



PROJECT MANUAL

for

Batavia Public School District 101
Batavia High School Condensing Boiler Replacement
Batavia, Illinois

May 16, 2019
IMEG #19000864.00
Illinois Design Professional Registration #184-007637

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PROJECT MANUAL FOR

BATAVIA PUBLIC SCHOOL DISTRICT 101
Batavia High School Condensing Boiler Replacement
1201 Main Street, Batavia, Illinois 60510
May 16, 2019

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LIST OF DRAWINGS

Drawings are not bound in this Project Manual

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G0.0	Project Coversheet
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END OF SECTION

SECTION 00 11 13
ADVERTISEMENT FOR BIDS

DATE: May 16, 2019

PROJECT: Batavia High School Condensing Boiler Replacement

LOCATION: Batavia High School
1201 Main Street
Batavia, Il 60510

OWNER: Board of Education - Batavia Public School District 101
335 West Wilson Street
Batavia, Il 60510

ARCHITECT: IMEG Corp.
1100 Warrenville Road, Suite 400W
Naperville, Illinois 60563
Phone: (630) 527-2320
Fax: (630) 527-2321

SCOPE: Bids shall be submitted for a single contract that will include the following:

Replace four existing Aerco condensing boilers with three new 2,000 MBH condensing boilers, one unit heater, and associated piping, flues, controls and electrical connections.

Commencement of the Work on the project shall be subject to the discretion of Batavia School District 101.

TIME OF COMPLETION: The project shall be substantially complete by October 11, 2019 and final complete by October 25, 2019.

DATE DUE: Sealed bids will be received by Batavia Public School District 101, hereinafter known as the "Owner" for Batavia High School Condensing Boilers project. Bids for "All Work" including Heating and Electrical will be received until 10:00 a.m. local time on June 6, 2019 at the district maintenance facility at 804 Main Street, Batavia, Il 60510 and will be publicly opened and read aloud at that time.

PRE-BID MEETING: A Mandatory "Pre-Bid" Meeting will be scheduled on May 28, 2019 at 10:00 a.m. local time at Batavia High School, 1201 West Main Street Batavia, Il 60510. Representatives of all bidding firms are required to attend and present any questions they may have.

BID QUESTIONS: Questions pertaining to the bidding documents should be e-mailed to Ryan Spaulding at Ryan.D.Spaulding@imegcorp.com no later than **June 3, 2019 at 12:00 noon.** Questions received after this time will not be addressed.

RIGHTS RESERVED
BY OWNER:

The Owner reserves the right to waive any irregularities and/or reject any or all bids when, in the opinion of the Owner, such action will serve the best interests of the Owner. Commencement of the Work will be at the Owner's discretion.

ACCESS TO
BIDDING
DOCUMENTS:

Bidding Documents are on file for reference at the following locations:
Warrenville II

1. BHFX Digital Imaging
30W250 Butterfield Road
#304 Warrenville, Illinois 60555
Phone: 630.393.0777
E-mail: warrenville@bhfx.net
BHFX Plan Room Address: www.bhfxplanroom.com

PLAN COST:

Electronic and/or hard copies of the bid documents are available via request through BHFX at the contractors cost.

BID FORM:

Bids shall be submitted in duplicate on forms issued by the Architect. Contractor shall also fill out and include all Batavia School District Certification forms which follow after the bid form and a completed "Contractors Qualification Statement" AIA Document 305 with their bid.

BID SECURITY:

Bid security in the amount of ten percent (10%) of the bid must accompany each bid in accordance with the Instructions to Bidders.

WAGE RULES:

The general prevailing rate of wages in the locality in which the work is performed for each craft or type of workers or mechanic needed to execute the contract will adhere to all federal laws and laws of the state, and to all local ordinances and regulations applicable to the work hereunder, and having force of law.

WITHDRAWAL OF
BIDS:

No bid may be withdrawn for a period of sixty (60) days after the opening of bids without written consent of the Owner.

By order of Batavia Public School District 101

END OF SECTION



AIA[®] Document A701[™] – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

Batavia High School Condensing Boiler Replacement
1201 Main Street, Batavia, IL 60510

THE OWNER:

(Name, legal status and address)

Batavia School District 101
335 West Wilson Street
Batavia, Illinois 60510

THE ARCHITECT:

(Name, legal status and address)

IMEG Corp.
1100 Warrenville Road, Suite 400W
Naperville, Illinois 60563

IMEG #19000864.0

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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.

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 other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

§ 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 as the base, to which Work may be added or from which Work may be deleted for 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 the amount of 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 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 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 personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 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.

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

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will 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 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. 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.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 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 all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 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 Each Bidder shall ascertain prior to submitting a Bid 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 the Bidding Documents.

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

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures 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."

§ 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 make no 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 of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give 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.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, 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. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, 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.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the

signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. 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 own best interests.

§ 5.3.2 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 low 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, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; 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 in writing 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, (1)

withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover 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. Bonds may be secured through the Bidder's usual sources.

§ 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 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 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 be commenced prior thereto 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. Both bonds shall be written in the amount of the Contract Sum.

§ 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 thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

SECTION 00 22 13
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

GENERAL

The following supplements modify the Instructions to Bidders, AIA® Document A701™–1997. Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions, the unaltered portions of the Instructions to Bidders shall remain in effect.

ARTICLE 1: DEFINITIONS

Add the following subparagraph to Article 1:

1.10 Wherever the term "Architect" is used, or implied, it shall be changed to "Engineer."

ARTICLE 2: BIDDER'S REPRESENTATIONS

Add the following subparagraph to 2.1.3:

2.1.3.1 Submission of a bid will be construed as evidence that such an examination has been made, and later claims for labor, materials, or equipment required or for difficulties encountered, which could have been foreseen had such an examination been made, will NOT be acceptable.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES

Add the following subparagraphs to 3.1:

3.1.5 Bids will be accepted only from Bidders who have secured the Bidding Documents directly from the Architect or its designee(s).

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Add the following subparagraph to 3.2:

3.2.4 Pre-Bid Meeting: Bidders and Sub-bidders are required to attend a pre-bid meeting, which will be scheduled to discuss each Bidder's responsibilities and the extent of work each Bidder must do as required by other Bidders.

3.3 SUBSTITUTIONS

Add the following subparagraphs to 3.3:

3.3.5 The Bidder represents that the bid is based upon the materials, equipment, and manufacturers described in the bidding documents.

3.3.6 Bidders desiring to make substitutions for items or materials specified shall list such proposed substitutions in the Substitutions space in the Bid Form, together with the amount to be added to or deducted from the amounts of the Base Bids. All listed substitutions must have the same characteristics as items or materials specified. Substitutions so listed will not be a determining factor in the award of contracts.

3.3.7 Manufacturers' names and materials not shown in the contract documents may be listed as substitutions for consideration after award of contract.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

Add the following subparagraphs to 4.1.5:

4.1.5.1 Only such Alternate Bids as requested on the Bid Form will be considered.

4.1.5.2 Amounts originally proposed for Alternate Bids shall be held valid for a minimum of 30 days beyond time allowed for withdrawal of bids.

4.1.5.3 See Section 01 23 00 Alternates/Alternatives for complete work description.

Add the following subparagraphs to 4.1:

4.1.8 Owner requests Stipulated Sum Base Bids for work contemplated and as described in the Project Manual and accompanying drawings.

4.1.9 Unit prices requested on the Bid Form shall be given, and if included in contract, will be used for additions to or deductions from amount of work required under contract. Unit prices shall include all cost of materials, labor, insurance, overhead and profit. Credit for work omitted will be determined by same unit prices if not specifically stated otherwise in the Bid Form by the Bidder.

4.1.10 SALES TAX

- .1 According to the Illinois Retailer's Occupational Tax Act, supplies and materials used on this project are exempt from the Retailer's Occupational Tax.

4.1.11 WAGE RULES

- .1 Contractor shall comply with the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/1, et. seq. regarding wages paid by it and by subcontractors used by it under this Project.
- .2 Minimum prevailing wage rate requirements will apply to this project if the cost exceeds the threshold allowed for work performed by a single occupational classification. Wage rate requirements will be determined by the Owner and included in the contract documents when applicable. The Bidder shall comply with any wage rate requirements for the project.

4.1.12 COMPLETION TIME

- .1 Certain portions of the work shall be completed in accordance with the sequencing plan to facilitate the Owner's usage of the existing portion of the building during construction.
- .2 Work of the entire project shall be substantially completed by October 11, 2019 and final completed by October 25, 2019.

4.2 BID SECURITY

Add the following subparagraph to 4.2:

4.2.4 Bids shall be accompanied by a Bid Security of at least 10% of the total amount of the base bid and all additive alternate bids. This may be in the form of a certified check, cashier's check, bank draft, or bid bond from a bonding company with a Best rating of "B" or better, payable to the Owner as a guarantee that the bidder will enter into a contract with the Owner and will furnish the proper performance and payment bond within the time limit established by the Owner. If the successful Bidder files the contract and

performance and payment bond, upon the execution of the contract by the Owner, the Bid Security will be returned to all bidders. If he fails to file such contract and performance and payment bond, the amount of the Bid Security will be forfeited to the Owner as liquidated damages.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

Add the following subparagraphs to 7.1:

7.1.4 A Performance Bond in the amount equal to 100% of the Contract Price will be required for this project. The cost for this Performance Bond shall be included in the Bid.

7.1.5 A Labor and Material Payment Bond in an amount equal to 100% of the full amount of the Contract Sum as security for payment of all persons performing labor and furnishing materials in connection with the Contract Documents shall be required for this project. The cost of this Labor and Material Payment Bond shall be included in the Bid.

END OF SECTION

SECTION 00 41 00
BID FORMS

BID DUE DATE: June 6, 2019
PROJECT: Batavia High School Condensing Boiler Replacement
LOCATION: 1201 Main Street
Batavia, Il 60510
OWNER: Board of Education - Batavia Public School District 101
335 West Wilson Street
Batavia, Il 60510
ARCHITECT: IMEG Corp.
1100 Warrenville Road Suite 400W
Naperville, Ill 60563
Telephone #630.527.2320

BIDDER _____
Circle One (Corporation) (Partnership) (Individual)

ADDRESS _____
Street City State Zip Code Phone No.

The undersigned, having become familiar with the local conditions affecting the cost of the work and with the Contract Documents including Advertisement for Bid Instructions to Bidders, Supplementary Instructions to Bidders, Bid Form, General Conditions, Supplementary Conditions, Drawings and Specifications, and Addenda issued thereto, as prepared by IMEG Corp., 1100 Warrenville Road Suite 400W, Naperville, Il 60563 hereby agrees to furnish all labor, material, and equipment necessary to replace four existing Aerco condensing boilers with three new 2,000 MBH condensing boilers and associated piping, flues, controls and electrical connections required for construction of the Project as hereinafter stated.

ADDENDUM RECEIPT

The undersigned acknowledges the receipt of Addenda _____ to _____ inclusive.

BASE BID

The undersigned agrees to perform all the work required for the sum of:

_____ DOLLARS (\$_____).

NOTICE TO BIDDERS

The Subcontractor list shall be filled out completely and submitted within 24 hours after the bid opening. Bidder's failure to submit the completed list may result in disqualification of bid.

SUBCONTRACTOR LIST

COMPANY NAME

Electrical _____

If the undersigned is awarded the Contract for Construction, the above listed Subcontractors will be employed for this project.

BIDDERS

Wherever unit prices or other information is requested in the various sections of the specifications, Bidder shall furnish same in detail. If space is not available on this form for the information required, typewritten sheets with the necessary information shall be attached to the form. Contractor shall also provide, along with this bid form, completed Batavia School District 101 certifications forms following this bid form and the "Contractors Qualification Statement" AIA Document A305.

BID SECURITY

(Bidder must indicate which of the following is enclosed)

CERTIFIED CHECK

CASHIER'S CHECK

BID BOND

COMMENCEMENT AND COMPLETION OF CONTRACT

The undersigned agrees, if awarded a contract, to commence work by June 24, 2019 and to achieve Substantial Completion by October 11, 2019. Any items noted on the Final Job Site Observation report shall be completed by October 25, 2019. The undersigned further agrees to execute contract, furnish a satisfactory performance and labor and material payment bond and insurance coverage as specified in strict accordance with Contract Documents prepared by IMEG Corp., 1100 Warrenville Road, Suite 400W, Naperville, Illinois 60563.

PUBLIC ACT 85-1295 (SB 2002): PUBLIC CONTRACTS

The Bidder/Vendor certifies that the Bidder is not barred from bidding on the contracts as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961.

BIDDER _____

Circle One (Corporation) (Partnership) (Individual)

ADDRESS _____
Street City State Zip Code Phone No.

BY _____

TITLE _____

CONTRACTOR LICENSE NO.

Affix Corporation Seal if Corporation; if not a Corporation, this bid must be notarized.

Date _____, _____

Notary _____

Expiration Date _____

BIDDER'S SIGNATURE

Date _____, 20____

Firm Name

Official Address:

Signature _____

Phone: _____

Fax: _____

Email: _____

Printed Name _____

Title _____

END OF SECTION

Authorization for Criminal Background Investigation

The undersigned hereby authorizes the Board of Education of Batavia School District 101 to request a criminal background investigation from the Illinois State Police, pursuant to Section 5/10-21.9 of the School Code of Illinois, 105 ILCS 5/10-21.9 and to receive criminal history record information pursuant thereto.

By: _____
(Signature of Applicant Employee)

(Printed or Typed Name of Applicant Employee)

Date: _____

CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 REQUIRES THAT ALL CONTRACTORS BIDDING FOR PUBLIC AGENCIES IN THE State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid certified that said contractor is not barred from bidding on the aforementioned contract as a result of violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 2019

NOTARY PUBLIC

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

_____, having 25 or more employees, does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies that it is not ineligible for award of this contract by reason of debatement for a violation of the *Illinois Drug-Free Workplace Act*.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 2014

NOTARY PUBLIC

**CERTIFICATE REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

_____, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the *Illinois Human Rights Act*.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 2014

NOTARY PUBLIC

IMEG #
Owner Name
Project Name

00 01 15 - 1

Revised 01/10/00

**CERTIFICATE REGARDING
SEXUAL HARASSMENT POLICY**

_____, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 2014

NOTARY PUBLIC

IMEG #
Owner Name
Project Name

00 01 15 - 1

Revised 01/10/00

Criminal Background Investigation

Contractor hereby represents, warrants and certified that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/120-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

Date: _____



AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

Corporation

Partnership

Individual

Joint Venture

Other

NAME OF PROJECT: *(if applicable)* Batavia High School Condensing Boiler Replacement

TYPE OF WORK: *(file separate form for each Classification of Work)*

General Construction

HVAC

Electrical

Plumbing

Other: *(Specify)*

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

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.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6 SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:



AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Batavia High School Condensing Boiler Replacement
1201 Main Street, Batavia, IL 60510

THE OWNER:

(Name, legal status and address)

Batavia School District 101
335 West Wilson Street
Batavia, Illinois 60510

THE ARCHITECT:

(Name, legal status and address)

IMEG Corp.
1100 Warrenville Road, Suite 400W
Naperville, Illinois 60563

IMEG #19000864.00

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- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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Init.

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User Notes:

(1851095150)

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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 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 and certify termination of the Agreement under Section 14.2.2.

§ 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.

§ 1.2.2 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

§ 2.2.3 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.

§ 2.2.4 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.

§ 2.2.5 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.

§ 2.3 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.

§ 2.4 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 written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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 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 2.2.3, 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 make 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 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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 authorized by the Architect in accordance with Sections 3.12.8 or 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

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.

§ 3.6 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 21 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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 furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

submittals. These shall be available to the Architect and shall be 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 the way by which 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. 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 cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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 Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

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

party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The 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.

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

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

§ 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, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 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 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

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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, material and equipment 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, unless otherwise specifically stated by the Architect, 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 authorize 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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 in writing; 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 such 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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, and the Contractor shall proceed promptly, 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 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .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 related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order 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

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.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material 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 material 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, material suppliers, or other persons or entities making a claim by reason of having 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 issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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 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 the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment 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 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 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' written 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 shut-down, 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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 as required under Section 11.3.1.5 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 written 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 and, 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 terms and conditions of 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien 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 such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed 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 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; or
- .3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; 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 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 owners and users of adjacent sites and utilities.

§ 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, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such 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

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify 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 LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents 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 during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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§ 11.4.2 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.

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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an 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 written 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 2.4.

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

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors 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 except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

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

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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.

§ 13.5.5 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.

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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' written 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 as described in 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 written 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 Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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, 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.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written 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 must 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 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

§ 15.1.5.2 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.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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 such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

GENERAL

The following supplements modify the General Conditions of the Contract for Construction, AIA® Document A201™–2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.3 The Work – Add the following: “Where sections contain a ‘Work Includes’ or ‘Section Includes’ list, it merely serves as a table of contents for items described in the section and is not intended to limit or restrict volume or type of work required by the section of specifications.”

Add the following subparagraphs to 1.1:

1.1.9 MISCELLANEOUS DEFINITIONS

1.1.9.1 Wherever the term "Architect" is used, or implied, it shall be changed to Engineer.

1.1.9.2 Where the word "building", "project", or “work” occurs, herein or in the specifications, it shall be construed as applying to all buildings. In all cases where device, material, units, or part of equipment is referred to as singular in number, it is intended that such reference shall apply to as many such devices as are required to complete project and/or work on the project.

1.1.9.3 The term "General Work" shall mean the work, other than Mechanical and Electrical Work, specified in any or all Sections of Divisions 1 through 14 and 31.

1.1.9.4 The term "Mechanical Work" shall mean the Mechanical work specified in Divisions 21, 22, and 23 and other applicable Divisions. The term "Electrical Work" shall mean the Electrical work specified in Division 26 and other applicable Divisions.

1.1.9.5 Where used in the specifications, the word "furnish" shall mean supply for use, the word "install" shall mean connect complete and ready for operation, and the word "provide" shall mean to supply for use and connect complete and ready for operation.

1.1.9.5.1 Any item listed as furnished shall also be installed, unless otherwise noted.

1.1.9.5.2 Any item listed as installed shall also be furnished, unless otherwise noted.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following subparagraph to 1.2.3:

1.2.3.1 Where materials or devices are specified in these documents by reference to government, manufacturer's association or professional society standards, the pertinent sections of the latest edition of such standards, unless otherwise specified, shall have the same force and effect as if set forth in full in these specifications. The following abbreviations shall be used as indicated for the principal societies:

ACI	American Concrete Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers

ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing Materials
AWS	American Welding Society
IBR	Institute of Boiler and Radiator Manufacturers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electric Manufacturers Association
UL	Underwriter's Laboratories

ARTICLE 2: OWNER

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

Add the following sentence: "The Owner's actions pursuant to this subparagraph shall not operate as a release of any obligation of a Surety upon its Performance and Labor and Material Payment Bonds."

ARTICLE 3: CONTRACTOR

3.4 LABOR AND MATERIALS

Add the following subparagraph to 3.4.1:

3.4.1.1 Contractor agrees to comply with the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/1, et. seq. regarding wages paid by it and by subcontractors used by it under this Project. The prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website.

Add the following subparagraphs to 3.4:

3.4.4 In order that ready availability of materials, parts, or components for repair, replacement or expansion may be assured, all such materials, parts and components shall be obtained where feasible from sources which maintain a regular domestic stock.

3.4.5 Materials: Substitution, Acceptance. Materials are specified in the following ways:

3.4.5.1 Whenever a material, article, or piece of equipment is identified in the specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is to establish a standard of quality required and not to, in any way, eliminate competition. Any material, article, or equipment of other manufacturers or vendors which will perform adequately the service and duties imposed by the general design and is of a quality equal to or better than the material, article, or equipment identified in the specifications will be considered equally acceptable provided that the material, article, or equipment so proposed, is submitted for approval in writing, and is, as a result of the review by the Architect, of equal substance and function. The Architect's decision, after review, shall be final.

