match AutoCAD standards, Architect, and Designer guidelines and methodology.

b) The As-Built drawings shall incorporate all changes made to the building identified in, but not limited to, Addenda, contemplated change notices, Site Instructions or deviations resulting from site conditions.
c) Dimensioned plan and elevation views of all security components.

d) Cable routing paths of security cables to identified infrastructure pathways.

e) All rack, cabinet, and enclosure locations and labeling thereof.

f) One-line diagrams of equipment/device interconnecting cabling of the security systems.

g) Standard or typical installation details of installations unique to Owner’s requirements.

h) Submit one soft and one hard copy with project deliverables within 30 days of project completion.

D. Security integrator shall provide three (3) paper copies and one (1) electronic copy (PDF format) of a properly indexed O&M Manual at the conclusion of the project, which will include, but not be limited to the following requirements:

1. Ring binder with project title, properly indexed, and contractor’s name on cover and spine including:
   a) Sequence of operations, design philosophy, and specific functions
   b) System block diagram
   c) Equipment list including:
      1) A brief description
      2) Model
      3) Total number of each item used in the project.
   d) Camera schedule including:
      1) Number
      2) Location
      3) Camera model/manufacturer
      4) View
      5) Lens
      6) Power source
      7) Multiplexer/input
      8) Settings entered on site
   e) Manufacturers’ data sheet and O&M manual for associated equipment.
   f) Maintenance requirements for equipment, inspections and preventative maintenance schedules.
   g) As-built drawings for each floor plan layout and rack and wall elevation layouts. Each drawing shall show:
      1) Cable type and identifier
      2) Actual cable routing pathway
      3) Device number (camera, etc.),
      4) Device input/output number.
   h) Final test data (measured video levels, day & night camera snapshots in JPEG format and other significant operating parameters).
   i) List of system associated mechanical locking keys with key codes and tamper resistant hardware types.

1.7 QUALITY ASSURANCE

A. Electronic security systems integrator (security subcontractor) shall meet the following minimum requirements.

1. Maintain a valid Type B license from the Texas Private Security Bureau.
2. Have successfully completed three (3) projects of similar size and complexity that have been in proper operation for a period of one (1) year.
3. Technicians shall be factory trained and certified in specified systems.
4. The Project manager and supervising/lead technician shall have been regularly engaged in the installation and testing of the products specified for not less than five (5) years and maintain manufacturer certification.

5. The security integrator must maintain an operating facility in the local area (50 mile radius) of the Project location to provide service to the Owner for the warranty period.
   a) At the Owners request for service, the security integrator shall dispatch a service technician to the location to affect the required repairs or adjustments.

6. The contractor shall maintain a spare parts inventory necessary to resolve component failures of the system.
   a) Refer to individual specification section for a list of specifically required parts provided to the owner and stored on site. These parts will become the property of the owner.
      1) At the end of the warranty period the security integrator shall test the owner’s spare parts and repair or replace as needed to bring the parts up to proper operation.

B. Security integrators desiring approval must comply with Division 1 requirements.

C. Security integrator must be cognizant of site conditions, verify locations of new and existing equipment, and determine exact requirements for connection and interface.

1.8 PRE-INSTALLATION MEETINGS

A. Attend and/or arrange a scheduled pre-installation conference prior to beginning any work of this section.

1. Agenda
   a) This venue is to ask and clarify questions in writing related to work to be performed, scheduling, and coordination with the Project manager/Owner representative and consultant.

2. Attendance
   a) The security project manager/supervisor shall attend meetings arranged by General Contractor, Owner’s representatives, and other parties affected by work of this document.
   b) All individuals who will be installers of the electronic security system and equipment in an on-site supervisory capacity, including project managers and lead installers, shall be required to attend the pre-installation conference.
   c) Individuals who do not attend the conference will not be permitted to install, or supervise the installation of, any component of the security system.
      1) This includes supervisors, project managers, and lead installers of this project.

1.9 POST INSTALLATION MEETINGS

A. At the time of substantial completion the contractor shall call and arrange for a post installation meeting to present and review all submittal documents to include but not be limited to As-Built Drawings, Warranty paperwork, etc.

1. Attendees to be invited shall include:
   a) Project manager/Owner representative
   b) DataCom Design Group
c) General Contractor
d) Other trades that the GC deems appropriate.

2. At this meeting the contractor shall present and explain all documentation, asking for feedback on its completeness.
3. Any discrepancies or deviations noted by and agreed to by participants shall be remedied by the contractor and resubmitted within one week of the meeting.

1.10 DELIVERY, STORAGE AND HANDLING

A. Equipment and components shall be delivered properly protected and undamaged with original containers, packaging, and labels intact.

B. Store, handle, and protect all related materials and equipment in accordance with Manufacturer's recommendations.

C. Provide additional protection during handling as necessary to prevent breaking, scraping, marring, or otherwise damaging products or surrounding areas.

D. Equipment and components shall be protected from the weather, humidity, temperature variations, dirt, dust, or other contaminants.

   1. Equipment damaged prior to system acceptance shall be replaced at no cost to the owner.

E. Protect all equipment and components that are to be installed from theft, vandalism, or use by unauthorized persons.

1.11 PROJECT/SITE CONDITIONS

A. Security integrator is responsible for conducting a site survey prior to the commencement of work to determine locations of all existing security devices and verify the proposed locations of the new components to be installed.

B. Security integrator will coordinate all work through the Contractor and schedule work to cause as little interference or interruption of existing services as possible.

C. Security integrator will arrange and pay for all necessary permits, licenses, and inspections.

   1. Security integrator shall prepare all information necessary to obtain a permit for Electronic Locking Mechanisms in compliance with the Owner requirements.

D. Verify with Division 26 installer all conduits and special back box requirements in a timely manner.

1.12 WARRANTY

A. See requirements in Division 1 Specifications.

B. The Security Integrator shall warrant all completed work, including all materials and labor, to be free from defects in design, workmanship, and/or materials for a period of two (2) years from final acceptance date.
1. System acceptance is defined as the completion of all functional performance testing and the resolution of all punch list items.

C. Warranty Service

1. In the event that defects in the materials and/or workmanship are identified during the warranty period, the contractor shall provide all labor and materials to correct the deficiency.
2. All service work shall be performed by factory certified technicians.
3. All warranty service shall include the replacement of all parts and or components as required to restore normal system operation.
   a) If parts or components need to be repaired, a loaner will be supplied and installed until the part or component can be repaired and reinstalled.
4. Immediately following a warranty service request, the Contractor shall provide written documentation to Owner which details the service work completed, cause of trouble, and any outstanding work required to restore a complete and normal system.

D. Warranty service requests shall be responded to within 4 hours of notification with a qualified service technician on site.

E. All repairs shall be completed within 48 hours upon site arrival.

1. If the failure exceeds 48 hours, the Owner reserves the right to require the contractor provide on-site manufacturer support at no additional cost to Owner.

F. Extended warranties on equipment components offered by the manufacturer shall be passed through to the Owner.

1. Warranty provisions shall be fully transferable only at the direction of the Owner, in the event that ownership of the installed security systems is transferred.

1.13 SYSTEMS STARTUP AND TRAINING

A. After all systems have been tested, accepted and turned on for operation, the Security integrator shall provide "User Training" to Owner personnel.

1. The onsite training shall cover all newly installed electronic security components, devices and systems. The training classes shall total a minimum of twenty (16) hours for up to eight (8) people of the Owner’s choosing.
2. Two (2) separate training sessions will be conducted, one for system operators and one for system administrators.
3. The contents of the manuals will include:
   a) Title page with subject, system name, owner’s name, and an owner approved confidentiality notice.
   b) Table of contents.
   c) Manual that details system and sub-system operation.
   d) Manuals that details system administration procedures and tasks.
   e) Manuals that fully detail all programming commands.
4. Provide ten (2) Bound hardcopy System Operation training manuals and one electronic copy (PDF format).
5. Provide two (2) Bound hardcopy System Administration training manuals and one electronic copy (PDF format).
PART 2 - PRODUCTS

2.1 MANUFACTURERS
A. Acceptable Manufacturer's are shown in individual specification sections.
B. Equipment manufacturers and model numbers indicated in individual specification sections are identified as minimum equipment requirements.
C. All substitutions shall meet or exceed these minimum requirements and must be approved by the Owner/Architect prior to purchase.
D. All manufacturers’ equipment shall be available through a nationally recognized supplier network.