3.4.5.2 The Bidder may submit to the Architect, not less than ten (10) days prior to the date bids are to be received, complete engineering data on any material, article, or equipment, which is proposed as a substitute for the material, article, or equipment specified, with a request for its approval. The Architect will review the proposed substitution, and will determine if the material, article, or equipment is of equal substance and function to that identified in the specifications. The Architect will issue an approval in writing to all Bidders not less than seven (7) calendar days prior to the date bids are to be received. Failure to receive such written approval shall be construed as rejection of the material, article, or equipment as not having equal substance and function to that specified.

3.4.5.3 The Bidder may, as part of the proposal, offer substitution material, article, or equipment to that indicated in the specifications, stating the difference in cost for each substitution. Complete descriptive and engineering data shall be submitted with the proposal. Failure to submit complete descriptive and

engineering data with the proposal shall result in its not being given consideration. Written approval will be given if the substitution material, article, or equipment is acceptable. No substitution of material, article, or equipment shall be made without written approval.

3.4.5.4 When offering substitution material, article, or equipment, the Bidder states that all dimensions, space allocations, and other construction difficulties have been verified, and certifies that the items offered will perform as those specified.

3.4.5.5 Any request for, or proposal for the use of substitution materials, articles, or equipment shall include all coordination, modification, or additional work required as a result of the substitution. The Bidder further assumes all costs that may be incurred as a result of using the offered materials, articles or equipment necessitating extra expenses on the Bidder's part, or on the part of other Bidders whose work is affected.

3.4.5.6 The Bidder shall, unless written approval has been granted for substitution of material, article, or equipment, furnish and install the materials, articles, or equipment specified.

3.4.5.7 After award of the Contract, substitutions will be considered only under one or more of the following conditions:

- .1 Required for compliance with subsequent interpretation of code requirements or insurance regulations.
- .2 Unavailability of specified products, through no fault of the Contractor.
- .3 Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
- .4 When it is clearly seen, in the judgment of the Architect that a substitution would be substantially to the Owner's best interests, in terms of cost, time or other considerations.

3.5 WARRANTY

Add the following subparagraph to 3.5:

3.5.1 If all, or a portion of the operating systems are used beneficially by any party other than the Contractor, with prior written authorization of the Owner, the warranty period shall commence on the date when such systems or portion thereof are placed in operation. The beneficial user, if other than the Owner, shall restore such systems, or portion thereof, to their original condition without cost to the Owner and before acceptance by the Owner.

3.6 TAXES

Add the following subparagraphs to 3.6:

3.6.1 The Contractor shall also pay Unemployment and Social Security taxes or other taxes imposed by Local, City, State, or Federal Government. If the tax laws are subsequently amended by legislation during the life of the Contract, the Contractor shall pay the net change caused by such amendment.

3.6.2 Tax Exemption: Refer to SALES TAX in Supplementary Instructions to Bidders.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

Revise subparagraph 3.7.5 to read as follows:

3.7.5 If, in the course of the Work, the Contractor knowingly encounters and recognizes 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 or good faith belief of such existing of such remains or features may be made as provided in Article 15.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Add the following subparagraphs to 3.10.1:

3.10.1.1 The Contractor shall issue a copy of the schedule to all other Subcontractors, who, in turn, shall promptly prepare construction schedules for their work. The General Contractor shall then make a combined horizontal bar chart of work for all Contracts that shall be used throughout sequence of construction to keep this project on schedule.

3.10.1.2 The horizontal bar chart for the work shall be posted in the project construction office and shall be brought up to date monthly by the General Contractor. Updated bar charts shall include schedule changes for the work of all Subcontractors involved. Copies of updated bar charts shall be sent to the Owner and the Architect monthly.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.2 MUTUAL RESPONSIBILITY

Add the following subparagraphs to 6.2.2:

6.2.2.1 Each Contractor shall perform work in proper sequence in relation to that of other Contractors. Mechanical Contractors shall fit their piping and ductwork into structure as job conditions may demand.

6.2.2.2 The Contractor and each Subcontractor shall obtain complete data at site and inspect surfaces that are to receive the work before proceeding; shall be solely responsible for accuracy of measurements and laying out of work; shall correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies.

6.2.2.3 Each Contractor shall give due notice and proper information to other Contractors of any special provisions necessary for the placing and setting of work coming in contact with work of other Contractors. Failing to do so in proper time, Contractor shall be held responsible and shall pay for any and all alterations and repairs necessitated by such neglect.

6.2.2.4 Each Contractor shall cooperate in every way possible to allow for installation of equipment that is to be provided by Owner or equipment contractors during the course of construction.

ARTICLE 7: CHANGES IN THE WORK

7.1 CONSTRUCTION CHANGE DIRECTIVES

Add the following subparagraph to 7.1:

7.1.4 Contractors overhead and profit is limited to 15%. Subcontractors' markup is limited to 5%.

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES - Add the following sentence: "Bond charges and allowances shall appear separately in schedule. Contractor's itemized labor and material breakdown shall be submitted to the Architect on AIA Document G703 Continuation Sheet."

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Add the following sentence: "Payment request shall utilize AIA Document G702 Application and Certification for Payment and AIA Document G703 Continuation Sheet and shall be submitted in triplicate."

Add the following subparagraph to 9.3.1:

9.3.1.3 Until final payment, the Owner shall withhold ten percent (10%) of the amount due the Contractor on Account of progress payments unless percentage is reduced by Architect.

Add the following subparagraph to 9.3:

9.3.4 Beginning with the second payment request, the General Contractor shall submit three (3) notarized copies of the Contractor's partial waiver of lien for the full amount of the previous payment request and the partial waivers of Subcontractors and Material Suppliers who were included in the immediate preceding payment request to the extent of that payment (i.e., the Contractor must submit partial waivers on a current basis. Subcontractors and Material Suppliers may not be more than one payment behind with their partial waivers). Application for final payment shall be accompanied by final waivers of lien from the Contractor, Subcontractor, and Material Suppliers who have not previously furnished such final waivers.

9.6 PROGRESS PAYMENTS

Change Section 9.6.1 to read as follows:

9.6.1 After the Architect has issued a Certificate for Payment, and Owner approves that Certificate for Payment, the Owner shall make payments for undisputed amounts in accordance with the provisions of the *Illinois Local Government Prompt Payment Act*, and interest shall be paid on unpaid sums as provided in the *Illinois Local Government Prompt Payment Act*.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following subparagraphs to 9.10:

9.10.6 Upon determination by the Architect, and acceptance by the Owner, the final payment, including retained percentages, will be recommended for payment within 30 days after final acceptance of work.

9.10.7 The Owner shall reserve the right to reimburse the Architect for costs extending from additional work required by the Architect due to lack of performance and/or coordination by the Contractor under specific conditions, including:

- .1 Review of submittals more than twice due to incomplete or missing information.
- .2 Additional Final Site Observations (above one for confirm substantial completion and one to confirm final completion) required if Architect finds the project incomplete after certification and request by the Contractor.

- .3 Additional time and expenses required if the Contractor does not complete the project and all closeout procedures within 30 days of the specified final completion date as may be amended by change orders during the course of the project.

These additional costs shall be deducted from the Contractor's final payment for the project.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following subparagraphs to 10.2.8:

10.2.8.1 Whenever an employee, agent, or other representative of Contractor, or any employee, agent, or other representative of a Subcontractor, whose activities on or about the site, shall cause or be a substantial factor in causing, any damage (including but not limited to breaking, burning, overheating, freezing, exposing, disconnecting, misconnecting, and depriving of support) to the work, materials, or property of a third party (including but not limited to the Owner, other Contractors, Subcontractors material suppliers, delivery persons, frequenters, security holders, adjacent land owners, bodies politic, utilities, or members of the public), such Contractor or Subcontractor shall promptly proceed to remedy and correct such damage and to pay all costs, expenses, and damages involved. To the extent that such Contractor or Subcontractor shall fail to do so, they shall be accountable, under contract with the Owner, for all damages to the Owner directly or consequentially arising therefrom whether liquidated or not, and whether certain or contingent, including but not limited to costs of renovation, repair, replacement, or relocation, vicarious liabilities, losses by delays, charges for architectural or other services, and extra costs, charges, work, or materials of every description. Upon determination by the Architect of the identity of the responsible party, and of the extent of such damage so caused, Owner shall be entitled for its security, to withhold or deduct from payments otherwise due such Contractor any sum reasonably estimated to be required to secure Owner's right to such account, until Owner shall otherwise be fully indemnified and made whole. Such liability to account shall be deemed contractual, and shall arise regardless of whether or not circumstances of conventional tort are present or proven, and shall bind the sureties and indemnitors of such Contractor or Subcontractor, but the Owner shall not be deemed to have waived, released, settled, or otherwise impaired its right to full account by reason of any payment, withholding, deduction, failure to withhold or deduct, or other form of claim or failure to claim; and in no event shall exercise or non-exercise of the Owner's right to be deemed or implied to impose on the Owner any liability toward any other person; or to affect, except as expressly provided, the rights or liabilities of any of the parties arising independently of this provision.

10.2.8.2 Whenever the Contractor or Subcontractors whose activities cause any such damage cannot, in the opinion of the Architect, be specifically ascertained, or whenever a Contractor's or Subcontractor's proportionate responsibility to account therefore according to the foregoing provisions cannot, in the opinion of the Architect, be finally determined, the party to whose work sections the damage pertains, shall proceed promptly to remedy and correct such damage, as extra work, and the reasonable charges for so doing, together with the amounts of any further damages which may so arise, shall be determined by the Architect to the Owner, with authorization to charge the aggregate sum to the respective accounts of all Contractors who, directly or through Subcontractors, material suppliers, or delivery persons who were engaged in any activity at the site of damage when it arose in proportion to the gross amounts of their respective contracts. Such allocated accountability shall continue, as security to the Owner, until a different accountability is ascertained, in the opinion of the Architect or until Owner is otherwise fully indemnified and made whole.

10.3 HAZARDOUS MATERIALS

Add the following subparagraph to 10.3:

10.3.7 Owner and Contractor shall indemnify and hold harmless the Architect and its consultants from claims, costs, damages, or liability, including attorney fees, associated with the creation, storage, release, transport, or disposal of hazardous or toxic material or pollutant.

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

In Section 11.1.1, in the second line, after the words "as will protect the", add "Owner and".

11.1.1.1 Delete the semicolon at the end of Section 11.1.1.1 and add: , including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

11.1.1.2 Delete the semicolon at the end of Section 11.1.1.2 and add: or persons or entities excluded by statute from the requirements of Section 11.1.1.1 but required by the Contract Documents to provide the insurance required by that section.

11.1.1.3 11.1.1.6 Delete the semicolon at the end of Section 11.1.1.6 and add: and coverage shall be written on a comprehensive automobile policy that includes coverage for owned, non-owned and hired motor vehicles.

Add the following Sections 11.1.1.9, 11.1.1.10 and 11.1.1.11.

11.1.1.4 Liability insurance shall be written on the comprehensive general liability basis, and shall include, but not be limited to, the following sub-lines:

- .1 Premises and Operations including x, c, u coverages (explosion, collapse, underground).
- .2 Products and Completed Operations.
- .3 Independent Contractor's Protective.
- .4 Broad Form Comprehensive General Liability Endorsement:
 - .a Contractual Liability, including Contractors obligation under Section 3.18.
 - .b Personal Injury & Advertising Injury Liability.
 - .c Premises Medical Payments.
 - .d Host Liquor Law Liability.
 - .e Fire Legal Liability - Real Property.
 - .f Broad Form Property Damage Liability (including Completed Operations).
 - .g Incidental Medical Malpractice Liability.
 - .h Non-owned Watercraft Liability.
 - .i Limited Worldwide Liability.
 - .j Additional Persons Insured, including employees for personal and advertising injury.
 - .k Extended Bodily Injury Liability.
 - .l Automatic Coverage - Newly Acquired Organizations (90 days).
 - .m Sexual Abuse Liability.

11.1.15 If liability insurance is written under the new simplified form - Commercial General Liability, the above listed coverages shall be included.

11.1.16 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date of the policy shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Section 9.10.2, and an extended period endorsement "Supplemental Tail," shall be purchased.

11.1.2 Add the following Section 11.1.2.1:

11.1.2.1 The insurance required by Section 11.1.1 shall be primary to any insurance held by Owner, and non-contributory, and shall be written for not less than the following limits, or greater if required by law:

.1 Worker's Compensation:

- .a State: Statutory.
- .b Applicable Federal (e.g., Longshoremen's): Statutory.
- .c Employer's Liability:

\$ <u>500,000.00</u>	Per Accident.
\$ <u>500,000.00</u>	Disease, Policy Limit.
\$ <u>500,000.00</u>	Disease, Each Employee.

.2 If written under Comprehensive General Liability Policy Form (including sub-lines specified in Section 11.1.1.8):

.a Bodily Injury:

\$ <u>1,000,000.00</u>	Each Occurrence.
\$ <u>1,000,000.00</u>	Aggregate.

.b Property Damage:

\$ <u>1,000,000.00</u>	Each Occurrence.
\$ <u>1,000,000.00</u>	Aggregate.

.c Bodily Injury and Property Damage combined:

\$ <u>1,000,000.00</u>	Each Occurrence.
\$ <u>1,000,000.00</u>	Aggregate.

.d Personal Injury:

\$ <u>1,000,000.00</u>	Aggregate.
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.3 If written under Commercial General Liability Policy Form:

\$ <u>1,000,000.00</u>	General Aggregate.
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<u>\$1,000,000.00</u>	Products Completed Operations Aggregate.
<u>\$1,000,000.00</u>	Personal and Advertising Injury.
<u>\$1,000,000.00</u>	Each Occurrence.
\$ <u>50,000.00</u>	Fire Damage (any one fire).
\$ <u>5,000.00</u>	Medical Expense (any one person).

.4 Business Automobile Liability (including owned, non-owned and hired vehicles):

.a Bodily Injury:

<u>\$1,000,000.00</u>	Per Person.
<u>\$1,000,000.00</u>	Per Accident.

.b Property Damage:

<u>\$1,000,000.00</u>	Per Occurrence.
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.c Bodily Injury and Property Damage Combined:

<u>\$1,000,000.00</u>	Per Occurrence.
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.5 Umbrella Excess Liability:

<u>\$2,000,000.00</u>	Over Primary Insurance.
\$ <u>10,000.00</u>	Retention for Self-Insured Hazards Each Occurrence.

.6 Contractual Liability covering the Contractor's obligations under Section 3.18, and any other indemnification obligation of the Contractor contained in the Contract Documents.

.7 Products and Completed Operations coverage to be maintained for at least five (5) years after Final Payment.

11.1.3 Change Section 11.1.3 to read as follows:

11.1.3 Certificates of insurance and Riders for the above coverage shall be sent to the Owner for its approval prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Attached to the required Certificate, Contractor must provide AIA Document G715, specifically setting forth evidence of all coverage required by Article 11. The Contractor shall certify to the Owner that the Contractor has obtained or will obtain similar certificates of insurance from each of his Subcontractors before their work commences. Each Subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor unless the Contractor and Owner agree that a reduced coverage is adequate. Each Subcontractor and Subcontractor's insurance shall be primary to the Contractor's insurance, and then the Owner's insurance, in that respective order, and non-contributory, and shall cover the Owner, its officers, members, agents, and employees as "additional insureds." If the "additional insureds" have other insurance which is applicable to the loss, it shall be on an excess or contingent basis. The amount of the Contractor's or Subcontractor's liability under this Article 11 shall not be reduced by the existence of such other insurance. Contractor's certificates shall be in duplicate on standard Accord forms. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until

at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. The Contractor must provide copies of all applicable insurance policies to the Owner upon request.

Change Section 11.1.4 to read as follows:

11.1.4 The Contractor shall cause all insurance coverage required by this Article 11 and the Contract Documents to include the Owner, its officers, members, agents, and employees, and the Architect, and the Architect's consultants, as additional insureds.

Add a new Section (11.1.5) that reads as follows:

11.1.5 Any and all insurance held by Contractor, Subcontractors, and sub-subcontractors must be exhausted before Owner's insurance is required to provide coverage for damage or loss.

11.2 OWNER'S LIABILITY INSURANCE

Delete Section 11.2 and in its place, add the following Section 11.2.1, 11.2.2, 11.2.3:

11.2.1 In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the insurance obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

11.3 PROPERTY INSURANCE

Change Section 11.3.1 to read as follows:

11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance may be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by Owner, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall name the Owner and the Contractor as named insureds, and the Subcontractors and all tier sub-subcontractors shall not be modified by the phrase "as their interests may appear" or any other language which could restrict an insured's coverage to only that of its interest in the Project. The property insurance required by this paragraph is a builder's risk policy, and not the Owner's typical property insurance.

At the end of Section 11.3.1.1, add the following sentence: "The property insurance required by this

paragraph is a builder's risk policy, and not the Owner's typical property insurance."

Delete Sections 11.3.1.2, 11.3.1.3, 11.3.1.4 and 11.3.1.5.

Add the following provisions after 11.3.1.1 (noting that Sections 11.3.1.2, 11.3.1.3, 11.3.1.4, and 11.3.1.5 have been deleted):

11.3.1.6 Coverage shall include, but not be limited to:

- .1 Fire and Extended Coverage (Lightning, wind storm, hail, explosion, riot, civil commotion, aircraft, vehicle and smoke).
- .2 Vandalism and Malicious Mischief.

11.3.1.7 Coverage shall not extend to:

- .1 Tools and equipment of:
 - .a Contractors.
 - .b Subcontractors.
 - .c The Architect/Engineer.
- .2 Property owned by employees of any of the foregoing.
- .3 Vehicles of any kind.
- .4 Trees and shrubs.
- .5 Drawings and specifications.

11.3.1.8 The Owner and the Architect/Engineer and all other contractors shall be named as additional insured as their interest may appear.

11.3.1.9 A deductible clause of \$1,000 per loss shall be included. The party purchasing the Builder's Risk Insurance shall be responsible for apportioning the amount of losses within the deductible or portions not insurable amount the insured contractors.

11.3.1.10 The policy by its terms or endorsement shall specifically permit and allow for beneficial or partial occupancy prior to completion or acceptance of the Project by the Owner.

11.3.1.11 The prompt repair or reconstruction of the Work as a result of any insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to the Owner or Architect/Engineer. The Contractor shall furnish the proper assistance in the adjustment and settlement of any loss. Loss will be adjustable with and payable to the party purchasing the Builder's Risk Insurance who shall be responsible for apportioning the loss proceeds to each and every entity involved in the loss to the extent of his interest. The policy shall contain a provision that the policy will not be canceled, changed or altered until at least 30 calendar days prior to written notice has been given to the named insured.

DELETE SECTIONS 11.3.2 (BOILER AND MACHINERY INSURANCE) AND 11.3.3 (LOSS OF USE INSURANCE – Including its subsections 11.3.4, 11.3.5, and 11.3.6) in their entireties.

11.3.7 WAIVERS OF SUBROGATION

Change Section 11.3.7 to read as follows:

If permitted by the Owner's and the Contractor's insurance companies without penalties, fees, or cancellation, 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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to Sections 11.3.1 and 11.3.1.1 or other property insurance purchased by Contractor and/or Subcontractors applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waiver requirements in this paragraph apply to, but are not limited to, insurance coverage provided by private sector insurers and any self-insured persons, organizations, or entities.

Notwithstanding the provisions above, under no circumstances shall Owner waive subrogation for: (1) any liability claims arising out of the Project; (2) any Owner property claims that are not covered by the builder's risk policy required by Sections 11.3.1 and 11.3.1.1; and (3) any Owner property claims that are covered by other Owner property insurance, self-insurance, or pool insurance.