2.2 EQUIPMENT
A. Provide security fasteners on all equipment, device plates, etc. within public areas.
   1. Allen head with center pin, hardened steel.
   2. Provide four (4) fastener tools to Owner.
B. Equipment installed in exterior applications shall be fitted with fasteners and exposed surfaces of stainless steel or other corrosion resistant material.
C. All materials and equipment used must be new and unused, prime quality products.
D. All equipment or components installed on the exterior of a building where the equipment is subject to adverse weather/elements shall be enclosed in weatherproof enclosures.

2.3 WIRE AND CABLE
A. All wire and cable shall be U.L. approved for its intended application and shall meet or exceed manufacturer’s recommendations for the components connected.
B. All conductors and cable shall meet individual security system manufacturer specifications.
   1. Provide shielded conductors and cable as required by the manufacturer or as required to provide for interference-free signals.
   2. Color coding shall be accomplished by using solidly colored insulation.
      a) Grounding conductors, where insulated, shall be colored solid green or identified with green color as required by NEC.
C. Increase conductor sizes on cables as required to be consistent with circuit current ratings, length of wire runs, and manufacturers’ recommendations.
   1. Alarm device field wiring shall be in accordance with the equipment manufacturer's specifications.
2. Low voltage power circuits shall use conductors as required by the equipment manufacturer’s specifications.
3. Plenum rated cable shall be used as required by code.

D. UTP Structured Cabling Systems for Access Control (including pulling, terminating, and testing) by Division 27 Telecommunications contractor.
1. Intra-building data communications circuits shall utilize UTP cable as specified in Telecommunications specifications.

E. Patch Cables
1. Provide pre-manufactured patch cables (cable, connectors, boots, etc.) as required to connect security systems to voice and data communication outlets.
2. Patch cables shall be certified for their specific use to meet or exceed applicable industry specifications.
3. Provide cable lengths as necessary to neatly route cables through cable management systems and other cable organization systems.
4. Provide connectors as required for proper termination.
   a) Provide boots for connectors where applicable to prevent snagging.

F. The minimum conductor sizes are for distances as per the manufacturer’s specifications from security device to security panel.
1. The contractor shall size the conductor accordingly for longer runs.
2. Minimum Conductor and Cable Types and Sizes.
   a) Alarm device field wiring shall be 18/20 AWG stranded copper conductors.
   b) Low voltage power circuits will use 18 AWG stranded copper conductors.
      1) Increase conductor gauge consistent with circuit current requirements.

PART 3 - EXECUTION

3.1 INSTALLATION
A. All personnel working on this project shall be experienced, highly skilled installers with a minimum of three (3) years work on similar type projects.
B. Changes in location of any work require the written approval of the Architect/Owner prior to initiation.
C. Changes in indicated sizes shall not be made without the written approval of the Owner/Architect.
D. Install all equipment in accordance with manufacturer’s recommendations.
E. All systems shall be designed and installed to provide 24 hour a day, 7 days a week operation.
F. Primary pathways
1. All security cabling run from rack/enclosure head-end equipment to security devices shall follow primary telecom routing pathways.
2. Security wire non-UTP cabling shall be kept separated from the data cabling
3. Security wire non-UTP cabling shall be routed in bridle rings secured to the outside of the telecom tray where applicable.
4. Provide all necessary anchoring devices and supports.
   a) Use structural supports suitable for equipment, or as indicated.
   b) Check loading and dimensions of equipment with shop drawings.
   c) Do not cut or weld to, building structural members.

G. Secondary pathways

1. Arlington loops or J hooks shall be used for secondary pathways
2. Security wire non-UTP cabling shall be kept separated from the data cabling
3. Provide all necessary anchoring devices and supports.
   a) Use structural supports suitable for equipment, or as indicated.
   b) Check loading and dimensions of equipment with shop drawings.
   c) Do not cut or weld to, building structural members.

H. Coordinate extension and connection to commercial power circuits provided by Division 26.

1. Make power connections in accordance with Division 26.

I. Shielded and/or screened cables shall be grounded per the hardware manufacturer’s instruction.

1. Single point shield grounds shall be grounded at the field panel feeding the device or sub panel and insulated from ground at the termination end of the cable.

3.2 Labeling

A. Provide labeling for all security equipment components using waterproof, self-adhesive computer printed labels.

   1. Coordinate with Owner on numbering/labeling scheme.

B. Provide labeling for all security cable/wiring using waterproof, self-adhesive computer printed labels.

   1. Coordinate with Owner on numbering/labeling scheme.
   2. Label all cables/wiring on both ends.
   3. At multi conductor cable terminations label each conductor.
   4. At a minimum, each cable/wire label shall designate:
      a) Origination Point
      b) Alarm point description
      c) Opening description (if applicable)

C. Provide a complete cable/wire identification plan/list with project completion submittal.

D. Conduit and junction box exteriors may be identified with unique color paint, but shall not be identified with written words that easily identify the function of the conduit and boxes.

3.3 POWER REQUIREMENTS

A. 120 VAC emergency power dedicated to security will be provided. (By Electrical Contractor)
B. Back-up power for all equipment and devices shall be for at least 4 hours unless otherwise specified.
   1. When generator backup power is available, provide a UPS, rated to maintain the load for a minimum of 15 minutes for all 120VAC equipment.

C. All hardwired electronic locks shall be 12/24VDC.
   1. Electrified Surface mounted rim strikes (By Division 28)
   2. Intelligent wireless locksets shall be battery powered (By Division 28)
   3. Electrified Panic hardware (By Division 08)

D. Connect to AC power and provide UL listed power supplies and transformers to distribute low voltage power to the system components as required.
   1. Provide uninterrupted battery backup power for the duration required above.

E. All equipment connected to AC circuits shall be protected from power surges.
   1. The devices shall be installed and grounded per manufacturer instructions.
   2. Equipment protection shall meet requirements of ANSI C62.41.
   3. Fuses shall not be used for surge protection.

F. All non-fiber optic data circuits that serve devices exterior to the buildings will be protected by surge protectors at the device and the termination.
   1. The devices shall be installed and grounded per manufacturer instructions.
   2. Equipment protection shall meet requirements of ANSI C62.41.
   3. Fuses shall not be used for surge protection.

3.4 Testing

A. Ensure that all provisions and requirements of this specification are met.
   1. Verify through inspections, demonstrations and tests.

B. Perform required tests to demonstrate workmanship, operation, and performance.
   1. Conduct tests with Architect/Owner and if required, inspectors of agencies having jurisdiction present.
   2. Arrange test dates in advance and give all parties a minimum of 48 hours notice.

C. Repair or replace equipment or systems found defective or inoperative and re-test until 100% satisfactory results are obtained.

D. Verification inspections will be made of all equipment components and installations for proper functioning of locking hardware and lock controls, mounting/placement of sensors, and cameras, etc. to guarantee requirements of the Contract Documents are complied with.
   1. The Owner’s quality control representative shall have the opportunity to witness all inspections, or to conduct installation inspections of his own.
3.5 FUNCTIONAL PERFORMANCE TEST

A. The Functional Performance Test (FPT) will be conducted at the end of the project and prior to system acceptance by the Owner.

1. The security integrator will provide all necessary staff and communications needed to fully test all functions of the system.
2. The contractor will submit for approval by the Architect and Owner, a comprehensive test plan that will include testing of every function on every door and security device thirty (30) days prior to the scheduled start of the test.
3. The system will not be considered for acceptance prior to the successful completion of the FPT and completion of punch list items.

B. Pre-Testing

1. Following installation and prior to the FPT, the security integrator shall individually test each component and field device and verify the proper functioning of each component within a particular sub-system.
   a) The contractor shall also test each sub-system until all detection zones, alarm assessment components, alarm reporting, surveillance and display components; along with access control functions have been verified.
   b) Prior to the FPT all deficiencies must be corrected.
   c) After sub-system verification is complete, test the entire system to assure that all elements and subsystems are compatible and function properly as a complete system.

C. Upon completion of the outlined tasks and tests the security integrator shall schedule the FPT with the Architect and Owner.