In Section 11.3.8, add "only" after the word "insured" in the first line; after the word "insurance" in the first line, add "written on a builder's risk 'all risk' or equivalent form"; after the word "insureds" in the second line, delete "as their interests may appear".

Delete Sections 11.3.9 and 11.3.10 in their entirety.

11.4 PERFORMANCE BOND AND PAYMENT BOND

Delete Section 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract sum. The amount of each bond shall be equal to 100 percent of the Contract sum.

11.4.1.1 The Contractor shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Add the following Section (11.5 MISCELLANEOUS REQUIREMENTS):

11.5 MISCELLANEOUS REQUIREMENTS

11.5.1 All insurance coverage shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "X" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.

11.5.2 The Contractor is responsible for determining that Subcontractors are adequately insured against claims arising out of or relating to the Work. The premium cost and charges for such insurance shall be paid by each Subcontractor.

11.5.3 The limits of liability as stated may be arrived at using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

Add the following subparagraph to 12.2:

12.2.6 All structures are subject to wear and tear and environmental and manmade exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. Architect shall have no responsibility for such issues or resulting damages.

ARTICLE 13: MISCELLANEOUS PROVISIONS

Revise subparagraph 13.1 to read as follows:

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

ARTICLE 16: EQUAL EMPLOYMENT OPPORTUNITY

16.1.1 The Contractor and all Subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered Contractors and Subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

ARTICLE 17.0: HARASSMENT

17.1 Each Contractor and Contractor's subcontractor shall have in place a written harassment policy in full compliance with federal and state laws. Harassment is defined as either verbal or physical conduct that the receiving party finds offensive. This includes, but is not limited to, actions that single out race, creed, color, national or ethnic origin, veteran status, age, sex, religion, or mental or physical disability.

17.2 This policy, as a minimum, shall include the following:

- .1 The illegality of harassment.
- .2 The definition of harassment under state and federal laws.
- .3 A description of harassment, utilizing examples.
- .4 An employer's internal complaint process, including penalty.
- .5 The legal recourse, investigative and complaint process available through the Department of Human Rights Commission.
- .6 Directions on how to contact the Department of Human Rights Commission.
- .7 Protection against retaliation.

ARTICLE 18.0: TOBACCO AND DRUG FREE ENVIRONMENT

18.1 The Contractor and the Subcontractors shall comply with the policy of the Owner that prohibits the use of tobacco products on all property.

18.2 The Contractor and the Subcontractors by submitting their bid, certify they will provide a drug free workplace that is in compliance with the requirements of the Drug Free Workplace Act.

END OF SECTION

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work covers construction the replacement of four existing Aerco condensing boilers with three new 2,000 MBH condensing boilers, one unit heater and associated piping, flues, controls and electrical connections.

1.2 CONTRACTS

- A. Project shall be constructed under a single contract that shall include the all work required to complete the project.

1.3 WORK OF CONTRACTORS

- A. In addition to fulfilling Contract Requirements, Contractor shall fulfill the requirements of all drawings, specifications, and the requirements of the General Conditions, Supplementary Conditions, and Division 1, General Requirements, all of which are hereby made a part of each division and section of the project specifications.
- B. Contractor shall provide work and/or services as may be specified in all the respective specification sections and/or indicated on the drawings for all divisions of work. Contractor shall review specification sections and drawings for all divisions of work to determine extent of work and/or services each section requires for other divisions as well as its own division of work.

1.4 CONTRACTOR'S USE OF SITE

- A. Access: 6:00 a.m., to 5:00 p.m. Monday through Friday.
- B. Utility outage and shutdown: Contractor shall coordinate directly with Batavia High School and shall provide a minimum of 1 week advance notice for any shutdowns.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 21 00
ALLOWANCES

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

A. Types of allowances scheduled herein for the work include the following:

1. Contingency Allowance in accordance with the following paragraph:

- a. Contingency allowance shall be used only as directed for Owner's purposes, and only by change orders that designate amounts to be charged to contingency allowance. Contractor's related costs are not included in the Contract Sum (other than allowance itself) for work so ordered to be charged to contingency allowance. The change orders will include costs and allowable overhead/profit margins. At time of project closeout, unused amounts remaining in contingency allowance shall be credited to Owner by change order.

PART 2 - EXECUTION

2.1 SCHEDULE OF ALLOWANCES

A. Contingency Allowances to be included in General Contractor's Base Bid:

1. The General Contractor shall include a contingency allowance in the amount of \$25,000.00 to cover costs of any additional work ordered.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 specification sections apply to this section.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for project meetings including but not limited to:
1. Preconstruction conference.
 2. Coordination meetings.
 3. Progress meetings.
 4. Construction schedule.

1.3 PRECONSTRUCTION CONFERENCE

- A. Architect will schedule a preconstruction conference and organizational meeting at the project site or other convenient location no later than 15 days after execution of the Agreement between Owner and Contractor and prior to commencement of construction activities. Architect will conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, Architect, Contractor and superintendent, major subcontractors, manufacturers, suppliers, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.
- C. Agenda: Discuss items of significance that could affect progress, including such topics as:
1. Tentative construction schedule.
 2. Critical work sequencing.
 3. Designation of responsible personnel.
 4. Procedures for processing field decisions and Change Orders.
 5. Procedures for processing Applications for Payment.
 6. Distribution of Contract Documents.
 7. Submittal of shop drawings, product data, and samples.
 8. Preparation of record documents.
 9. Use of the premises.
 10. Office, work and storage areas.
 11. Equipment deliveries and priorities.
 12. Housekeeping.
- D. Architect will record and issue preconstruction conference meeting minutes.

1.4 COORDINATION MEETINGS

- A. Contractor shall conduct project coordination meetings on an as-needed basis convenient for all parties involved. Project coordination meetings are in addition to

specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.

- B. Contractor shall request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.

1.5 CONSTRUCTION PROGRESS MEETINGS

- A. Contractor shall conduct construction progress meetings at the project site at intervals convenient for all parties involved. The meetings for the duration of the project will be regularly scheduled at the pre-construction conference.
- B. Attendees: In addition to representatives of the Owner and Architect, each Subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings by persons familiar with the project and authorized to conclude matters relating to progress.
- C. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time, ahead of, or behind 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.
- D. Review the present and future needs of each entity present, including such items as:
 - 1. Interface requirements
 - 2. Time
 - 3. Sequences
 - 4. Deliveries
 - 5. Off-site fabrication problems
 - 6. Access
 - 7. Site utilization
 - 8. Temporary facilities and services
 - 9. Hours of work
 - 10. Hazards and risks
 - 11. Housekeeping
 - 12. Quality and work standards
 - 13. Change orders
 - 14. Documentation of information for payment requests
- E. Contractor shall record and issue meeting minutes for all construction progress meetings to all attendees and parties involved.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 50 00
CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 JOB CONDITIONS AND WORK SEQUENCE

- A. Contractor(s), Subcontractor(s), and Material Supplier(s) shall inform themselves as to conditions relating to the execution of work. Neglect of this requirement will not be accepted as cause for additional compensation and/or additional time for completion.
- B. Existing building will remain in operation during construction. Contractor shall schedule work in consultation with the Owner so there will be no interruption of existing building operations.

1.2 SITE EXAMINATION

- A. The Contractor shall take all measurements related to the existing building as required for the new work and to locate existing utilities. Contractor shall contact the City, Owner, and all utilities to carefully review all records of exposed, concealed, and buried points of connections, as to location, size, type, depth, operating characteristics, etc., including but not limited to, electrical service, telephone service, and water, gas, and sewer lines.

1.3 GRADES, LINES, AND LEVELS

- A. The Contractor shall lay out the building and establish all lines and levels for the work as required by drawings and specifications. The General Contractor shall maintain proper base lines, levels, and benchmarks outside or inside the building, where necessary, for the use by all trades.
- B. Each trade shall lay out and establish at the job all other lines and levels necessary for own work.
- C. The Contractor is responsible for coordination of work by all trades to ensure that potential conflicts are eliminated prior to installation beginning.

1.4 SUBMITTAL PROCEDURES FOR SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Shop Drawings:
 - 1. Each Contractor shall prepare and submit shop drawings, where requested, to the Architect for review. All shop drawings shall bear verification of Contractor's review and approval prior to submittal. No work shall be fabricated by the Contractor except at Contractor's own risk, until shop drawings have been reviewed in accordance with review procedure.
 - 2. The Contractor shall submit electronic submittals which shall be in PDF format only. Scanned copies, in PDF format, of paper originals are acceptable but must be legible. If they are not legible they will be rejected.
 - 3. Corrections or changes indicated on shop drawings shall not be considered as extra work orders. Final drawings will be considered reviewed only if they bear the stamp and signature of Architect.

4. Contractor shall be responsible for final distribution of reviewed shop drawings to the various Subcontractors or Trades.

1.5 SITE LIMITS AND MATERIALS STORAGE

- A. Space Limitations: No areas outside construction limits may be used for any purpose by Contractor(s) or Subcontractor(s).
- B. Contractor(s) or Subcontractor(s) shall not store their materials or equipment on the structure or permit any part of any structure to be loaded to such an extent as to endanger its safety.
- C. Contractor(s) and Subcontractors(s) shall confine equipment, storage of materials, parking, and operations of their workers to limits indicated or by direction of Architect. Storage space will be confined to area of site.
- D. Store, place, and handle material and equipment delivered to job site to preclude inclusion of foreign substances or causing of discoloration. Pile neatly and compactly; barricade to protect public from injury. Protect materials as required to prevent damage thereto from weather or the ground. Should it be necessary at any time to move materials, sheds, or storage platforms, Contractor shall move same, as and when required, at Contractor's expense.
- E. Owner assumes no responsibility for materials stored in buildings or on site. Contractor assumes full responsibility for damage due to storage of materials.
- F. Repairing of areas used for parking, placing of sheds, offices, and storage of materials shall be done by Contractor at Contractor's expense.
- G. Contractor's personnel shall not use the existing building for any purpose except as required to perform the work of this Contract unless otherwise specified.

1.6 CLEANING

- A. General Cleaning: The Contractor and each Subcontractor shall remove rubbish and debris from the building site promptly as it accumulates but, in any case, not less frequently than each Friday afternoon. The Contractor shall perform an overall cleanup of the entire site including a broom cleaning of all appropriate surfaces as required but, in any case, not less frequently than each Friday afternoon.
- B. No burning of rubbish or debris will be allowed at site, nor shall rubbish at any time be thrown from structure. No debris shall be buried at the site. Do not dispose of wastes into streams or waterways.
- C. All dumpsters used on the project site shall have lids or canvas covers securely fastened to prevent debris from blowing about site.

1.7 PROTECTION

- A. The Contractor shall:
 1. Provide warning signs, and guards as necessary for protection of material storage, curbs, sidewalks, streets, drives, and adjoining property. Use caution at all times to protect persons against injury resulting from job operations, movement of materials, and standing equipment.

2. Notify in writing, the Owners of corporate or private property that interferes with work and arrange with them for disposition of such property.
 3. Protect trees, shrubs, lawn, and landscape work from damage. Provide guards and covering.
 4. Provide protection against rain, wind, storms, or heat to maintain work, materials, apparatus and fixtures free from damage. At the end of a day's work, cover new work likely to be damaged.
 5. Protect building from damage at all times from rain water, ground water, backing up of drains or sewers and other water. Provide pumps, equipment, and enclosures to provide this protection.
- B. Each Contractor and Subcontractor shall protect own materials, work, and equipment not normally covered by above protection; protect work of other trades, adjust damage when performing work; protect work outside of building lines such as trenches and excavations, as specified above; when performing work, maintain protection provided above. Contractor causing damage to any work shall repair or replace damaged work at Contractor's expense.
 - C. Work outside of property line shall be repaired in accordance with requirements of authority having jurisdiction.
 - D. Provide temporary dust barriers as required to protect existing areas during work of the contract.

1.8 SHEDS

- A. Sheds: The Contractor and each Subcontractor may provide sheds for storing tools and materials. Storage sheds shall be watertight and storm proof, and shall have floors raised above ground. The Contractor and each Subcontractor will be held responsible for water or storm damage to stored tools or materials.

1.9 CONSTRUCTION ELECTRICITY

- A. Existing power sources may be used for work in areas to be remodeled. The Contractor shall provide and maintain construction electricity as required for the Work by extending power feeder switches, etc., from the Owner's existing system. Owner will pay cost of power used. Do not connect any equipment requiring more than 110 volts to Owner's system.
- B. All temporary wiring shall be erected and maintained by the Contractor in accordance with rules of the Underwriters Laboratory and the local electrical utility company, and shall be arranged as not to interfere with the progress of the work throughout the building. Remove all temporary wiring, etc., upon conclusion of its use.
- C. The Contractor shall provide wiring for single phase power for normal equipment used by the various Subcontractors or trades.
- D. If a Subcontractor requires power different than initially agreed, Contractor shall arrange and pay for the necessary wiring and power needed.

1.10 PARKING

- A. Construction personnel may park vehicles on site (within the limits of construction area) as directed by Owner.

1.11 FIRE PROTECTION

- A. During the construction period, the Contractor shall provide and maintain adequate fire protection per requirements of jurisdictional authorities, for the construction site, for each floor of the building, and for Contractor's temporary offices.
- B. In addition, each Subcontractor who maintains enclosed shed on premises for storage of materials or as workshop, or for convenience of workers, shall provide and maintain fire protection in each shed.

1.12 REPLACEMENT OF BROKEN GLASS

- A. Contractor shall be held responsible for damaged, broken, or scratched glass and at completion of contract shall replace such glass without cost to Owner. Include existing glass damaged, broken, or scratched due to work of Contract.
- B. In general, glass which is merely cracked will be considered damaged due to faulty setting and shall be replaced by glass installer.
- C. It shall be the Contractor's prerogative to charge cost of replaced glass to the party responsible. Building shall be turned over to Owner with glazing work complete and in perfect condition.

1.13 MANUFACTURER'S DIRECTIONS

- A. The Contractor shall apply, install, connect, erect, use, clean, and condition manufactured articles, materials, and equipment as directed by manufacturer unless specified to contrary.

1.14 CUTTING AND PATCHING

- A. Cutting and patching requirements specified herein, apply to all sections and divisions of the specifications, and all drawings covering demolition, remodeling, and new construction work to be performed by the Contractor and Mechanical and Electrical Subcontractors.
- B. All on site welding shall conform to the requirements and techniques of FM Global Engineering Division.
- C. Portions of the existing structure where existing work is to be demolished or removed, and where new work is to be done, connections made, materials handled, or equipment moved and relocated, shall be temporarily protected. Temporary protection shall be such that the interior of existing structure will at all times be protected from dust and weather inclemency and interior heat and/or air conditioning conserved. Temporary openings in exterior walls shall be protected by temporary weatherproof closures. Contractor will be held responsible for any damage to the existing structure or contents due to the insufficiency of such protection.

- D. Cutting and Patching Requirements:
1. Where new work connects with present building and where remodeling of existing work occurs, the Contractor shall do all cutting, notching, keying, removal and trimming of existing construction required to make connections between the new and the old work and shall do all patching, repairing or refinishing of cut and immediately adjacent surfaces to provide a finish in conformance with industry standards and appropriate to finish materials intended to be used.
 2. Holes through existing floors, walls, and roofs for Mechanical and Electrical work shall be cut, patched, sealed, fire proofed, and flashed by the trade requiring the opening.
 3. Before breaking of surfaces, cut primary saw-cut 1" to 1-1/2" deep around areas where portions of work will be removed. Lines shall be straight.
 4. Materials and workmanship employed in patching, repairing, or refinishing existing surfaces and/or involving new construction shall conform to that of original work, unless otherwise shown or specified.
 5. Clean existing surfaces remaining exposed as a result of demolition work and/or new construction. Clean entire wall faces, floor surfaces, column faces, etc., using sandblasting, wire brushing, or carborundum wheel. Where dovetail or other insert slots are exposed, they shall be filled with grout.
- E. Keep property adjacent to buildings clean and free from accumulation of rubbish. Remove excess debris resulting from demolition operations, as it accumulates.
- F. Walls, floors, etc., required to carry the excess weight of stored materials and equipment during demolition, removal and remodeling work, or which will be subjected to undue pressure from waste material, shall be shored or braced to withstand these excess loads.

1.15 CODE REQUIREMENTS

- A. The Contractor shall conform to all requirements of local, state, and national codes, laws, ordinances, and utility company requirements and other regulations having jurisdiction over this installation.
- B. If there is a discrepancy between the codes and regulations having jurisdiction over this installation and these specifications, the codes and regulations shall determine the method of the Work.
- C. If the Contractor notes, at the time of bidding, any parts of the drawings and specifications that are not in accord with the applicable codes or regulations, Contractor shall inform the Architect in writing, requesting a clarification. If there is insufficient time to allow this procedure, Contractor shall submit, with proposal, a separate price required to make the system shown on the drawings comply with the codes and regulations.
- D. All changes to the system made after the letting of the contract in order to comply with the applicable codes or requirements of the Inspector, shall be made by Contractor without cost to the Owner.

1.16 PROGRESS SCHEDULE

- A. Immediately after being awarded the contract, the Contractor shall prepare an estimated Progress Schedule and submit same for the Architect's approval. It shall indicate the dates for the starting and completion of the various stages of construction.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 75 00
STARTING AND ADJUSTING

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

- A. Test and balance hydronic heating water system associated with new boilers.

1.2 STARTING SYSTEMS

- A. Coordinate schedule for startup of various equipment and systems suppliers.
- B. Notify Architect, Owner, and Equipment/Systems Representative, seven (7) days prior to startup of each item or system.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or for other conditions that may cause damage.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute startup under supervision of applicable manufacturer's representative in accordance with manufacturer's instructions.
- G. When specified in Divisions 21, 22, or 23 or Division 26, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to startup, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

1.3 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel prior to date of Substantial Completion.
- B. Contractor and System Representative to demonstrate project equipment operations and provide instructions by a qualified manufacturer's representative who is knowledgeable about the product and/or system. Instructions to be of adequate length for Owner to understand and be able to operate and maintain the product and/or systems.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season shall be given at the start of the season.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

- E. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time with Owner.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. Specify the amount of time required for instruction on each item of equipment and system that is specified in Division 23.

1.4 TESTING, ADJUSTING, AND BALANCING

- A. The Contractor will perform services specified in Division 23.
- B. Reports will be submitted by the testing and balancing firm to the Architect indicating observations and results of the tests and indicating compliance or non-compliance with the requirements of the Contract Documents. Non-compliance items will be corrected by the Contractor immediately and the testing and balancing shall be performed again to verify that the corrective action was taken.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01 77 00
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review, normally referred to as "final punch list."
- B. Provide submittals to Architect that are called for in other specification sections.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and remaining sum due.

1.2 FINAL CLEANING

- A. The Contractor and each Subcontractor shall perform thorough cleaning, sweeping, washing of area in which they worked and return the project area back to the owner. The contractor shall remove equipment and packaging provided to them so that the area is turned over in a finished condition to the satisfaction of the Architect.
- B. Upon completion of the work, the Contractor and each Subcontractor shall remove and dispose of all equipment, unused materials, waste, and construction facilities provided for the Contractor's work.
- C. If Contractor does not remove rubbish or clean building as specified above, Owner reserves the right to have work done by others at Contractor's expense. If Subcontractors fail to perform their cleaning, the Contractor shall perform such work at the offending Subcontractor's expense.

1.3 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain one set of drawings with changes marked on record documents on site; record actual revisions to the work and turn over the following to the Architect:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.

- E. Specifications: Legibly mark and record at each Product Section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.

- F. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish main floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.

- G. Submit documents to Architect with claim for final Application for Payment.