1. The security contractor must demonstrate that the security system components and sub-systems operate together as a system and meet specification requirements in the "As-Installed" operating environment.
2. On conclusion of the FPT the test report document will be submitted to the architect for approval.
3. The FPT will be observed by the architect’s and Owner’s representatives.
4. The FPT may be stopped at any time by these representatives if they believe the failure rate is too high or the system is not performing to contract document requirements.
5. The FPT will only resume when all deficiencies have been corrected.
6. Retesting will be required of all failed tests.

3.6 SYSTEM OPERATIONAL TEST

A. Upon completion of the FPT, conduct a formal test to be known as the System Operational Test (SOT), in which all components and sub-systems of the security system are demonstrated to operate error and failure free together as a system.

1. This test is to be performed over a continuous seventy-two (72) hour period.
2. A formal test plan and test procedures shall be prepared by the security subcontractor and submitted to the Owner/Architect for approval.
3. The Security integrator must demonstrate that the system components and sub-systems meet specification requirements in the “As-Installed” operating environment and operate error and failure free for the duration of the test.
4. If a system failure does occur, the failure must be documented and repaired, after which the seventy-two hour SOT period will restart.
B. In the event that the Owner, Architect, or Contractor are required to witness a retest at a later date because the Security integrator is not properly prepared to conduct the acceptance tests or because the systems being tested have failed such tests, which shall be solely determined by the Architect or Owner witnessing the tests, the cost of witnessing additional tests shall be borne exclusively by the Security integrator.

1. Costs are to be based on time and materials at the established rates of the Architect or Owner.

END OF SECTION 280000
SECTION 28 10 00 - ELECTRONIC ACCESS CONTROL

PART 1 - GENERAL

1.1 SUMMARY/OVERVIEW

A. This section provides specifications for the installation of Electronic Access Control (AC) and related components.

B. Related Sections

1. Section 087100 Door hardware
2. Section 260000 Electrical (including related sub-sections)
3. Section 270000 Communications (including related sub-sections)
4. Section 280000 Electronic Security

1.2 REFERENCES

A. See Section 280000 Electronic Security.

1.3 GENERAL SYSTEM DESCRIPTION

A. The project shall be equipped with a system that is an extension of an existing system owned by Blinn College.

1. All work required within the project for extension of the AC/ID system to the existing system head end shall be furnished and installed by the project security contractor.

B. General Requirements

1. Furnish all labor, software licensing, materials, tools, equipment, and services for a complete security system as indicated and in accordance with provisions of the contract documents.
2. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, and devices incidental to or necessary for a sound, secure and complete installation.
3. Comply with the provisions of Division 1 for General Requirements.
   a) In the event of a conflict between the provisions of this Section and Division 1, the more stringent provisions shall apply.
4. All system devices and components included shall be compatible.

C. The AC/ID system will support the needs of the project in accordance with these specifications.

1. The AC/ID system shall have the capability for future expansion to support the security needs of the completed complex.

D. The AC/ID system shall be interfaced with the Fire Alarm system (by others) as required to comply with all building code requirements.
1.4 SYSTEM COORDINATION

A. The Security Integrator shall completely coordinate all relevant work of other trades/systems including, but not limited to:

1. Door hardware
2. Fire Alarm System
3. Electrical Systems(s)
4. Telecommunications System(s)

B. Electric Locking Mechanisms

1. The security integrator and door hardware contractor shall coordinate all door hardware, door and door frame design.
2. The security contractor shall verify all specified door hardware is appropriate for the security application and verify the sequence of operations for each access controlled opening.

C. Fire Alarm and Life Safety

1. The security integrator shall coordinate the access control system design with the life safety consultant to insure compliance with applicable codes and requirements.
2. This includes, but is not limited to:
   a) Fire alarm interface
   b) Fail safe/fail secure locking mechanisms
   c) Delayed egress

1.5 ACCESS CONTROL SYSTEM

A. The AC system will consist of, wireless intelligent locksets, panel interface modules, card readers, door position switches, and request-to-exit sensors operating in conjunction with associated electric door hardware.

1. Card readers and adjunct devices shall be provided as shown on the drawings.
   a) Provide card readers, wireless intelligent locksets, panel interface modules, hardwired intelligent locksets, Data Gathering Panels <DGP>, alarm input and output devices, door management units, and electrified surface mounted rim strikes. connected to the security management system via Local Area Network (LAN).
   b) The security integrator shall coordinate network and IP address requirements with Owner to identify the Media Access Control (MAC) address (Layer 2) of each provided device, the location to be installed, and the port configuration needed for communication.
   c) Furnish all labor, software licensing, materials, tools, equipment, and services for a complete system as indicated and in accordance with provisions of the contract documents.
   d) Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, and devices incidental to or necessary for a sound, secure and complete installation.

B. Card readers will work such that upon presentation of a valid AC card, the unique card data shall be transmitted to an associated control panel where the data is compared to an authorized user database and access is approved or rejected accordingly.
1. A valid authorization will activate operation of the electric lock and shunt the door position switch. The alarm shunt will not affect supervision of the detection circuit.
2. Coordinate with owner on card format and other pertinent details.

C. Card readers shall support both 125 KHz proximity and 13.56 MHz smart card technologies

D. Access Card:
   1. Technology: Schlage Multi-Technology Credential (Schlage 8920) Confirm start number with owner prior to ordering.
   2. Quantity: 200
   3. Compatibility: Provide card format compatible with Owner’s existing HID 125 kHZ card readers and access control systems.
   4. Coordinate card numbers and facility code with owner prior to ordering.

E. Door position switches at card reader controlled location serve to indicate the open/closed status of the associated door and shall establish the basis for reporting a door-propped or unauthorized entry condition.
   1. Provide door position switches as indicated on drawings.
   2. Security contractor is responsible for coordinating the contact configuration (SPDT) (DPDT) and rating for door position switches, and for connection of switches with the AC.

F. Electrified door hardware for card reader controlled doors will include wireless intelligent locksets with integral reader, door position switch and request-to-exit, electrified locksets, electric exit devices, surface mounted rim strikes and electric power transfer as shown on the drawings.
   1. Hardwired electrified door hardware shall be provided under the work of Division 08 unless otherwise noted.
   2. Security subcontractor shall provide security cables/conductors and low voltage power supplies for security system controlled electric door hardware.
   3. Security subcontractor shall provide and install the Intelligent wireless locksets.
   4. Security subcontractor shall provide and install the surface mounted rim strikes.

G. Request-to-exit (REX) devices at designated card reader controlled doors shall cause the associated door position switches to be shunted.
   1. The alarm shunt shall not affect the supervision of the alarm detection circuit.
   2. Electrified Lockset shall have an integral REX switch.
   3. Electrified Exit devices shall have an integral REX switch
   4. Surface mounted rim strikes shall have a motion sensor REX provided by security subcontractor.

H. Intelligent Wireless lockset
   a) Provide Intelligent wireless lockset includes Card Reader, Door Position Switch and Request-to-Exit all in device.
   b) Reference Division 08 specifications and hardware sets for Intelligent wireless lockset(s) part numbers.
   c) The Security contractor shall be responsible for furnishing and installing the intelligent wireless lockset as per manufacturers’ requirements and coordinating with Division 08 on wireless lock requirements including:
      1) Coordinate with Division 08 all door, bracket, and frame requirements.
      2) Provide any and all licensing requirements and integration programming with existing systems to allow for a fully functional controlled opening.
d) Security contractor to provide dummy trim for double doors to match AD series locksets.

I. Hardwired Intelligent lockset
   a) Provide hardwired Intelligent lockset includes Card Reader, Door Position Switch and Request-to-Exit all in device.
   b) Reference Division 08 specifications and hardware sets for Intelligent wireless lockset(s) part numbers.
   c) The Security contractor shall be responsible for furnishing and installing the intelligent wireless lockset as per manufacturers’ requirements and coordinating with Division 08 on wireless lock requirements including:
      1) Coordinate with Division 08 all door, bracket, and frame requirements.
   d) Provide any and all licensing requirements and integration programming with existing systems to allow for a fully functional controlled opening. Security contractor to provide dummy trim for double doors to match AD series locksets.