1.5 OPERATION AND MAINTENANCE INSTRUCTIONS

- A. Submit three properly indexed and bound copies, in 'D' Ring style notebooks, of the Operations and Maintenance Instructions to the Architect. Make all corrections or additions required.

- B. Operation and Maintenance Instructions shall include:
 - 1. Notebooks shall be heavy duty locking three ring binders and incorporate clear vinyl sheet sleeves on the front cover and spine for slip-in labeling. "Peel and stick" labels are **not** acceptable. Sheet lifters shall be supplied at the front of each notebook. Provide "Wilson-Jones" or equal, color black. Size notebooks a minimum of 1/2" thicker than material for future inserts. Label the spine and front cover of each notebook. If more than one notebook is required, label in consecutive order. For example; 1 of 2, 2 of 2. No other forms of binding will be acceptable.

 - 2. Prepare binder covers (front and spine) with printed title "Operation and Maintenance Instructions", title of project and subject matter of binder when multiple binders are required.

 - 3. Title page with project title, Architect, Contractor and Subcontractors, with addresses, telephone numbers, and contacts.

 - 4. Table of Contents describing all index tabs.

 - 5. Listing of all Subcontractors and major equipment suppliers with addresses, telephone numbers, and contacts.

 - 6. Index tabs dividing information by specification section, major equipment, or systems. All tab titling shall be clearly printed under reinforced plastic tabs.

 - 7. Copies of warranties.

 - 8. Copies of all final approved shop drawings and submittals.

9. Copies of all factory inspections and/or equipment start-up reports.

1.6 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- C. Provide table of contents and assemble in three-ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 15 days after acceptance, listing date of acceptance as start of warranty period.

1.7 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
- B. Deliver to project site; obtain receipt prior to final payment.

1.8 RECORD DRAWINGS

- A. At completion of work and prior to final payment, the Contractor and each Subcontractor shall provide the Architect with a complete, accurate, clean, and legible set of record drawings that indicate exact location of all material items recorded on a day to day basis during the construction period.

1.9 GUARANTEES AND WARRANTIES

- A. The Contractor shall deliver all guarantees and warranties to the Owner prior to final completion.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 23 05 00
BASIC HVAC REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements applicable to all Division 23 Sections. Also refer to Division 1 - General Requirements.
- B. All materials and installation methods shall conform to the applicable standards, guidelines and codes referenced herein and within each specification section.

1.2 QUALITY ASSURANCE

- A. Contractor's Responsibility Prior to Submitting Pricing Data:
 - 1. The Contractor is responsible for constructing complete and operating systems. The Contractor acknowledges and understands that the Contract Documents are a two-dimensional representation of a three-dimensional object, subject to human interpretation. This representation may include imperfect data, interpreted codes, utility guidelines, three-dimensional conflicts, and required field coordination items. Such deficiencies can be corrected when identified prior to ordering material and starting installation. The Contractor agrees to carefully study and compare the individual Contract Documents and report at once in writing to the Design Team any deficiencies the Contractor may discover. The Contractor further agrees to require each subcontractor to likewise study the documents and report at once any deficiencies discovered.
 - 2. The Contractor shall resolve all reported deficiencies with the Engineer prior to awarding any subcontracts, ordering material, or starting any work with the Contractor's own employees. Any work performed prior to receipt of instructions from the Design Team will be done at the Contractor's risk.
- B. Qualifications:
 - 1. Only products of reputable manufacturers are acceptable.
 - 2. All Contractors and subcontractors shall employ only workers skilled in their trades.
- C. Compliance with Codes, Laws, Ordinances:
 - 1. Conform to all requirements of the City Batavia Codes, Laws, Ordinances and other regulations having jurisdiction.
 - 2. Conform to all State Codes.
 - 3. If there is a discrepancy between the codes and regulations and these specifications, the Engineer shall determine the method or equipment used.
 - 4. If the Contractor notes, at the time of bidding, any parts of the drawings or specifications that do not comply with the codes or regulations, he shall inform the Engineer in writing, requesting a clarification. If there is insufficient time for this procedure, he shall submit with his proposal a separate price to make the system comply with the codes and regulations.

5. All changes to the system made after letting of the contract, to comply with codes or requirements of Inspectors, shall be made by the Contractor without cost to the Owner.
6. If there is a discrepancy between manufacturer's recommendations and these specifications, the manufacturer's recommendations shall govern.

D. Permits, Fees, Taxes, Inspections:

1. Procure all applicable permits and licenses.
2. Abide by all laws, regulations, ordinances, and other rules of the State or Political Subdivision where the work is done, or as required by any duly constituted public authority.
3. Pay all charges for permits or licenses.
4. Pay all fees and taxes imposed by the State, Municipal and/or other regulatory bodies.
5. Pay all charges arising out of required inspections by an authorized body.
6. Pay all charges arising out of required contract document reviews associated with the project and as initiated by the Owner or authorized agency/consultant.
7. Where applicable, all fixtures, equipment and materials shall be approved or listed by Underwriter's Laboratories, Inc.

E. Examination of Drawings:

1. The drawings for the mechanical work are completely diagrammatic, intended to convey the scope of the work and to indicate the general arrangements and locations of equipment, outlets, etc., and the approximate sizes of equipment.
2. Contractor shall determine the exact locations of equipment and rough-ins, and the exact routing of pipes and ducts to best fit the layout of the job.
3. Scaling of the drawings is not sufficient or accurate for determining these locations.
4. Where job conditions require reasonable changes in indicated arrangements and locations, such changes shall be made by the Contractor at no additional cost to the Owner.
5. Because of the scale of the drawings, certain basic items, such as fittings, boxes, valves, unions, etc., may not be shown, but where required by other sections of the specifications or required for proper installation of the work, such items shall be furnished and installed.
6. If an item is either on the drawings or in the specifications, it shall be included in this contract.
7. Determination of quantities of material and equipment required shall be made by the Contractor from the documents. Where discrepancies arise between drawings, schedules and/or specifications, the greater number shall govern.

8. Where used in mechanical documents, the word "furnish" shall mean supply for use, the word "install" shall mean connect complete and ready for operation, and the word "provide" shall mean to supply for use and connect complete and ready for operation.
 - a. Any item listed as furnished shall also be installed, unless otherwise noted.
 - b. Any item listed as installed shall also be furnished, unless otherwise noted.

F. Field Measurements:

1. Verify all pertinent dimensions at the job site before ordering any materials or fabricating any supports, pipes or ducts.

G. Electronic Media/Files:

1. Construction drawings for this project have been prepared utilizing Revit.
2. Contractors and Subcontractors may request electronic media files of the contract drawings and/or copies of the specifications. Specifications will be provided in PDF format.
3. Upon request for electronic media, the Contractor shall complete and return a signed "Electronic File Transmittal" form provided by IMEG.
4. If the information requested includes floor plans prepared by others, the Contractor will be responsible for obtaining approval from the appropriate Design Professional for use of that part of the document.
5. The electronic contract documents can be used for preparation of shop drawings and as-built drawings only. The information may not be used in whole or in part for any other project.
6. The drawings prepared by IMEG for bidding purposes may not be used directly for ductwork layout drawings or coordination drawings.
7. The use of these CAD documents by the Contractor does not relieve them from their responsibility for coordination of work with other trades and verification of space available for the installation.
8. The information is provided to expedite the project and assist the Contractor with no guarantee by IMEG as to the accuracy or correctness of the information provided. IMEG accepts no responsibility or liability for the Contractor's use of these documents.

1.3 SUBMITTALS

- A. Submittals shall be required for the following items, and for additional items where required elsewhere in the specifications or on the drawings.

1. Submittals list:

Referenced Specification Section	Submittal Item
23 52 16	Condensing Boilers
23 82 00	Terminal Heat Transfer Equipment

- B. General Submittal Procedures: In addition to the provisions of Division 1, the following are required:

1. Transmittal: Each transmittal shall include the following:

- a. Date
- b. Project title and number
- c. Contractor's name and address
- d. Division of work (e.g., plumbing, heating, ventilating, etc.)
- e. Description of items submitted and relevant specification number
- f. Notations of deviations from the contract documents
- g. Other pertinent data

2. Submittal Cover Sheet: Each submittal shall include a cover sheet containing:

- a. Date
- b. Project title and number
- c. Engineer
- d. Contractor and subcontractors' names and addresses
- e. Supplier and manufacturer's names and addresses
- f. Division of work (e.g., plumbing, heating, ventilating, etc.)
- g. Description of item submitted (using project nomenclature) and relevant specification number
- h. Notations of deviations from the contract documents
- i. Other pertinent data
- j. Provide space for Contractor's review stamps

3. Composition:

- a. Submittals shall be submitted using specification sections and the project nomenclature for each item.
- b. Individual submittal packages shall be prepared for items in each specification section. All items within a single specification section shall be packaged together where possible. An individual submittal may contain items from multiple specifications sections if the items are intimately linked (e.g., pumps and motors).
- c. All sets shall contain an index of the items enclosed with a general topic description on the cover.

4. Content: Submittals shall include all fabrication, erection, layout, and setting drawings; manufacturers' standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; electrical power criteria (e.g., voltage, phase, amps, horsepower, kW, etc.) wiring and control diagrams; Short Circuit Current Rating (SCCR); dimensions; shipping and operating weights; shipping splits; service clearances; and all other drawings and descriptive data of materials of construction as may be required to show that the materials, equipment or systems and the location thereof conform to the requirements of the contract documents.
5. Contractor's Approval Stamp:
 - a. The Contractor shall thoroughly review and approve all shop drawings before submitting them to the Engineer. The Contractor shall stamp, date and sign each submittal certifying it has been reviewed.
 - b. Unstamped submittals will be rejected.
 - c. The Contractor's review shall include, but not be limited to, verification of the following:
 - 1) Only approved manufacturers are used.
 - 2) Addenda items have been incorporated.
 - 3) Catalog numbers and options match those specified.
 - 4) Performance data matches that specified.
 - 5) Electrical characteristics and loads match those specified.
 - 6) Equipment connection locations, sizes, capacities, etc. have been coordinated with other affected trades.
 - 7) Dimensions and service clearances are suitable for the intended location.
 - 8) Equipment dimensions are coordinated with support steel, housekeeping pads, openings, etc.
 - 9) Constructability issues are resolved (e.g., weights and dimensions are suitable for getting the item into the building and into place, sinks fit into countertops, etc.).
 - d. The Contractor shall review, stamp and approve all subcontractors' submittals as described above.
 - e. **The Contractor's approval stamp is required on all submittals. Approval will indicate the Contractor's review of all material and a complete understanding of exactly what is to be furnished. Contractor shall clearly mark all deviations from the contract documents on all submittals. If deviations are not marked by the Contractor, then the item shall be required to meet all drawing and specification requirements.**
6. Submittal Identification and Markings:
 - a. The Contractor shall clearly mark each item with the same nomenclature applied on the drawings or in the specifications.
 - b. The Contractor shall clearly indicate the size, finish, material, etc.

- c. Where more than one model is shown on a manufacturer's sheet, the Contractor shall clearly indicate exactly which item and which data is intended.
 - d. All marks and identifications on the submittals shall be unambiguous.
 - 7. Schedule submittals to expedite the project. Coordinate submission of related items.
 - 8. Identify variations from the contract documents and product or system limitations that may be detrimental to the successful performance of the completed work.
 - 9. Reproduction of contract documents alone is not acceptable for submittals.
 - 10. Incomplete submittals will be rejected without review. Partial submittals will only be reviewed with prior approval from the Engineer.
 - 11. Submittals not required by the contract documents may be returned without review.
 - 12. The Engineer's responsibility shall be to review one set of shop drawing submittals for each product. If the first submittal is incomplete or does not comply with the drawings and/or specifications, the Contractor shall be responsible to bear the cost for the Engineer to recheck and handle the additional shop drawing submittals.
 - 13. Submittals shall be reviewed and approved by the Engineer **before** releasing any equipment for manufacture or shipment.
 - 14. Contractor's responsibility for errors, omissions or deviation from the contract documents in submittals is not relieved by the Engineer's approval.
- C. Electronic Submittal Procedures:
- 1. Distribution: Email submittals as attachments to all parties designated by the Engineer, unless a web-based submittal program is used.
 - 2. Transmittals: Each submittal shall include an individual electronic letter of transmittal.
 - 3. Format: Electronic submittals shall be in PDF format only. Scanned copies, in PDF format, of paper originals are acceptable. Submittals that are not legible will be rejected. Do not set any permission restrictions on files; protected, locked, or secured documents will be rejected.
 - 4. File Names: Electronic submittal file names shall include the relevant specification section number followed by a description of the item submitted, as follows. Where possible, include the transmittal as the first page of the PDF instead of using multiple electronic files.
 - a. Submittal file name: 23 XX XX.description.YYYYMMDD
 - b. Transmittal file name: 23 XX XX.description.YYYYMMDD
 - 5. File Size: Electronic file size shall be limited to a maximum of 4MB. Larger files shall be transmitted via a pre-approved method.

1.4 SCHEDULE OF VALUES

- A. The requirements herein are in addition to the provisions of Division 1.
- B. Format:
 - 1. Use AIA Document Continuation Sheets G703 or another similar form approved by the Owner and Engineer.
 - 2. Submit in Excel format.
 - 3. Support values given with substantiating data.
- C. Preparation:
 - 1. Itemize work required by each specification section and list all providers. All work provided by subcontractors and major suppliers shall be listed on the Schedule of Values. List each subcontractor and supplier by company name.
 - 2. Break down all costs into:
 - a. Material: Delivered cost of product with taxes paid.
 - b. Labor: Labor cost, excluding overhead and profit.
- D. Update Schedule of Values when:
 - 1. Indicated by Engineer.
 - 2. Change of subcontractor or supplier occurs.
 - 3. Change of product or equipment occurs.

1.5 CHANGE ORDERS

- A. A detailed material and labor takeoff shall be prepared for each change order, along with labor rates and markup percentages. Change orders with inadequate breakdown will be rejected.
- B. Change order work shall not proceed until authorized.

1.6 EQUIPMENT SUPPLIERS' INSPECTION

- A. The following equipment shall not be placed in operation until a competent installation and service representative of the manufacturer has inspected the installation and certified that the equipment is properly installed, adjusted and lubricated; that preliminary operating instructions have been given; and that the equipment is ready for operation:
 - 1. Boilers, Burners and Boiler Trim
- B. Contractor shall arrange for and obtain supplier's on-site inspection(s) at proper time(s) to assure each phase of equipment installation and/or connection is in accordance with the manufacturer's instructions.
- C. Submit copies of start-up reports to the Engineer and include copies of Owner's Operation and Maintenance Manuals.

1.7 PRODUCT DELIVERY, STORAGE, HANDLING & MAINTENANCE

- A. Exercise care in transporting and handling to avoid damage to materials. Store materials on the site to prevent damage. Keep materials clean, dry and free from harmful conditions.

Immediately remove any materials that become wet or that are suspected of becoming contaminated with mold or other organisms.

- B. Keep all bearings properly lubricated and all belts properly tensioned and aligned.
- C. Coordinate the installation of heavy and large equipment with the General Contractor and/or Owner. If the Mechanical Contractor does not have prior documented experience in rigging and lifting similar equipment, he/she shall contract with a qualified lifting and rigging service that has similar documented experience. Follow all equipment lifting and support guidelines for handling and moving.
- D. Contractor is responsible for moving equipment into the building and/or site. Contractor shall review site prior to bid for path locations and any required building modifications to allow movement of equipment. Contractor shall coordinate his/her work with other trades.

1.8 WARRANTY

- A. Provide one-year warranty, unless otherwise noted, to the Owner for all fixtures, equipment, materials, and workmanship.
- B. The warranty period for all work in this Division of the specifications shall commence on the date of final acceptance, unless a whole or partial system or any separate piece of equipment or component is put into use for the benefit of any party other than the installing contractor with prior written authorization. In this instance, the warranty period shall commence on the date when such whole system, partial system or separate piece of equipment or component is placed in operation and accepted in writing by the Owner.
- C. Warranty requirements shall extend to correction, without cost to the Owner, of all Work found to be defective or nonconforming to the contract documents. The Contractor shall bear the cost of correcting all damage resulting from defects or nonconformance with contract documents.

1.9 INSURANCE

- A. Contractor shall maintain insurance coverage as set forth in Division 0 of these specifications.

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 - EXECUTION

3.1 JOBSITE SAFETY

- A. Neither the professional activities of the Engineer, nor the presence of the Engineer or his or her employee and subconsultants at a construction site, shall relieve the Contractor and other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contractor is solely

responsible for jobsite safety. The /Engineer and the Engineer's consultants shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy.

3.2 ENGINEER OBSERVATION OF WORK

- A. The Engineer will have the opportunity to review the installation and provide a written report noting deficiencies requiring correction. The Contractor's schedule shall account for these reviews and show them as line items in the approved schedule.

3.3 PROJECT CLOSEOUT

- A. The following paragraphs supplement the requirements of Division 1.

- B. Final Jobsite Observation:

1. In order to prevent the Final Jobsite Observation from occurring too early, the Contractor is required to review the completion status of the project and certify that the job is ready for the final jobsite observation.
2. Attached to the end of this section is a typical list of items that represent the degree of job completeness expected prior to requesting a review.
3. Upon Contractor certification that the project is complete and ready for a final observation, the Contractor shall sign the attached certification and return it to the Engineer so that the final observation can be scheduled.
4. It is understood that if the Engineer finds the job not ready for the final observation and that additional trips and observations are required to bring the project to completion, the costs incurred by the Engineer's additional time and expenses will be deducted from the Contractor's contract retainage prior to final payment at the completion of the job.

- C. Before final payment is authorized, this Contractor must submit the following:

1. Operation and maintenance manuals with copies of approved shop drawings.
2. Record documents including marked-up or reproducible drawings and specifications.
3. A report documenting the instructions given to the Owner's representatives complete with the number of hours spent in the instruction. The report shall bear the signature of an authorized agent of This Contractor and shall be signed by the Owner's representatives.
4. Inspection by State Boiler Inspector.
5. Start-up reports on all equipment requiring a factory installation inspection or start-up.
6. Provide spare parts, maintenance, and extra materials in quantities specified in individual specification sections. Deliver to project site and place in location as directed; receipt by Engineer required prior to final payment approval.

3.4 OPERATION AND MAINTENANCE MANUALS

A. General:

1. Provide an electronic copy of the O&M manuals as described below for Engineer's review and approval. The electronic copy shall be corrected as required to address the Engineer's comments. Once corrected, electronic copies and paper copies shall be distributed as directed by the Engineer.
2. Approved O&M manuals shall be completed and in the Owner's possession prior to Owner's acceptance and at least 10 days prior to instruction of operating personnel.

B. Electronic Submittal Procedures:

1. Distribution: Email the O&M manual as attachments to all parties designated by the /Engineer.
2. Transmittals: Each submittal shall include an individual electronic letter of transmittal.
3. Format: Electronic submittals shall be in PDF format only. Scanned copies, in PDF format, of paper originals are acceptable. Submittals that are not legible will be rejected. Do not set any permission restrictions on files; protected, locked, or secured documents will be rejected.
4. File Names: Electronic submittal file names shall include the relevant specification section number followed by a description of the item submitted, as follows. Where possible, include the transmittal as the first page of the PDF instead of using multiple electronic files.
 - a. O&M file name: O&M.div23.contractor.YYYYMMDD
 - b. Transmittal file name: O&Mtransmittal.div23.contractor.YYYYMMDD
5. File Size: Electronic file size shall be limited to a maximum of 4MB. Larger files shall be divided into files that are clearly labeled as "1 of 2", "2 of 2", etc.
6. Provide the Owner with an approved copy of the O&M manual on compact discs (CD), digital video discs (DVD), or flash drives with a permanently affixed label, printed with the title "Operation and Maintenance Instructions", title of the project and subject matter of disc/flash drive when multiple disc/flash drives are required.
7. All text shall be searchable.
8. Bookmarks shall be used, dividing information first by specification section, then systems, major equipment and finally individual items. All bookmark titles shall include the nomenclature used in the construction documents and shall be an active link to the first page of the section being referenced.

C. Operation and Maintenance Instructions shall include:

1. Title Page: Include title page with project title, Engineer, Contractor, all subcontractors, and major equipment suppliers, with addresses, telephone numbers, website addresses, email addresses and point of contacts. Website URLs and email addresses shall be active links in the electronic submittal.

2. Table of Contents: Include a table of contents describing specification section, systems, major equipment, and individual items.
3. Copies of all final approved shop drawings and submittals. Include Engineer's shop drawing review comments. Insert the individual shop drawing directly after the Operation and Maintenance information for the item(s) in the review form.
4. Copy of final approved test and balance reports.
5. Copies of all factory inspections and/or equipment startup reports.
6. Copies of warranties.
7. Schematic electrical power/controls wiring diagrams of the equipment that have been updated for field conditions. Field wiring shall have label numbers to match drawings.
8. Dimensional drawings of equipment.
9. Capacities and utility consumption of equipment.
10. Detailed parts lists with lists of suppliers.
11. Operating procedures for each system.
12. Maintenance schedule and procedures. Include a chart listing maintenance requirements and frequency.
13. Repair procedures for major components.
14. Instruction books, cards, and manuals furnished with the equipment.

3.5 INSTRUCTING THE OWNER'S REPRESENTATIVES

- A. Adequately instruct the Owner's designated representatives in the maintenance, care, and operation of all systems installed under this contract.
- B. Provide verbal and written instructions to the Owner's representatives by FACTORY PERSONNEL in the care, maintenance, and operation of the equipment and systems.
- C. The Owner has the option to make a video recording of all instructions. Coordinate schedule of instructions to facilitate this recording.
- D. The instructions shall include:
 1. Temperature control system operation including calibration, adjustment and proper operating conditions of all sensors.
 2. Maintenance of equipment.
 3. Start-up procedures for all major equipment.
 4. Explanation of seasonal system changes.
 5. Description of emergency system operation.
- E. The Engineer shall be notified of the time and place instructions will be given to the Owner's representatives so he or his representative can attend if desired.

- F. Minimum hours of instruction for each item shall be:
 - 1. Boiler & Heating water system - 4 hours.
- G. Operating Instructions:
 - 1. Contractor is responsible for all instructions to the Owner's representatives for the mechanical and control systems.
 - 2. If the Contractor does not have staff that can adequately provide the required instructions he shall include in his bid an adequate amount to reimburse the Owner for the Engineer to perform these services.

3.6 SYSTEM STARTING AND ADJUSTING

- A. The mechanical systems shall be complete and operating. System startup, testing, adjusting, and balancing to obtain satisfactory system performance is the responsibility of the Contractor. This includes calibration and adjustments of all controls, noise level adjustments and final comfort adjustments as required.
- B. Complete all manufacturer-recommended startup procedures and checklists to verify proper motor rotation, electrical power voltage is within equipment limitations, equipment controls maintain pressures and temperatures within acceptable ranges, all filters and protective guards are in-place, acceptable access is provided for maintenance and servicing, and equipment operation does not pose a danger to personnel or property.
- C. Contractor shall adjust the mechanical systems and controls at season changes during the one year warranty period, as required, to provide satisfactory operation and to prove performance of all systems in all seasons.
- D. All operating conditions and control sequences shall be tested during the start-up period. Test all interlocks, safety shutdowns, controls, and alarms.
- E. The Contractor, subcontractors, and equipment suppliers shall have skilled technicians to ensure that all systems perform properly. If the Engineer is requested to visit the job site for trouble shooting, assisting in start-up, obtaining satisfactory equipment operation, resolving installation and/or workmanship problems, equipment substitution issues or unsatisfactory system performance, including call backs during the warranty period, through no fault of the design; the Contractor shall reimburse the Owner on a time and materials basis for services rendered at the Engineer's standard hourly rates in effect when the services are requested. The Contractor shall pay the Owner for services required that are product, installation or workmanship related. Payment is due within 30 days after services are rendered.

3.7 RECORD DOCUMENTS

- A. The following paragraph supplements Division 1 requirements:

Contractor shall maintain at the job site a separate and complete set of mechanical drawings and specifications on which he shall clearly and permanently mark in complete detail all changes made to the mechanical systems.
- B. Mark drawings to indicate revisions to piping and ductwork, size and location, both exterior and interior; including locations of coils, dampers, other control devices, filters, and other units requiring periodic maintenance or repair; actual equipment locations, dimensioned from column lines; actual inverts and locations of underground piping; concealed

equipment, dimensioned from column lines; mains and branches of piping systems, with valves and control devices located and numbered, concealed unions located, and with items requiring maintenance located (e.g., traps, strainers, expansion compensators, tanks, etc.); Change Orders; concealed control system devices.

- C. Refer to Section 23 09 00 for additional requirements for Temperature Control documents.

3.8 ADJUST AND CLEAN

- A. Thoroughly clean all equipment and systems prior to the Owner's final acceptance of the project. Clean all foreign paint, grease, oil, dirt, labels, stickers, and other foreign material from all equipment.
- B. Clean all drain pans and areas where moisture is present. Immediately report any mold, biological growth, or water damage.
- C. Remove all rubbish, debris, etc., accumulated during construction from the premises.

3.9 SPECIAL REQUIREMENTS

- A. Contractor shall coordinate the installation of all equipment, valves, dampers, operators, etc., with other trades to maintain clear access area for servicing.
- B. All equipment shall be installed in such a way to maximize access to parts needing service or maintenance. Review the final field location, placement, and orientation of equipment with the Owner's designated representative prior to setting equipment.
- C. Installation of equipment or devices without regard to coordination of access requirements and confirmation with the Owner's designated representative will result in removal and reinstallation of the equipment at the Contractor's expense.

END OF SECTION

READINESS CERTIFICATION PRIOR TO FINAL JOBSITE OBSERVATION

To prevent the final job observation from occurring too early, we require that the Contractor review the completion status of the project and, by copy of this document, certify that the job is indeed ready for the final job observation. The following is a typical list of items that represent the degree of job completeness expected prior to your requesting a final job observation.

1. All boilers operating and balanced.
2. All temperature control systems operating, programmed and calibrated.
3. Pipe insulation complete, pipes labeled and valves tagged.

Accepted by:

Prime Contractor _____

By _____ Date _____

Upon Contractor certification that the project is complete and ready for a final job observation, we require the Contractor to sign this agreement and return it to the Engineer so that the final observation can be scheduled.

It is understood that if the Engineer finds the job not ready for the final observation and that additional trips and observations are required to bring the project to completion, the costs incurred by the Engineers for additional time and expenses will be deducted from the Contractor's contract retainage prior to final payment at the completion of the job.

* * * * *

SECTION 23 05 05
HVAC DEMOLITION FOR REMODELING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Mechanical demolition.
- B. Cutting and Patching.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. Materials and equipment shall be as specified in individual Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. THE DRAWINGS ARE INTENDED TO INDICATE THE GENERAL SCOPE OF WORK AND DO NOT SHOW EVERY PIPE, DUCT, OR PIECE OF EQUIPMENT THAT MUST BE REMOVED. THE CONTRACTOR SHALL VISIT THE SITE AND VERIFY CONDITIONS PRIOR TO SUBMITTING A BID.
- B. Verify that abandoned utilities serve only abandoned equipment or facilities. Extend services to facilities or equipment that shall remain in operation following demolition.
- C. Coordinate work with all other Contractors and the Owner. Schedule removal of equipment to avoid conflicts.
- D. This Contractor shall verify all existing equipment sizes and capacities where equipment is scheduled to be replaced or modified, prior to ordering new equipment.
- E. Bid submittal shall mean the Contractor has visited the project site and verified existing conditions and scope of work.

3.2 PREPARATION

- A. Disconnect mechanical systems in walls, floors, and ceilings scheduled for removal.
- B. Provide temporary connections to maintain existing systems in service during construction. When work must be performed on operating equipment, use personnel experienced in such operations.
- C. Existing Heating System: Maintain existing system in service until new system is complete and ready for service. Drain system only to make switchovers and connections. Obtain permission from the Owner at least 48 hours before partially or completely draining system. Minimize outage duration.

3.3 DEMOLITION AND EXTENSION OF EXISTING MECHANICAL WORK

- A. Demolish and extend existing mechanical work under provisions of Division 2 and this Section.
- B. Remove, relocate, and extend existing installations to accommodate new construction.
- C. Remove abandoned ducts and piping to source of supply and/or main lines.
- D. Remove exposed abandoned pipes and ducts, including abandoned pipes and ducts above accessible ceilings. Cut ducts flush with walls and floors, cap duct that remains, and patch surfaces. Cut pipes above ceilings, below floors and behind walls. Cap remaining lines. Repair building construction to match original. Remove all clamps, hangers, supports, etc. associated with pipe and duct removal.
- E. Disconnect and remove mechanical devices and equipment serving equipment that has been removed.
- F. Repair adjacent construction and finishes damaged during demolition and extension work.
- G. Maintain access to existing mechanical installations which remain. Modify installation or provide access panels as appropriate.
- H. Extend existing installations using materials and methods compatible with existing installations, or as specified.

3.4 CUTTING AND PATCHING

- A. This Contractor is responsible for all penetrations of existing construction required to complete the work of this project. Refer to Section 23 05 29 for additional requirements.
- B. Penetrations in existing construction should be reviewed carefully prior to proceeding with any work.
- C. Penetrations shall be neat and clean with smooth and/or finished edges. Core drill where possible for clean opening.
- D. Repair existing construction as required after penetration is complete to restore to original condition. Use similar materials and match adjacent construction unless otherwise noted or agreed to by the Architect/Engineer prior to start of work.

3.5 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment which remain or are to be reused.
- B. Clean all systems adjacent to project which are affected by the dust and debris caused by this construction.

- C. MECHANICAL ITEMS REMOVED AND NOT RELOCATED REMAIN THE PROPERTY OF THE OWNER. CONTRACTOR SHALL PLACE ITEMS RETAINED BY THE OWNER IN A LOCATION COORDINATED WITH THE OWNER. THE CONTRACTOR SHALL DISPOSE OF MATERIAL THE OWNER DOES NOT WANT TO REUSE OR RETAIN FOR MAINTENANCE PURPOSES.

END OF SECTION

SECTION 23 05 29
HVAC SUPPORTS AND ANCHORS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Hangers, Supports, and Associated Anchors.
- B. Equipment Bases and Supports.
- C. Sleeves and Seals.
- D. Flashing and Sealing of Equipment and Pipe Stacks.
- E. Cutting of Openings.
- F. Escutcheon Plates and Trim.

1.2 REFERENCES

- A. ANSI/ASME B31.1 - Power Piping.
- B. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation.
- C. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
- D. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.

1.3 WORK FURNISHED BUT INSTALLED UNDER OTHER SECTIONS

- A. Furnish sleeves and hanger inserts to General Contractor for placement into formwork.

PART 2 - PRODUCTS

2.1 HANGER RODS

- A. Hanger rods for single rod hangers shall conform to the following:

Pipe Size	Hanger Rod Diameter	
	Column #1	Column #2
2" and smaller	3/8"	3/8"
2-1/2" through 3-5/8"	1/2"	1/2"
4" and 5"	5/8"	1/2"
6"	3/4"	5/8"

Column #1: Steel pipe.
Column #2: Copper pipe.

- B. Rods for double rod hangers may be reduced one size. Minimum rod diameter is 3/8 inches.
- C. Hanger rods and accessories used in mechanical spaces or otherwise dry areas shall have ASTM B633 electro-plated zinc finish.

2.2 PIPE AND STRUCTURAL SUPPORTS

- A. General:
 - 1. Pipe hangers, clamps, and supports shall conform to Manufacturers Standardization Society MSS SP-58, 69, 89, and 127 (where applicable).

2. On all insulated piping, provide at each support an insert of same thickness and contour as adjoining insulation, between the pipe and insulation jacket, to prevent insulation from sagging and crushing. Refer to insulation specifications for materials and additional information.

a. Insulation Couplings:

- 1) Insulation Coupling: Molded thermoplastic, -65°F to 275°F, sizes up to 4-1/8" OD, and receive insulation thickness up to 1". Suitable for use indoors or outdoors with UV stabilizers. Vertical insulation riser clamps shall have a 1,000lb vertical load rating. On cold pipes operating below 60°F, cover joint and coupling with vapor barrier mastic to ensure continuous vapor barrier.
- 2) Horizontal Strut Mounted Insulated Pipe:
 - a) Acceptable Manufacturers: Klo-Shure or equal.

B. Hangers and Clamps:

1. Oversize all hangers, clamps, and supports on insulated piping to allow insulation and jacket to pass through unbroken. This applies to both hot and cold pipes.
2. On all insulated piping, provide a semi-cylindrical metallic shield and vapor barrier jacket.
3. Ferrous hot piping 2-1/2 inches and larger shall have steel saddles tack welded to the pipe at each support with a depth not less than specified for the insulation. Factory fabricated inserts may be used.

Acceptable Products:

- Anvil - Fig. 160, 161, 162, 163, 164, 165
- Cooper/B-Line - Fig. 3160, 3161, 3162, 3163, 3164, 3165
- Erico - Model 630, 631, 632, 633, 634, 635
- Nibco/Tolco - Fig. 260-1, 261-1 1/2, 262-2, 263-2 1/2, 264-3, 265-4

4. As an alternative to separate pipe insulation insert and saddle, properly sized integral rigid insulation sections may be used.

Acceptable Products:

- Cooper/B-Line - Fig. B3380 through B3384
- Pipe Shields - A1000, A2000
- Erico - Model 124, 127

5. Unless otherwise indicated, hangers shall be as follows:

a. Clevis Type:

Service: Bare Metal Pipe
Insulated Hot Pipe - 3 inches & Smaller

Acceptable Products: Bare Steel
or Insulated Pipe

Anvil	Fig. 260
Cooper/B-Line	Fig. 3100
Erico	Model 400
Nibco/Tolco	Fig. 1

b. Roller Type:

Service: Insulated Hot Pipe - 4 inches and Larger

Acceptable Products: 4" through 6"

Anvil	Fig. 181, 271
Cooper/B-Line	Fig. 3110, 3117
Erico	Model 610
Nibco/Tolco	Fig. 324, 327

c. Adjustable Swivel Ring Type:

Service: Bare Metal Pipe - 4 inches and Smaller

Acceptable Products: Bare Steel Pipe

Anvil	Fig. 69
Cooper/B-Line	Fig. B3170NF
Erico	Model FCN
Nibco/Tolco	Fig. 200

6. Support may be fabricated from U-channel strut or similar shapes. Piping less than 4" in diameter shall be secured to strut with clamps of proper design and capacity as required to maintain spacing and alignment. Strut shall be independently supported from hanger drops or building structure. Size and support shall be per manufacturer's installation requirements for structural support of piping. Clamps shall not interrupt piping insulation.

a. Strut used in mechanical spaces or otherwise dry areas shall have ASTM B633 electro-plated zinc finish.

7. Unless otherwise indicated, pipe supports for use with struts shall be as follows:

a. Clamp Type:

Service: Bare Metal Pipe
Insulated Hot Pipe - 3 inches and smaller

- 1) Clamps in direct contact with copper pipe shall include plastic pipe insert similar to Unistrut Cush-A-Clamp, Hydra-Zorb, Erico Cushion Clamp or Cooper Vibra-Clamp.
- 2) Pipes subject to expansion and contraction shall have clamps oversized to allow limited pipe movement.

Acceptable Products:	Bare Steel, Insulated Pipe
Unistrut	Fig. P1100 or P2500
Cooper/B-Line	Fig. B2000 or B2400
Nibco/Tolco	Fig. A-14 or 2STR

- b. Roller Type:
Service: Insulated Hot Pipe - 4 inches and larger.

Acceptable Products:	4" through 6"
Unistrut	Fig. P2474
Cooper/B-Line	Fig. B218
Nibco/Tolco	Fig. ROL-12

C. Upper (Structural) Attachments:

1. Unless otherwise shown, upper attachments for hanger rods or support struts shall be as follows:

a. Steel Structure Clamps

- 1) Scissor Type Beam Clamps (For use with bar-joists and wide flange):

Acceptable Products:	
Anvil	Fig. 228, 292
Cooper/B-Line	Fig. B3054
Erico	Model 360
Nibco/Tolco	Fig. 329

b. Steel Structure Welding:

- 1) Unless otherwise noted, hangers, clips, and auxiliary support steel may be welded in lieu of bolting, clamping, or riveting to the building structural frame. Take adequate precautions during all welding operations for fire prevention and protecting walls and ceilings from smoke damage.

2.3 FOUNDATIONS, BASES, AND SUPPORTS

A. Basic Requirements:

- Furnish and install foundations, bases, and supports (not specifically indicated on the Drawings or in the Specifications of either the General Construction or Mechanical work as provided by another Contractor) for mechanical equipment.
- All concrete foundations, bases and supports, shall be reinforced. All steel bases and supports shall receive a prime coat of zinc chromate or red metal primer. After completion of work, give steel supports a final coat of gray enamel.

B. Supports:

- Provide sufficient clips, inserts, hangers, racks, rods, and auxiliary steel to securely support all suspended material, equipment and conduit without sag.

2.4 OPENINGS IN CEILINGS

- A. Exact locations of all openings for the installation of materials shall be determined by the Contractor and given to the General Contractor for installation or construction as the structure is built.
- B. Coordinate all openings with other Contractors.
- C. Hire the proper tradesman and furnish all labor, material and equipment to cut openings in or through existing structures, or openings in new structures that were not installed, or additional openings. Repair all spalling and damage to the satisfaction of the Engineer. Make saw cuts before breaking out concrete to ensure even and uniform opening edges.
- D. Said cutting shall be at the complete expense of each Contractor. Failure to coordinate openings with other Contractors shall not exempt the Contractor from providing openings at his expense.
- E. Do not cut structural members without written approval of the Engineer.

2.5 ROOF PENETRATIONS

- A. Seal pipes with surface temperature below 150°F penetrating single-ply roofs with conical stepped pipe flashings and stainless steel clamps equal to Portals Plus Pipe Boots. Material shall match roofing membrane.
- B. Break insulation only at the clamp for pipes between 60°F and 150°F. Seal outdoor insulation edges watertight.

2.6 PIPE PENETRATIONS

- A. Seal all pipe penetrations. Seal non-rated walls and floor penetrations with grout or caulk. Backing material may be used.

2.7 PIPE ANCHORS

- A. Provide all items needed to allow adequate expansion and contraction of all piping. All piping shall be supported, guided, aligned, and anchored as required.
- B. Repair all piping leaks and associated damage. Pipes shall not rub on any part of the building.

PART 3 - EXECUTION

3.1 HVAC SUPPORTS AND ANCHORS

- A. General Installation Requirements:
 - 1. Install all items per manufacturer's instructions.
 - 2. Coordinate the location and method of support of piping systems with all installations under other Divisions and Sections of the Specifications.
 - 3. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.