J. Panel Interface Module (PIM400-485)
   1. Provide PIM accessory modules required to support up to sixteen (16) AD400 series wireless readers.
      a) Verify PIM installed locations by field measurement with the use of manufacturer listed signal strength testing tool.
      b) PIM installation locations shall be cabled with a minimum excess of 30ft. cable coiled and secured above ceiling to allow leeway for final PIM placement.
      c) PIMs shall be powered by security contractor provided power supply.

K. Panel Interface Module (PIM400-1501)
   1. Provide PIM accessory modules required to support up to sixteen (16) AD400 series wireless readers.
      a) Verify PIM installed locations by field measurement with the use of manufacturer listed signal strength testing tool.
      b) PIM installation locations shall be cabled with a minimum excess of 20ft. cable coiled and secured above ceiling to allow leeway for final PIM placement.
      c) PIMs shall be powered by owner provided PoE switch.

L. Door Management Unit (DMU)
   1. Designated door will be equipped with a DMU to sound a local alert when doors are propped open beyond a field programmable time delay.
      a) The DMU audible alert will be a recording prompting people in the area to close the door.
      b) The DMU shall report a door propped alarm to the AC.

1.6 SUBMITTALS

A. Follow provisions of Section 280000 additional requirements.

B. Field Test Reports
   1. Upon completion and testing of the installed system, test reports shall be submitted in booklet form and electronic media showing all field tests performed on, and adjustments made to each/any component and all field tests performed to prove compliance with the specified performance criteria.
2. Indicate and interpret test results in written form and verbally to owner/DataCom for compliance with performance requirements at a pre-scheduled meeting.

C. Battery calculations to show the expected loads and backup duration for power supplies and UPS devices for all active AC/ID equipment.

D. Security Contractor is responsible to prepare and submit as required to the Authority Having Jurisdiction (AHJ) any and all information to obtain an Electronic Locking Mechanisms permit.

1.7 QUALITY ASSURANCE

A. Follow provisions of Section 280000.

B. Spare Parts:

1. Provide two (2) spare components for every model and configuration of electronic components and devices used on the project as spare parts inventory.
   a) The security integrator will turn over the new and unused components and devices to the owner at project closeout.

1.8 DELIVERY, STORAGE AND HANDLING

A. Follow provisions of Section 280000.

1.9 PROJECT/SITE CONDITIONS

A. Follow provisions of Section 280000.

1.10 WARRANTY

A. Follow provisions of Section 280000.

B. All devices and components shall comply with applicable U.L. standards.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. AC System Platform Software (EXISTING)
   1. Open Options DNA Fusion

B. System Platform Server (EXISTING)

C. Access Control Controller (For Wall Mounted Card Reader Controlled Doors)
   1. Open Options
      a) SSP-D2
D. Access Control Sub-Controller (For Wall Mounted Card Readers and auxiliary inputs/outputs)
   1. Open Options
      a) RSC-2

E. Access Control 485 Multiplexer (For RS485 distribution to PIM400-485 and Sub-Controllers)
   1. Open Options
      a) OptoHub

F. Panel Interface Module <PIM>
   1. Open Options
      a) PIM400-485
      b) PIM400-1501

G. Card Readers
   1. Schlage Multi Technology Reader
      a) Schlage MT15
      b) Schlage MT11 (for mullion mounting applications only)

H. Door position Switches <DP>
   1. Concealed Magnetic Door position Switch
      a) George Risk Industries (GRI) 199-12
      b) Sentrol 1076D
      c) Owner Approved Equivalent

I. Electric Locking Mechanism Power Supply
   1. LifeSafety Power
   2. Owner Approved Equivalent

J. Surface Electrified Rim Strikes (By Security Contractor)
   1. HES
      a) 9600 Electric Strike
      b) Owner Approved Equivalent

K. Request to Exit Motion Sensor
   1. Bosch
      a) DS-160

L. Hardwired Electric Locking Mechanisms (By Division 08)

M. Electric Power Transfer (By Division 08)
   1. Security Door Controls (SDC)
   2. Schlage
   3. Von Duprin
   4. Owner Approved Equivalent
N. Intelligent Wireless Lockset
   1. Allegion
      a) AD-400 Series (With multi technology reader)