4. Supports shall extend directly to building structure. Do not support piping from duct hangers. Do not allow lighting or ceiling supports to be hung from piping supports.
- B. Supports Requirements:
1. Furnish, install and prime all auxiliary structural steel for support of piping systems that are not shown on the Drawings as being by others.
 2. Install hangers and supports complete with lock nuts, clamps, rods, bolts, couplings, swivels, inserts and required accessories.
 3. Hangers for horizontal piping shall have adequate means of vertical adjustment for alignment.
- C. Pipe Requirements:
1. Support all piping and equipment, including valves, strainers, traps and other specialties and accessories to avoid objectionable or excessive stress, deflection, swaying, sagging or vibration in the piping or building structure during erection, cleaning, testing and normal operation of the systems.
 2. Do not, however, restrain piping to cause it to snake or buckle between supports or to prevent proper movement due to expansion and contraction.
 3. Support piping at equipment and valves so they can be disconnected and removed without further supporting the piping.
 4. Piping shall not introduce strains or distortion to connected equipment.
 5. Parallel horizontal pipes may be supported on trapeze hangers made of structural shapes and hanger rods; otherwise, pipes shall be supported with individual hangers.
 6. Trapeze hangers may be used where ducts interfere with normal pipe hanging.
 7. Provide additional supports where pipe changes direction, adjacent to flanged valves and strainers, at equipment connections and heavy fittings.
 8. Provide at least one hanger adjacent to each joint in grooved end steel pipe with mechanical couplings.
- D. Provided the installation complies with all loading requirements of truss and joist manufacturers, the following practices are acceptable:
1. Loads of 100 lbs. or less may be attached anywhere along the top or bottom chords of trusses or joists with a minimum 3' spacing between loads.
 2. Loads greater than 100 lbs. must be hung concentrically and may be hung from top or bottom chord, provided one of the following conditions is met:
 - a. The hanger is attached within 6" from a web/chord joint.
 - b. Additional L2x2x1/4 web reinforcement is installed per manufacturer's requirements.

3. It is prohibited to cantilever a load using an angle or other structural component that is attached to a truss or joist in such a fashion that a torsional force is applied to that structural member.
 4. If conditions cannot be met, coordinate installation with truss or joist manufacturer and contact Engineer.
- E. After piping and insulation installation are complete, cut hanger rods back at trapeze supports so they do not extend more than 3/4" below bottom face of lowest fastener and blunt any sharp edges.
- F. Do not exceed 25 lbs. per hanger and a minimum spacing of 2'-0" on center when attaching to metal roof decking (limitation not required with concrete on metal deck). This 25 lbs. load and 2'-0" spacing include adjacent electrical items hanging from deck. If the hanger restrictions cannot be achieved, supplemental framing off steel framing will need to be added.
- G. Do not exceed the manufacturer's recommended maximum load for any hanger or support.
- H. Spacing of Hangers shall not exceed the compressive strength of the insulation inserts, and in no case shall exceed the following:

	<u>Pipe Material</u>	<u>Maximum Spacing</u>
1.	Steel and Fiberglass (Std. Weight or Heavier – Liquid Service):	
	1-1/4" & under	7'-0"
	1-1/2"	9'-0"
	2"	10'-0"
	2-1/2"	11'-0"
	3"	12'-0"
	4" & larger	12'-0"
2.	Steel (Std. Weight or Heavier – Vapor Service):	
	1-1/4" and under	9'-0"
	1-1/2"	12'-0"
	2" & larger	12'-0"
3.	Hard Drawn Copper & Brass (Liquid Service):	
	3/4" and under	5'-0"
	1"	6'-0"
	1-1/4"	7'-0"
	1-1/2"	8'-0"
	2"	8'-0"
4.	Installation of hangers shall conform to MSS SP-58, 69, and 89.	

END OF SECTION

SECTION 23 05 53
HVAC IDENTIFICATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Identification of products installed under Division 23.

1.2 REFERENCES

- A. ANSI/ASME A13.1 - Scheme for the Identification of Piping Systems.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. 3M, Bunting, Calpico, Craftmark, Emedco, Kolbi Industries, Seton, W.H. Brady, Marking Services.

2.2 MATERIALS

- A. All pipe markers shall conform to ANSI A13.1. Marker lengths and letter sizes shall be at least the following:

<u>OD of Pipe or insulation</u>	<u>Marker Length</u>	<u>Size of Letters</u>
Up to and including 1-1/4"	8"	1/2"
1-1/2" to 2"	8"	3/4"
2-1/2" to 6"	12"	1-1/4"

Plastic tags may be used for outside diameters under 3/4".

- B. Plastic Nameplates: Laminated three-layer phenolic with engraved black, 1/4" minimum letters on light contrasting background.
- C. Aluminum Nameplates: Black enamel background with natural aluminum border and engraved letters furnished with two mounting holes and screws.
- D. Plastic Tags: Minimum 1-1/2" square or round laminated three-layer phenolic with engraved, 1/4" minimum black letters on light contrasting background.
- E. Brass Tags: Brass background with engraved black letters. Tag size minimum 1-1/2" square or 1-1/2" round.
- F. Plastic Pipe Markers: Semi-rigid plastic, preformed to fit around pipe or pipe covering; indicating flow direction and fluid conveyed.
- G. Vinyl Pipe Markers: Colored vinyl with permanent pressure sensitive adhesive backing.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install all products per manufacturer's recommendations.
- B. Degrease and clean surfaces to receive adhesive for identification materials.
- C. Valves:
 - 1. All valves (except shutoff valves at equipment) shall have numbered tags.
 - 2. Provide or replace numbered tags on all existing valves that are connected to new systems or that have been revised.
 - 3. Provide all existing valves used to extend utilities to this project with numbered tags. Review tag numbering sequence with the Owner prior to ordering tags.
 - 4. Secure tags with heavy duty key chain and brass "S" link or with mechanically fastened plastic straps.
 - 5. Attach to handwheel or around valve stem. On lever operated valves, drill the lever to attach tags.
 - 6. Number all tags and show the service of the pipe.
 - 7. Add to existing valve directory listing all valves, with respective tag numbers, uses and locations.
- D. Pipe Markers:
 - 1. Adhesive Backed Markers: Use Brady Style 1, 2, or 3 on pipes 3" diameter and larger. Use Brady Style 4, 6, or 8 on pipes under 3" diameter. Similar styles by other listed manufacturers are acceptable. Secure all markers at both ends with a wrap of pressure sensitive tape completely around the pipe.
 - 2. Snap-on Markers: Use Seton "Setmark" on pipes up to 5-7/8" OD. Use Seton "Setmark" with nylon or Velcro ties for pipes 6" OD and over. Similar styles by other listed manufacturers are acceptable.
 - 3. Apply markers and arrows in the following locations where clearly visible:
 - a. At each valve.
 - b. At least every 20 feet along all pipes.
 - c. On each riser and each leg of each "T" joint.
 - d. At least once in every room.
- E. Equipment:
 - 1. All equipment not easily identifiable such as controls, relays, gauges, etc.; and all equipment in an area remote from its function such as air handling units, exhaust fans, filters, reheat coils, dampers, etc.; shall have nameplates or plastic tags listing name, function, and drawing symbol. Do not label exposed equipment in public areas.

2. Fasten nameplates or plastic tags with stainless steel self-tapping screws or permanently bonding cement.
3. Mechanical equipment that is not covered by the U.S. National Appliance Energy Conservation Act (NAECA) of 1987 shall carry a permanent label installed by the manufacturer stating that the equipment complies with the requirements of ASHRAE 90.1.

F. Miscellaneous:

1. Attach self-adhesive vinyl labels at all duct access doors used to reset fusible links or actuators on fire, fire/smoke, or smoke dampers. Lettering shall be a minimum of 1/2" high. Labels shall indicate damper type.
2. Provide engraved plastic tags at all hydronic or steam system make-up water meters.

3.2 SCHEDULE

- A. Pipes to be marked shall be labeled with the text as shown in the following table regardless of which method or material is used:

Pipe Service	Lettering Color	Background Color
HEATING WATER SUPPLY	Black	Yellow
HEATING WATER RETURN	Black	Yellow
NATURAL GAS	Black	Yellow

END OF SECTION

SECTION 23 05 93
TESTING, ADJUSTING, AND BALANCING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Testing, adjusting, and balancing of heating systems.
- B. Measurement of final operating condition of HVAC systems.

1.2 QUALITY ASSURANCE

- A. Agency shall be a company specializing in the adjusting and balancing of systems specified in this section with minimum three years' experience. Perform work under supervision of AABC Certified Test and Balance Engineer, NEBB Certified Testing, Balancing and Adjusting Supervisor, SMARTA Certified Air and Hydronic Balancer, or TABB Certified Supervisor.
- B. Work shall be performed in accordance with the requirements of the references listed at the start of this section.

1.3 REFERENCES

- A. AABC - National Standards for Total System Balance, 2002.
- B. ADC – Test Code for Grilles, Registers, and Diffusers.
- C. AMCA – Publication 203-90; Field Performance Measurement of Fan Systems.
- D. ASHRAE - 2003 HVAC Applications Handbook; Chapter 37, Testing, Adjusting and Balancing.
- E. ASHRAE/ANSI - Standard 111-1988; Practices for Measurement, Testing, Adjusting and Balancing of Building HVAC&R Systems.
- F. NEBB - Procedural Standards for Testing, Adjusting and Balancing of Environmental Systems, Sixth Edition, 1998.
- G. SMACNA - HVAC Systems; Testing, Adjusting and Balancing, Third Edition, 2002.
- H. TABB – International Standards for Environmental Systems Balance.

1.4 SUBMITTALS

- A. Submit copies of report forms, balancing procedures, and the name and qualifications of testing and balancing agency for approval within 30 days after award of Contract.
- B. Electronic Copies:
 - 1. Submit a certified copy of test reports to the Architect/Engineer for approval. Electronic copies shall be in PDF format only. Scanned copies, in PDF format, of paper originals are acceptable. Copies that are not legible will be returned to the Contractor for resubmittal. Do not set any permission restrictions on files; protected, locked, or secured documents will be rejected.
 - 2. Electronic file size shall be limited to a maximum of 10MB. Larger files shall be divided into files that are clearly labeled as "1 of 2", "2 of 2", etc.
 - 3. All text shall be searchable.
 - 4. Bookmarks shall be used. All bookmark titles shall be an active link to the index page and index tabs.

1.5 REPORT FORMS

- A. Submit reports on AABC, SMACNA or NEBB forms. Use custom forms approved by the Architect/Engineer when needed to supply specified information.
- B. Include in the final report a schematic drawing showing each system component, including balancing devices, for each system. Each drawing shall be included with the test reports required for that system. The schematic drawings shall identify all testing points and cross-reference these points to the report forms and procedures.
- C. Refer to PART 4 for required reports.

1.6 WARRANTY/GUARANTEE

- A. The TAB Contractor shall include an extended warranty of 90 days after owner receipt of a completed balancing report, during which time the Owner may request a recheck of terminals, or resetting of any outlet, coil, or device listed in the test report. This warranty shall provide a minimum of 24 manhours of onsite service time. If it is determined that the new test results are not within the design criteria, the balancer shall rebalance the system according to design criteria.
- B. Warranty/Guarantee must meet one of the following programs: TABB International Quality Assurance Program, AABC National Project Performance Guarantee, NEBB's Conformance Certification.

1.7 SCHEDULING

- A. Coordinate schedule with other trades. Provide a minimum of seven days' notice to all trades and the Architect/Engineer prior to performing each test.

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. All procedures must conform to a published standard listed in the References article of this section. All equipment shall be adjusted in accordance with the manufacturer's recommendations. Any system not listed in this specification but installed under the contract documents shall be balanced using a procedure from a published standard listed in the References article.
- B. The Balancing Contractor shall incorporate all pertinent documented construction changes (e.g. submittals/shop drawings, change orders, RFIs, ASIs, etc.) and include in the balancing report.
- C. Recorded data shall represent actual measured or observed conditions.
- D. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary to allow adequate performance of procedures. After testing and balancing is complete, close probe holes and patch insulation with new materials as specified. Restore vapor barrier and finish as specified.

- E. Permanently mark setting of valves, dampers, and other adjustment devices allowing for settings to be restored. Set and lock memory stops.
- F. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, plugging test holes, and restoring thermostats to specified settings.
- G. The Balancing Contractor shall measure terminal air box air flow, and the TCC shall adjust DDC readout to match. Refer to Section 23 09 00 for additional information.

3.2 EXAMINATION

- A. Before beginning work, verify that systems are complete and operable. Ensure the following:
 - 1. General Equipment Requirements:
 - a. Equipment is safe to operate and in normal condition.
 - b. Equipment with moving parts is properly lubricated.
 - c. Temperature control systems are complete and operable.
 - d. Proper thermal overload protection is in place for electrical equipment.
 - e. Direction of rotation of all fans and pumps is correct.
 - f. Access doors are closed and end caps are in place.
 - 2. Pipe System Requirements:
 - a. Coil fins have been cleaned and combed.
 - b. Hydronic systems have been cleaned, filled, and vented.
 - c. Strainer screens are clean and in place.
 - d. Shutoff, throttling and balancing valves are open.
- B. Report any defects or deficiencies to Architect/Engineer.
- C. Promptly report items that are abnormal or prevent proper balancing.
- D. If, for design reasons, system cannot be properly balanced, report as soon as observed.
- E. Beginning of work means acceptance of existing conditions.

3.3 PREPARATION

- A. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to the Architect/Engineer for spot checks during testing.
- B. Instruments shall be calibrated within six months of testing performed for project, or more recently if recommended by the instrument manufacturer.

3.4 INSTALLATION TOLERANCES

- A. $\pm 10\%$ of scheduled values:
 - 1. Adjust piping systems to $\pm 10\%$ of design values.

3.5 ADJUSTING

- A. After adjustment, take measurements to verify balance has not been disrupted or that disruption has been rectified.
- B. Once balancing of systems is complete, at least one damper or valve must be 100% open.
- C. After testing, adjusting and balancing are complete, operate each system and randomly check measurements to verify system is operating as reported in the report. Document any discrepancies.

3.6 SUBMISSION OF REPORTS

- A. Fill in test results on appropriate forms.

PART 4 - SYSTEMS TO BE TESTED, ADJUSTED AND BALANCED

4.1 GENERAL REQUIREMENTS

- A. Title Page:
 - 1. Project name.
 - 2. Project location.
 - 3. Project Architect.
 - 4. Project Engineer (IMEG Corp.).
 - 5. Project General Contractor.
 - 6. TAB Company name, address, phone number.
 - 7. TAB Supervisor's name and certification number.
 - 8. TAB Supervisor's signature and date.
 - 9. Report date.
- B. Report Index
- C. General Information:
 - 1. Test conditions.
 - 2. Nomenclature used throughout report.
 - 3. Notable system characteristics/discrepancies from design.
 - 4. Test standards followed.
 - 5. Any deficiencies noted.
 - 6. Quality assurance statement.

4.2 HEATING SYSTEMS

- A. Hot Water Boiler:
 - 1. General Requirements:
 - a. Drawing symbol.
 - b. Service.
 - c. Location.
 - d. Manufacturer, model, and identification number.
 - e. Control setting: specified and actual.
 - 2. Temperature:
 - a. Entering water temperature: specified and actual.
 - b. Leaving water temperature: specified and actual.

3. Flow Rate:
 - a. Flow rate (gpm): specified and actual.
 4. Pressure Drop and Pressure:
 - a. Pressure Drop: specified and actual.
 5. Energy:
 - a. Rating (Btuh).
 - b. Measured output (Btuh).
- B. Terminal Heat Transfer Units:
1. General Requirement:
 - a. Drawing symbol.
 - b. Location.
 - c. Manufacturer and model.
 2. Flow Rate:
 - a. Flow rate (cfm): specified and actual.
 - b. Water flow rate (gpm): specified and actual.
 3. Temperature:
 - a. Entering air temperature: specified and actual.
 - b. Leaving air temperature: specified and actual.
 - c. Entering water temperature: specified and actual.
 - d. Leaving water temperature: specified and actual.

END OF SECTION

SECTION 23 07 19
HVAC PIPING INSULATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Piping Insulation.
- B. Insulation Jackets.

1.2 QUALITY ASSURANCE

- A. Applicator: Company specializing in piping insulation application with five years minimum experience.
- B. Materials: Flame spread/smoke developed rating of 25/50 in accordance with ASTM E84, NFPA 255, or UL 723 (where required).
- C. Adhesives and Sealants: All sealers, adhesives, and sealants shall comply with the low emitting material limits of the following standards:

1.3 REFERENCES

- A. ANSI/ASHRAE/IES Standard 90.1 (latest published edition) - Energy Standard for Buildings Except Low-Rise Residential Buildings.
- B. ANSI/ASTM C195 - Mineral Fiber Thermal Insulation Cement.
- C. ANSI/ASTM C547 - Mineral Fiber Preformed Pipe Insulation.
- D. ANSI/ASTM C552 - Cellular Glass Block and Pipe Thermal Insulation.
- E. ASTM C449 - Mineral Fiber Hydraulic-setting Thermal Insulating and Finishing Cement.
- F. ASTM E84 - Surface Burning Characteristics of Building Materials.
- G. NFPA 255 - Surface Burning Characteristics of Building Materials.
- H. UL 723 - Surface Burning Characteristics of Building Materials.
- I. National Commercial & Industrial Insulation Standards - 1999 Edition - as published by Midwest Insulation Contractors Association and endorsed by National Insulation Contractors Association.

PART 2 - PRODUCTS

2.1 INSULATION

- A. Type A: Glass fiber; ANSI/ASTM C547; 0.24 maximum 'K' value at 75°F; non-combustible. All purpose, white Kraft jacket bonded to aluminum foil and reinforced with fiberglass yarn, 25/50 flame spread/smoke developed rating when tested in accordance with ASTM E84 (UL 723).
- B. Type C: Molded rigid cellular glass; ANSI/ASTM C-552; 0.35 maximum 'K' value at 75°F; moisture resistant, non-combustible; suitable for -100°F to +900°F. For below grade installations use asphaltic mastic paper vapor barrier jacket. Use self-seal all-purpose white Kraft jacket for above grade installations.

2.2 VAPOR BARRIER JACKETS

- A. Kraft reinforced foil vapor barrier with self-sealing adhesive joints. Beach puncture resistance ratio of at least 50 units. Tensile strength: 35 psi minimum. Single, self-seal acrylic adhesive on longitudinal jacket laps and butt strips.

2.3 JACKET COVERINGS

- A. Plastic Jackets and Fitting Covers: High impact, glossy white, 0.020" thick, self-extinguishing plastic. Suitable for use indoors or outdoors with ultraviolet inhibitors. Suitable for -40°F to 150°F. 25/50 maximum flame spread/smoke developed.

2.4 REMOVABLE INSULATION JACKETS

- A. Removable insulation jackets shall consist of outer covering, interstitial insulation material, and inner covering.
- B. Inner and outer covering shall be constructed from a minimum 16.5 oz./yd² PTFE fiberglass composite and suitable for insulating surface temperatures up to 550°F.
- C. Interstitial insulation blanket shall be minimum 1-1/2" thick and shall consist of either:
 - 1. Silica and glass-fiber insulation felts and blankets – minimum 6 lb./ft³ density.
 - 2. E-type glass-fiber felts and blankets – minimum 6 lb./ft³ density.
- D. Construction: Inner and outer covering with interstitial insulation material shall be joined into a single assembly using a double sewn lock stitch with 4-6 stitches/inch. The thread used shall be able to withstand minimum 550°F surface temperatures without degradation. The use of hog rings, staples, and wires for closure of assembly are not acceptable. The interstitial insulation shall be sewn as an integral part of the inner and outer coverings to prevent shifting of the insulation. Insulation pins are not an allowable method of preventing the insulation from shifting and shall not be used.
- E. No raw cut jacket edges shall be exposed.
- F. Jackets shall be fastened to equipment and piping components using hook and loop (Velcro) straps and minimum 1" slide buckles.
- G. Jacket coverings shall have an inner covering edge with a continuous strip of hook & loop closure (Velcro) that is parallel to the seam and overlaps the outer covering by a minimum of 2 inches.
- H. Acceptable Manufacturers: Firwin Corp, Lewco Specialty Products, ThermaXX Jackets LLC or approved equivalent.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Install insulation after piping has been tested. Pipe shall be clean, dry and free of rust before applying insulation.