O. Door Management Unit (DMU)
   1. DSI ES4600 product family
   2. Owner Approved Equivalent

P. Access Card
   1. Schlage 8920 Multi-Technology Credential (Provide a quantity of 100 access cards
      coordinate facility code and card start number with owner prior to ordering)

Q. Wire & Cable
   1. Belden
   2. Windy City
   3. General Cable
   4. Owner Approved Equivalent

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

A. Power Supplies
   1. Power supply requirements
      a) A switch and on/off indicator within the power supply cabinet.
      b) Four hours of sealed gel battery backup to provide continuous operation during
         power failure.
         1) Provide batteries as required to provide specified battery backup time for a
            fully loaded power supply, regardless of the connected load.
      c) A battery charger to maintain the battery.
      d) Low battery and power fail contacts to monitor the status of the input power and the
         battery.
         1) Connect each power supply low battery and power fail alarm as a separate
            alarm input into DGP.
      e) Key lockable wall mount metal enclosure with tamper switch.
   2. Additional DGP Power Supply Requirements
      a) The DGP power supply provides power only to DGP’s and shall not provide power
         for locks or any other low voltage device.
   3. Additional Electric Locking Mechanism Power Supply Requirements
      a) Fail secure electric locking mechanisms shall remain locked during power failure
         and fire alarm conditions.
      b) Connect fail safe locking devices in accordance with applicable life safety codes to
         unlock automatically under the following conditions:
         1) Loss of power to the power supply
         2) Failure of the power supply
         3) Fire alarm activation
4. Additional Device Power Supply Requirements
   a) Provide device power supplies for other security system devices requiring power
      (e.g. card readers, local alarms, motion sensors, etc.)
   b) Provide power distribution boards with independently fused outputs.

B. Tamper Resistant Screws
   1. Provide appropriate screw heads for each application (e.g. countersunk heads for recessed
      cover plate screws, flat head screws for standard junction box covers, etc.).
   2. The security integrator shall provide Torx® tamper resistant screws for:
      a) Junction boxes located above doors
      b) Junction boxes located below ceiling height and/or within reach of hatch ladders
      c) Security device cover plates
      d) Surface mounted door position switches and armored cable

3.2 ENCLOSURE INSTALLATION

A. Enclosures shall be lockable with a tamper switch and installed in a manner to be accessible with
   clearance to fully open enclosure door.

B. All security panels shall be wired through a dedicated power supply with battery backup.
   1. Power to the data gathering panels is to be hardwired utilizing EMT or rigid conduit in
      accordance with the Electrical specifications.
   2. A circuit from the Fire Alarm panel must be installed to each lock power distribution panel.

C. Enclosures shall be installed on designated wall fields in a neat and compact manner to allow for
   future growth.

D. Enclosures shall be sized to allow for 20% growth in each panel.

E. All panels and boards shall be installed in enclosure(s) suitable to their environment and have
   sufficient size and orientation to include all system components.

F. Each panel shall be labeled accordance with Owner standards.
   The label for each panel shall be posted on the exterior of the panel door.
   a) Each panel shall have a list of devices connected to it located on the inside cover.
   b) A detailed device layout drawing will be located on the inside of the panel door in an
      appropriate sleeve and keeper.

3.3 FURTHER REQUIREMENTS

A. Refer to provisions of Section 280000.

B. Furnish and coordinate installation of all special device back boxes and ACID field devices as
   shown on the security drawings and as specified in this section.
C. The exact installation locations of all equipment shall be coordinated and verified with the Contractor prior to installation.
   1. Subcontractor shall notify the Contractor if any location appears to be unsuitable.

D. Provide low voltage power supplies for electric locking devices and ACID devices and components as shown on the security drawings and specified in this Section.

E. Coordinate with the Telecommunications Subcontractor for data network connections, IP address requirements, and telephone circuits as required.

F. Prepare all systems for user operation.
   1. The security system must be complete and ready to operate prior to Owner final acceptance of the system.

G. Coordinate with the Owner for all system programming requirements.

H. Perform database programming as required to support the card reader, alarm point, and control panel configuration as required.

END OF SECTION 281000