3.2 INSTALLATION

A. General Installation Requirements:

1. Install materials per manufacturer's instructions, building codes and industry standards.
2. Continue insulation with vapor barrier through penetrations. This applies to all insulated piping. Maintain fire rating of all penetrations.
3. On all insulated piping, provide at each support an insert of same thickness and contour as adjoining insulation, between the pipe and insulation jacket, to prevent insulation from sagging and crushing. The insert shall be suitable for planned temperatures, be suitable for use with specific pipe material, and shall be a 180° cylindrical segment the same length as metal shields. Inserts shall be a cellular glass (for all temperature ranges) with a minimum compressive strength of 50 psi. Factory fabricated inserts may be used. Rectangular blocks, plugs, or wood material are not acceptable. Temporary wood blocking may be used by the Piping Contractor for proper height; however, these must be removed and replaced with proper inserts by the Insulation Contractor. Refer to Supports and Anchors specification section for additional information.
4. Neatly finish insulation at supports, protrusions, and interruptions.
5. Install metal shields between all hangers or supports and the pipe insulation. Shields shall be galvanized sheet metal, half-round with flared edges. Adhere shields to insulation. On cold piping, seal the shields vapor-tight to the insulation as required to maintain the vapor barrier, or add separate vapor barrier jacket.
6. Shields shall be at least the following lengths and gauges:

	Pipe Size	Shield Size
a.	1/2" to 3"	12" long x 18 gauge
b.	4"	12" long x 16 gauge
c.	5" to 6"	18" long x 16 gauge
7. All piping and insulation that does not meet 25/50 that is in an air plenum shall have written approval from the Authority Having Jurisdiction and the local fire department for authorization and materials approval. If approval has been allowed, the non-rated material shall be wrapped with a product that has passed ASTM E84 and/or NFPA 255 testing with a rating of 25/50 or below.

B. Insulated Piping Operating Above 140°F:

1. Insulate fittings, valves, flanges, float & thermostatic steam traps, and strainers. On gate valves, the insulation shall be extended to cover the entire valve bonnet, leaving only the portion of the stem that is above the bonnet and valve operator exposed.
2. All balance valves with fluid operating above 140°F shall be insulated and an opening shall be left in the insulation to allow for reading and adjusting the valve.
3. The use of removable insulation jackets is acceptable for insulating large and non-cylindrical shaped piping components (e.g., check valves, pressure regulating

valves, calibrated balance valves, gate valve bonnets, F&T traps, strainers, line sets, and the like).

3.3 INSULATION

A. Type A Insulation:

1. All Service Jackets: Seal all longitudinal joints with self-seal laps using a single pressure sensitive adhesive system. Do not staple.
2. Insulation without self-seal lap may be used if installed with Benjamin Foster 85-20 or equivalent Chicago Mastic, 3M or Childers lap adhesive.
3. Apply insulation with laps on top of pipe.
4. Fittings, Valve Bodies and Flanges: For 4" and smaller pipes, insulate with 1 lb. density insulation wrapped under compression to a thickness equal to the adjacent pipe insulation. For pipes over 4", use mitered segments of pipe insulation. Finish with preformed plastic fitting covers. Secure fitting covers with pressure sensitive tape at each end. Overlap tape at least 2" on itself. For pipes operating below 60°F, seal fitting covers with vapor retarder mastic in addition to tape.

B. Type C Insulation:

1. Seal all longitudinal joints with manufacturer approved adhesive. Secure butt joint strips in a similar manner.
2. Insulate fittings with prefabricated fittings.

3.4 JACKET COVER INSTALLATION

A. Plastic Covering:

1. Provide vapor barrier as specified for insulation type. Cover with plastic jacket covering. Position seams to shed water.
2. Solvent weld all joints with manufacturer recommended cement.
3. Overlap all laps and butt joints 1-1/2" minimum. Repair any loose ends that do not seal securely. Solvent weld all fitting covers in the same manner. Final installation shall be watertight.
4. Use plastic insulation covering on all exposed pipes including, but not limited to:
 - a. All exposed piping below 8'-0" above floor.
 - b. All piping in mechanical rooms and/or tunnels that is subject to damage from normal operations. (Example: Piping that must be stepped over routinely.)

3.5 SCHEDULE

Refer to attached insulation schedule.

END OF SECTION

HEATING for Use With: ASHRAE 90.1-2010 ASHRAE 90.1-2013 ASHRAE 90.1-2016 IECC -2018				
Piping System	Insulation Thickness per Pipe Size			
	<1"	1" to < 1-1/2"	1-1/2" to < 4"	4" to < 8"
Heating Water Supply & Return;	A 1-1/2"	A 1-1/2"	A 2"	A 2"
Insulation Inserts at hangers	Type C - match pipe insulation thickness			

SECTION 23 09 13
INSTRUMENTATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Thermometers.
- B. Test Plugs.

1.2 REFERENCES

- A. ASTM E1 - Specification for ASTM Thermometers.

PART 2 - PRODUCTS

2.1 THERMOMETERS

A. Alcohol/Spirit Filled Type:

1. 9" long phenolic case, steel stem, accuracy of 1% full scale. Adjustable elbow joint with 180 degree adjustment in vertical plane, 360 degree adjustment in horizontal plane, and locking device to allow rotation of thermometer to any angle.
2. Select thermometer for appropriate temperature range.
3. Stem: Copper plated steel, aluminum, or brass for separable socket. Stem lengths as required for application with minimum insertion of 3".
4. Thermometers for water, steam, or oil shall have brass or steel separable socket. Thermometer wells shall be stainless steel, pressure rated to match piping system design pressure; with 2 inch extension for insulated piping and threaded cap nut with chain permanently fastened to well and cap. Thermometers for air shall have an aluminum or brass duct flange.
5. Acceptable Manufacturer: Marsh, Miljoco, Trerice, Weiss, Weksler, Wika.

B. Select scales to cover expected range of temperatures.

2.2 TEST PLUGS

- A. Test Plug: 1/4" or 1/2" brass fitting and cap, with Nordel core for temperatures up to 275°F, for receiving 1/8" outside diameter pressure or temperature probe. Plugs shall be rated for zero leakage from vacuum to 500 psi.
- B. Provide extended units for all plugs installed in insulated piping.
- C. Test Kit: Carrying case, internally padded and fitted containing one 3-1/2" diameter pressure gauge with 0-100 psi range, one gauge adapter with 1/8" probes, two 1-1/2" dial thermometers with 0° to 220°F and -25°F to 125°F ranges and 5" stems.
- D. Acceptable Manufacturers: Sisco, Flow Design, Peterson Equipment, MG Piping Products Co., Miljoco, Trerice, Watts Regulator.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General Installation Requirements:

1. Install per manufacturer's instructions.
2. Install thermometers in locations where they are easily read from normal operating level.
3. Do not install instrumentation when areas are under construction, except for required rough-in, taps, supports and test plugs.

B. Thermometers:

1. Install thermometers in piping systems in sockets in short couplings. Enlarge pipes smaller than 2-1/2" for installation of thermometer sockets.
2. Install thermometer sockets adjacent to control system thermostat, transmitter and sensor sockets.

END OF SECTION

SECTION 23 11 23
NATURAL GAS PIPING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Pipe and Pipe Fittings.
- B. Valves.
- C. Natural Gas Piping System.

1.2 QUALITY ASSURANCE

- A. Valves: Manufacturer's name and pressure rating marked on valve body. Remanufactured valves are not acceptable.
- B. Welding Materials, Procedures, and Operators: Conform to ASME Section 9, ANSI/AWS D1.1, and applicable state labor regulations.
- C. Welders Certification: In accordance with ANSI/ASME Sec 9 or ANSI/AWS D1.1.

1.3 REFERENCES

- A. ANSI/AWS D1.1 - Structural Welding Code.
- B. ANSI AGA-LC1 - Standards for Fuel Gas Piping Systems Using Corrugated Stainless Steel Tubing.
- C. ANSI/AWWA C111/A21.11 - Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.
- D. ASME - Boiler and Pressure Vessel Code - Section 9.
- E. ASME B1.20.1 - Pipe Threads, General Purpose.
- F. ASME B16.3 - Malleable Iron Threaded Fittings Class 150 and 300.
- G. ASME B16.5 - Pipe Flanges and Flanged Fittings.
- H. ASME B16.9 - Factory-Made Wrought Steel Butt Welding Fittings.
- I. ASME B16.11 - Forged Steel Fittings, Socket-Welding and Threaded.
- J. ASME B16.21 - Nonmetallic Flat Gaskets for Pipes Flanges.
- K. ASME B16.39 - Malleable Iron Threaded Pipe Unions.
- L. ASME B18.2.1 - Square and Hex Bolts and Screws, Inch Series.
- M. ASME B18.2.2 - Square and Hex Nuts, Inch Series.
- N. ASTM A53 - Pipe, Steel, Black and Hot-Dipped Zinc Coated, Welded and Seamless.
- O. ASTM A105 - Standard Specification for Carbon Steel Forgings for Piping Applications.
- P. ASTM A181 - Forgings, Carbon Steel for General Purpose Piping.
- Q. ASTM A197 - Standard Specification for Cupola Malleable Iron.
- R. ASTM A234 - Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
- S. ASTM A240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
- T. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
- U. ASTM D2513 - Thermoplastic Gas Pressure Pipe, Tubing and Fittings.
- V. ASTM D2683 - Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe.
- W. ASTM D2774 - Standard Practice for Underground Installation of Thermoplastic Pressure Piping.

- X. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- Y. NFPA 54 - National Fuel Gas Code.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store and protect piping to prevent entrance of foreign matter into pipe and to prevent exterior corrosion.
- B. Deliver and store valves in shipping containers with labeling in place.

PART 2 - PRODUCTS

2.1 NATURAL GAS (0 TO 125 PSI)

- A. Design Pressure: 125 psi.
Maximum Design Temperature: 350°F
- B. Piping - 2" and Under:
 - 1. Pipe: Standard weight steel, threaded and coupled, ASTM A53.
 - 2. Joints: Screwed. (NOTE: For below ground, all sizes to have welded joints.)
 - 3. Fittings: 150# steam - 300# CWP, black malleable iron, banded, ASTM A197, ANSI B16.3.
 - 4. Unions: 250# - 500# CWP, black malleable iron, ANSI B16.39, ground joint with brass seat.
- C. Piping - 2-1/2" and Over:
 - 1. Pipe: Standard weight steel, beveled ends, ASTM A53.
 - 2. Joints: Butt welded and flanged.
 - 3. Fittings: Standard weight seamless steel, butt weld type, ASTM A234, Grade I, ANSI B16.9.
 - 4. Flanges: 150# forged steel, weld neck or slip-on, ASTM A181, Grade I, ANSI B16.5. Flange face seal weld (backweld) is required for slip-on flanges.
- D. Shutoff Valves
 - 1. PL-1: 2" and under, 125# steam @ 450°F, 175# CWP @ 180°F, cast iron body, screwed, full port. Walworth #1700, DeZurik #425, S-RS49.
 - 2. PL-2: 2-1/2" thru 4", 125# steam @ 450°F, 175# CWP @ 180°F, flanged, cast iron body, full port. Walworth #1700F, DeZurik #425, F-RS49.

2.2 DRAIN VALVES AND BLOWDOWN VALVES

- A. Drain valve and blowdown valve shall mean a shutoff valve as specified for the intended service with added 3/4" male hose thread outlet, cap, and retaining chain.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Ream pipe and tube ends, remove burrs, bevel plain end ferrous pipe.
- B. Remove scale and dirt on inside and outside before assembly.
- C. Connect to all equipment with flanges or unions.
- D. After completion, fill, clean, and treat systems. Refer to Section 23 25 00 for treatment.

3.2 TESTING PIPING

- A. Low Pressure - Up to 1 psi:
 - 1. Test piping with 20 psi air pressure. System must hold this pressure without adding air for two hours.
- B. High Pressure - Above 1 psi:
 - 1. Test piping with compressed air at twice the operating gas pressure, but at least 20 psi. System must hold this pressure without adding air for two hours.
- C. A non-combustible odorant, such as oil of wintergreen, may be added to help locate leaks.

3.3 CLEANING PIPING

- A. Assembly:
 - 1. Prior to assembly of pipe and piping components, remove all loose dirt, scale, oil and other foreign matter on internal or external surfaces by means consistent with good piping practice subject to approval of the Architect/Engineer. Blow chips and burrs out of pipe before assembly. Wipe cutting oil from internal and external surfaces.
 - 2. During fabrication and assembly, remove slag and weld spatter from both internal and external joints by peening, chipping and wire brushing to the degree consistent with good piping practices.
 - 3. Notify the Architect/Engineer prior to starting any post erection cleaning operation in time to allow witnessing the operation. Properly dispose of cleaning and flushing fluids.
 - 4. Prior to blowing or flushing erected piping systems, disconnect all instrumentation and equipment, open wide all valves, control valves, and balance valves, and verify all strainer screens are in place.

3.4 INSTALLATION

- A. Route piping in orderly manner, straight, plumb, with consistent pitch, parallel to building structure, with minimum use of offsets and couplings. Provide only offsets required for needed headroom or clearance and needed flexibility in pipe system.
- B. Install piping to conserve building space, and not interfere with other work.

- C. Do not install piping or other equipment above electrical switchboards or panelboards. This includes a dedicated space extending 25 feet from the floor to the structural ceiling with width and depth equal to the equipment.
- D. Group piping whenever practical at common elevations.
- E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- F. Provide chain operators for all valves over 2" size that are over 10'-0" above finished floor. Extend to 7'-0" above finished floor.
- G. Provide valve position indicator on all valves 10'-0" or greater above finish floor and not located above ceiling.
- H. Provide clearance for access to valves and fittings.
- I. Provide access doors where valves are not exposed.
- J. Prepare pipe, fittings, supports, and accessories for finish painting.
- K. Install valves with stems upright or horizontal, not inverted.
- L. Provide shutoff valves and flanges or unions at all connections to equipment, traps, and items that require servicing.
- M. Arrange piping and piping connections so equipment may be serviced or totally removed without disturbing piping beyond final connections and associated shutoff valves.
- N. Reducers are generally not shown. Where pipe sizes are not shown, the larger size in either direction shall continue through the fitting nearest to the indication of a smaller pipe size.

3.5 BONDING AND GROUNDING

- A. Each above ground portion of a gas piping system, other than corrugated stainless steel tubing systems, that is likely to become energized shall be electrically continuous and bonded to an effective ground-fault current path. Gas piping, other than corrugated stainless steel tubing, shall be considered to be bonded when it is connected to appliances that are connected to the appliance grounding conductor of the circuit supplying that appliance.
- B. Gas piping shall not be used as a grounding conductor or electrode.

3.6 PIPE ERECTION AND LAYING

- A. Carefully inspect all pipe, fittings, valves, equipment and accessories prior to installation. Immediately reject and remove from the job any items which are unsuitable, cracked or otherwise defective.
- B. All pipe, fittings, valves, equipment and accessories shall have factory-applied markings, stampings, or nameplates sufficient to determine their conformance with specified requirements.

- C. Exercise care at every stage of storage, handling, laying and erecting to prevent entry of foreign matter into piping, fittings, valves, equipment and accessories. Do not erect or install any unclean item.
- D. During construction, until system is fully operational, keep all openings in piping and equipment closed at all times except when actual work is being performed on that item. Closures shall be plugs, caps, blind flanges or other items designed for this purpose.
- E. Change direction of pipes only with fittings or pipe bends. Change size only with fittings. Do not use miter fittings, face or flush bushings, or street elbows. **All fittings shall be long radius type**, unless otherwise shown on the drawings or specified. Construct welded elbows of angles not available as standard fittings by cutting and welding standard elbows to form smooth, long radius fittings.
- F. Use full and double lengths of pipe wherever possible.
- G. Cut all pipe to exact measurement and install without springing or forcing.
- H. Do not create, even temporarily, undue loads, forces or strains on valves, equipment or building elements.

3.7 DRAINING AND VENTING

- A. Unless otherwise indicated on the drawings, all horizontal pipes, including branches, shall pitch 1" in 40 feet to low points for complete drainage.
- B. Use eccentric reducing fittings on horizontal runs when changing size for proper drainage and venting. Install gas pipes with bottom of pipe and eccentric reducers in a continuous line.
- C. Provide drip legs at low points and at the base of all risers in gas pipes. Drip legs shall be full line size on pipes through 4" and at least 4", but not less than half line size over 4". Drip legs shall be 12" minimum length, capped with a reducer to a drain valve.

3.8 BRANCH CONNECTIONS

- A. Make branch connections with standard tee or cross fittings of the type required for the service unless otherwise specified herein or detailed on the drawings.
- B. At the option of the Contractor, branch connections from headers and mains may be cut into black steel pipe using forged weld-on fittings.
- C. Use of forged weld-on fittings is also limited as follows:
 1. Must have at least same pressure rating as the main.
 2. Header or main must be 2-1/2" or over.
 3. Branch line is at least two pipe sizes under header or main size.
- D. Reducers are generally not shown. Where pipe sizes change at tee, the tee shall be the size of the largest pipe shown connecting to it.
- E. All branch piping connections for natural gas shall take off on the top or on the side of the main.

3.9 JOINING OF PIPE

A. Threaded Joints:

1. Ream pipe ends and remove all burrs and chips.
2. Protect plated pipe and valve bodies from wrench marks when making up joints.
3. Apply Teflon tape to male threads.

B. Welded Joints:

1. Welding of all pipe joints, both as to procedures and qualification of welders, shall be in accordance with Section IX, ASME "Boiler & Pressure Vessel Code" unless local codes take precedence.
2. Furnish certificates qualifying each welder to the Owner's Representative prior to start of work.
3. The Owner's Representative reserves the right to require qualifying demonstration, at the Contractor's expense, of any welders assigned to the job.
4. Ends of pipe and fittings to be joined by butt-welding shall be beveled, cleaned to bare metal and internal diameters aligned before tack welding.

END OF SECTION

SECTION 23 21 00
HYDRONIC PIPING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Pipe and Pipe Fittings.
- B. Valves.
- C. Heating Water Piping System.

1.2 QUALITY ASSURANCE

- A. Valves: Manufacturer's name and pressure rating marked on valve body. Remanufactured valves are not acceptable.
- B. Welding Materials, Procedures, and Operators: Conform to ASME Section 9, ANSI/AWS D1.1, and applicable state labor regulations.

1.3 REFERENCES

- A. ANSI/AWS D1.1 - Structural Welding Code.
- B. ANSI/AWWA C111/A21.11 - Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.
- C. ANSI/AWWA C150/A21.50 - Thickness Design of Ductile Iron Pipe.
- D. ANSI/AWWA C151 - Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids.
- E. ANSI/AWWA C153/A21.51 - Ductile Iron Compact Fittings, Centrifugally Cast for Water or Other Liquids.
- F. ASME - Boiler and Pressure Vessel Code.
- G. ASME B16.1 - Cast Iron Pipe Flanges and Flanged Fittings, Class 25, 125, 250, and 800.
- H. ASME B16.3 - Malleable Iron Threaded Fittings Class 150 and 300.
- I. ASME B16.4 - Cast Iron Threaded Fittings, Class 125 and 250.
- J. ASME B16.5 - Pipe Flanges and Flanged Fittings.
- K. ASME B16.9 - Factory-Made Wrought Steel Butt Welding Fittings.
- L. ASME B16.12 - Cast Iron Threaded Drainage Fittings.
- M. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings
- N. ASME B16.21 - Nonmetallic Flat Gaskets for Pipes Flanges.
- O. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
- P. ASME B16.23 - Cast Copper Alloy Solder Joint Drainage Fittings (DWV).
- Q. ASME B16.29 - Wrought Copper and Wrought Copper Alloy Solder Joint Drainage Fittings - DWV.
- R. ASME B18.2.1 - Square and Hex Bolts and Screws, Inch Series.
- S. ASME B18.2.2 - Square and Hex Nuts, Inch Series.
- T. ASME Section 9 - Welding and Brazing Qualifications.
- U. ASTM A126 - Gray Cast Iron Castings for Valves, Flanges, and Pipe Fittings.
- V. ASTM A53 - Pipe, Steel, Black and Hot-Dipped Zinc Coated, Welded and Seamless.
- W. ASTM A181 - Forgings, Carbon Steel for General Purpose Piping.
- X. ASTM A234 - Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
- Y. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
- Z. ASTM A536 - Standard Specification for Ductile Iron Castings
- AA. ASTM B32 - Standard Specification for Solder Metal.

- BB. ASTM B88 - Seamless Copper Water Tube.
- CC. ASTM B813 - Standard Specification for Liquid and Paste Fluxes for Soldering Applications of Copper and Copper Alloy Tube.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store and protect piping to prevent entrance of foreign matter into pipe and to prevent exterior corrosion.
- B. Deliver and store valves in shipping containers with labeling in place.

PART 2 - PRODUCTS

2.1 HEATING WATER

- A. Design Pressure: 125 psig.
Maximum Design Temperature: 225°F.
- B. Piping - 2" and Under:
 - 1. Tubing: Type L drawn temper seamless copper tube, ASTM B88.
 - 2. Joints: Solder with Type 95-5 solder. 50-50 solder is not acceptable.
 - 3. Fittings: Wrought copper solder joint, ASME B16.22.
- C. Piping - 2" and Under:
 - 1. Pipe: Standard weight black steel, threaded and coupled, ASTM A53; Type E, F, or S; Grade B.
 - 2. Joints: Screwed.
 - 3. Fittings: Class 125 cast iron, ASTM A126, ASME B16.4; or Class 150 malleable iron, ASTM A197, ASME B16.3.
 - 4. Unions: Class 150 malleable iron, ANSI B16.39, ground joint with copper or copper alloy-to-iron seat.
- D. Piping - 2-1/2" and Over:
 - 1. Pipe: Standard weight black steel, beveled ends, ASTM A53, Type E or S, Grade B.
 - 2. Joints: Butt-welded or flanged.
 - 3. Fittings: Standard weight wrought steel, butt-welding type, ASTM A234, ASME B16.9.
 - 4. Flanges: Class 150 forged steel, welding neck or slip-on, ASTM A181 or A105, Class 60, ASME B16.5 up to 24" and B16.47 above 24". ASME B16.1 for flanges mating with flat face equipment flanges. Flange face seal weld (backweld) is required for slip-on flanges.

- E. Piping - 2-1/2" and Over All Sizes (Contractor Option)
1. Pipe: Standard weight black steel, grooved ends, ASTM A53, Type E or S, Grade B.
 2. Joints: Grooved type, with Grade E EPDM molded pressure-responsive gaskets suited for 32°F to 230°F per ASTM D2000.
 3. Fittings: ASTM A536 Grade 65-45-12 ductile or A47 malleable iron, grooved type.
 4. Flanges: Grooved end, flanged adapter.

F. Shutoff Valves:

1. Ball Valves:
 - a. BA-1: 3" and under, 150 psi saturated steam, 600 psi WOG, full port, screwed or solder ends (acceptable only if rated for soldering in line with 470°F melting point of lead-free solder), bronze body of a copper alloy containing less than 15% zinc, stainless steel ball and stem, Teflon seats and seals. Apollo #77C-140, Stockham #S-206 BR1-R, Milwaukee #BA-400, Watts, Nibco #585-70-66, National Utilities Co., RUB.

NOTES:

- 1) Provide extended shaft with operating handle of non-thermal conductive material and protective sleeve that allows operation of valve, adjustment of the packing, and adjustment of the memory stop without breaking the vapor seal or disturbing the insulation for all valves in insulated piping.
 - 2) Provide lock out trim for all valves opening to atmosphere installed in heating water piping over 120°. Solid extended shaft is not required on valves with lock out trim.
2. Butterfly Valves:
 - a. BF-1:
 - 1) 2-1/2" thru 6", 175 psi WOG, elastomers rated for 20°F to 250°F at 125 psig, fully lugged end, ductile or cast iron body (not in contact with fluid); bronze, aluminum-bronze or EPDM coated ductile iron disc; EPDM seat, stainless steel stem, extended neck, 175 psi bubble-tight, bi-directional dead-end shutoff without backing flange or nuts and with cap screws extending to centerline of valve body (for pipe extension without draining system), 10 position locking operator up to 6" size. Cv of at least 1580 in 6" size. Center Line Series 200, Keystone #222, Watts #DBF-03-121-1P, Nibco N200 Series or LD2000 Series, Milwaukee CL series, Hammond 5200 series.
 - 2) Mechanically coupled grooved end valves are acceptable if they have the features listed above. Victaulic #300, Nibco GD4765.

G. Check Valves:

1. CK-1: 2" and under, 125 psi S @ 353°F, 200 psi WOG @ 150°F, screwed, bronze, horizontal swing. Crane #37, Hammond #IB904, Stockham #B319, Walworth #406, Milwaukee #509, Watts #B-5000, or NIBCO #T-413.

H. Strainers:

1. ST-1: Bronze body, screwed ends, screwed cover, 150 psi S @ 350°F, 200 psi WOG @ 150°F. Armstrong #F4SC, Metraflex #TS, Mueller Steam Specialty Co. #351, Sarco #BT, Watts #777, NIBCO T-122.

2.2 EQUIPMENT DRAINS AND OVERFLOWS

A. Steel Pipe: ASTM A53. [for boiler drains only]

1. Pipe: Standard weight black steel, threaded and coupled, ASTM A53.
2. Joints: Screwed.
3. Fittings: Class 125 cast iron, ASTM A126, ASME B16.4.

B. Copper Tubing: DWV drawn temper seamless copper drainage tube, ASTM B306.

1. Fittings: ASME B16.23 cast brass, or ASME B16.29 solder wrought copper.
2. Joints: Solder with Type 95-5 solder. 50-50 solder is not acceptable.

C. Shutoff Valves:

1. Ball Valves:

- a. BA-1: 3" and under, 125 psi saturated steam, 600 psi WOG, full port, screwed or solder ends (acceptable only if rated for soldering in line with 470°F melting point of lead-free solder), bronze body of a copper alloy containing less than 15% zinc, stainless steel ball and trim, Teflon seats and seals. Apollo #77C-140, Stockham #S-206 BR1-R, Milwaukee #BA-400, Watts, Nibco #585-70-66, National Utilities Co., RUB.

2.3 AIR VENTS

- A. At end of main and other points where large volume of air may be trapped - Use 1/4" globe valve, angle type, 125 psi, Crane #89, attached to coupling in top of main, 1/4" discharge pipe turned down with cap.
- B. On branch lines and small heating units - Use coin-operated air vent equal to B&G #4V, attached to 1/8" coupling in top of pipe. Install air vents on all coils and terminal heating units.

2.4 SAFETY RELIEF VALVES

- A. SRV-1 (Hydronic Heating Systems): Spring-loaded disc type with cast iron or bronze body, bronze or stainless steel disc, side outlet and lifting lever for maximum service of 125 psig at 250°F. For relieving water during pressure fluctuations and in case of control failure. Capacities shall be ASME Section IV certified and labeled. Acceptable Manufacturers: Kunkle # 537, B&G, Conbraco, McDonnell & Miller, or Watts.

2.5 LOCK OUT TRIM

- A. Provide lock out trim for all quarter turn valves opening to atmosphere installed in heating water piping over 120°F and as indicated on the drawings.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Ream pipe and tube ends, remove burrs, bevel plain end ferrous pipe.
- B. Remove scale and dirt on inside and outside before assembly.
- C. Connect to all equipment with flanges or unions.
- D. After completion, fill, clean, and treat systems. Refer to Section 23 25 00 for treatment.

3.2 TESTING PIPING

- A. Heating Water:
 - 1. Test pipes underground or in chases and walls before piping is concealed.
 - 2. Complete testing before insulation is applied. If insulation is applied before pipe is tested and a leak ruins the insulation, replace all damaged insulation.
 - 3. Test the pipe with water at 100 psig pressure. Hold pressure for at least two hours.

3.3 CLEANING PIPING

- A. Assembly:
 - 1. Prior to assembly of pipe and piping components, remove all loose dirt, scale, oil and other foreign matter on internal or external surfaces by means consistent with good piping practice subject to approval of the Architect/Engineer. Blow chips and burrs out of pipe before assembly. Wipe cutting oil from internal and external surfaces.
 - 2. During fabrication and assembly, remove slag and weld spatter from both internal and external joints by peening, chipping and wire brushing to the degree consistent with good piping practices.
 - 3. Notify the Architect/Engineer prior to starting any post erection cleaning operation in time to allow witnessing the operation. Properly dispose of cleaning and flushing fluids.
 - 4. Prior to blowing or flushing erected piping systems, disconnect all instrumentation and equipment, open wide all valves, control valves, and balance valves, and verify all strainer screens are in place.

3.4 INSTALLATION

A. General Installation Requirements:

1. Route piping in orderly manner, straight, plumb, with consistent pitch, parallel to building structure, with minimum use of offsets and couplings. Provide only offsets required for needed headroom or clearance and needed flexibility in pipe system.
2. Install piping to conserve building space, and not interfere with other work.
3. Group piping whenever practical at common elevations.
4. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
5. Reducers are generally not shown. Where pipe sizes change at tee, the tee shall be the size of the largest pipe shown connecting to it. Where pipe sizes are not shown, the larger size in either direction shall continue through the fitting nearest to the indication of a smaller pipe size.
6. Branch takeoffs shall be from the top side (if branch is two sizes smaller than main), or any angle from the horizontal plane to the top of piping.

B. Valves/Fittings and Accessories:

1. Provide chain operators for all valves over 2" size that are over 10'-0" above finished floor. Extend to 7'-0" above finished floor.
2. Provide valve position indicator on all valves 10'-0" or greater above finish floor and not located above ceiling.
3. Provide clearance for installation of insulation, and access to valves and fittings.
4. Provide access doors where valves are not exposed.
5. Where a manual balance valve is shown to be installed in series with a service (isolation) valve, separate balance and service (isolation) valves shall be installed.
6. Install balancing valves with the manufacturer's recommended straight upstream and downstream diameters of pipe.
7. Prepare pipe, fittings, supports, and accessories for finish painting.
8. Install valves with stems upright or horizontal, not inverted, except install manual quarter turn valves in radiation cabinets and all butterfly valves with stems horizontal.
9. Provide shutoff valves and flanges or unions at all connections to equipment, traps, and items that require servicing.
10. Provide flanges or unions at all final connections to equipment, traps and valves.
11. Arrange piping and piping connections so equipment may be serviced or totally removed without disturbing piping beyond final connections and associated shutoff valves.

3.5 PIPE ERECTION AND LAYING

- A. Carefully inspect all pipe, fittings, valves, equipment and accessories prior to installation. Immediately reject and remove from the job any items which are unsuitable, cracked or otherwise defective.
- B. All pipe, fittings, valves, equipment and accessories shall have factory-applied markings, stampings, or nameplates sufficient to determine their conformance with specified requirements.
- C. Exercise care at every stage of storage, handling, laying and erecting to prevent entry of foreign matter into piping, fittings, valves, equipment and accessories. Do not erect or install any unclean item.
- D. During construction, until system is fully operational, keep all openings in piping and equipment closed at all times except when actual work is being performed on that item. Closures shall be plugs, caps, blind flanges or other items designed for this purpose.
- E. Change direction of pipes only with fittings or pipe bends. Change size only with fittings. Do not use miter fittings, face or flush bushings, or street elbows. **2-1/2" and larger fittings shall be long radius type**, unless otherwise shown on the drawings or specified. Construct welded elbows of angles not available as standard fittings by cutting and welding standard elbows to form smooth, long radius fittings.
- F. Use full and double lengths of pipe wherever possible.
- G. Unless otherwise indicated, install all inlet and outlet piping, including shutoff valves and strainers, to coils, pumps and other equipment at line size with reduction in size being made only at control valve or pump.
- H. Cut all pipe to exact measurement and install without springing or forcing except in the case of expansion loops where cold springing is indicated on the drawings.
- I. Do not create, even temporarily, undue loads, forces or strains on valves, equipment or building elements.

3.6 DRAINING AND VENTING

- A. Unless otherwise indicated on the drawings, all horizontal pipes, including branches, shall pitch 1" in 40 feet to low points for complete drainage, removal of condensate, and venting.
- B. Provide drain valves at all low points of water piping systems or where indicated on drawings for complete or sectionalized draining. Drain valves are defined above.
- C. Use eccentric reducing fittings on horizontal runs when changing size for proper drainage and venting. Install all liquid lines with top of pipe and eccentric reducers in a continuous line.
- D. Provide air vents at all high points and wherever else required for elimination of air in all water piping systems. Do not use automatic air vents in glycol systems unless they are piped to the fill tank.
- E. Air vents shall be in accessible locations. If needed to trap and vent air in a remote location, a 1/8" pipe shall connect the tapping location to a venting device in an accessible location.

- F. All vent and drain piping shall be of same materials and construction as the service involved.

3.7 BRANCH CONNECTIONS

- A. Make branch connections with standard tee or cross fittings of the type required for the service unless otherwise specified herein or detailed on the drawings.
- B. At the option of the Contractor, branch connections from headers and mains may be cut into black steel pipe using forged weld-on fittings.
- C. Use of forged weld-on fittings is also limited as follows:
 - 1. Must have at least same pressure rating as the main.
 - 2. Header or main must be 2-1/2" or over.
 - 3. Branch line is at least two pipe sizes under header or main size.

3.8 JOINING OF PIPE

A. Flanged Joints:

- 1. Bronze flanges shall conform to B16.24 and ductile iron flanges to B16.42. Steel flanges shall be raised face except when bolted to flat face cast iron flange.
- 2. Bolting shall be ASTM A307 Grade B with bolts and heavy hexagonal nuts conforming to ASME B18.2.1 and B18.2.2.
- 3. Torque bolts in at least three passes, tightening to 1/3, 2/3, and final torque in a cross pattern with an indicating torque wrench for equal tension in all bolts.
- 4. Gaskets for flat face flanges shall be full-face type. Gaskets for raised faced flanges shall conform to requirements for "Group I gaskets" in ASME B16.5. All gaskets shall conform to ASME B16.21. Unless otherwise specified, gaskets shall meet the following requirements:
 - a. Gasket material and thickness approved by manufacturer for intended service, chemical compatibility, pipe system test pressure, and operating temperature range.
 - b. Maximum pressure rating of at least 250 psig.
 - c. Minimum temperature rating: -10°F.
 - d. Maximum temperature rating of at least 170°F for water and glycol solution systems operating 140°F and less.

B. Welded Joints:

- 1. Welding of all pipe joints, both as to procedures and qualification of welders, shall be in accordance with Section IX, ASME "Boiler & Pressure Vessel Code" unless local codes take precedence.
- 2. Furnish certificates qualifying each welder to the Owner's Representative prior to start of work.

3. The Owner's Representative reserves the right to require qualifying demonstration, at the Contractor's expense, of any welders assigned to the job.
4. Ends of pipe and fittings to be joined by butt-welding shall be beveled, cleaned to bare metal and internal diameters aligned before tack welding.

END OF SECTION

SECTION 23 52 16
CONDENSING BOILERS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Boilers.
- B. Controls and Boiler Trim.
- C. Hot Water Connections.
- D. Fuel Burning System and Connection.
- E. Vent Connection.
- F. Boiler Vent Flue.

1.2 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing the products specified in this Section with at least three years documented experience.
- B. Provide factory authorized start-up service by manufacturer's agent.
- C. Conform to ANSI/ASME SEC 4 and ANSI/AGA Z21.13 for construction of boilers.
- D. Boiler Units: AGA certified, UL listed and ASME certified.
- E. Installation shall meet the requirements of ASME CSD-1, including remote emergency shutdown switches for boilers, applicable gas train, individual venting of gas regulators, and repackable shutoff valves at all boilers.
- F. Conform to ASHRAE 90.1.

1.3 REFERENCES

- A. AGA - Directory of Certified Appliances and Accessories.
- B. ANSI/AGA Z21.13 - Gas-Fired Low-Pressure Steam and Hot Water Boilers.
- C. ANSI/AGA Z223.1 - National Fuel Gas Code.
- D. ANSI/ASHRAE/IES Standard 90.1 (latest published edition) - Energy Standard for Buildings Except Low-Rise Residential Buildings.
- E. ANSI/ASME SEC 4 - Boiler and Pressure Vessels Code - Rules for Construction of Heating Boilers.
- F. ANSI/ASME SEC 8D - Boilers and Pressure Vessels Code - Rules for Construction of Pressure Vessels.
- G. ANSI/NFPA 70 - National Electrical Code.
- H. ASME CSD-1 - Controls and Safety Devices for Automatically Fired Boilers.
- I. NFPA 85 - Boiler and Combustion Systems Hazard Code.

1.4 SUBMITTALS

- A. Submit product data under provisions of Section 23 05 00.
- B. Submit product data indicating general assembly, components, controls, safety controls, and electrical power/controls wiring diagrams, and service connections.
- C. Submit manufacturer's installation instructions.

- D. Submit reports indicating condition and operation at start-up.
- E. Submit reports indicating specified performance and efficiency is met or exceeded.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect boilers from damage by leaving factory inspection openings and shipping packaging in place until final installation.

1.6 OPERATION AND MAINTENANCE DATA

- A. Submit operation and maintenance data. Include manufacturer's descriptive literature, operating instructions, cleaning procedures, replacement parts list, and maintenance and repair data.

PART 2 - PRODUCTS

2.1 BOILERS

- A. Provide factory assembled, factory fire-tested, self-contained unit ready for automatic operation except for connection of water, fuel, electrical, and vent services.
- B. Unit: Hot water, condensing type boiler with integral forced draft or pulse combustion burner, burner controls, boiler trim, insulation and jacket.
- C. ASME allowable working pressure of 80 psig water.
- D. Provide two lifting eyes on top of boiler.
- E. Unit casing shall be a minimum of 16 gauge steel. Factory paint boiler, base, and other components with hard finish enamel.
- F. Porcelain enameled or stainless steel exhaust manifold with gravity drain and reservoir for condensate elimination.
- G. Acceptable Manufacturers: Fulton (Vantage); Viessman (Vitocrossal), Buderus/Bosch (SB)

2.2 HEAT EXCHANGER

- A. Condensing type, constructed from stainless steel, water or fire tube design that is suitable for return water temperatures as low as 50°F.
- B. Seven-year prorated warranty against leakage due to thermal shock or corrosion.

2.3 BOILER FLUE

- A. The boiler manufacturer shall furnish review and approve vent size, type, and routing of all vent flue piping, fittings, dampers, and accessories as required to properly vent the equipment. Vent piping shall be UL listed for use with category III and IV appliances with operating temperatures of up to 480°F.

2.4 HOT WATER BOILER TRIM

- A. Provide ASME safety relief valve set at 125 psi or boiler maximum allowable working pressure.

- B. Provide low water cut-off with manual reset to automatically prevent burner operation whenever boiler water falls below safe level.
- C. Provide operating temperature controller to control burner operation to maintain boiler water temperature, as determined by a remote 4-20 mA signal from building DDC system or boiler controller.
- D. Limit temperature controller to control burner to prevent boiler water temperature from exceeding safe system water temperature.
- E. Provide all trim required to meet ASME CSD-1. This includes, but is not limited to, gas train and all terminals and necessary relays for connection to remote shutdown switch(es) to disconnect all power to the burner controls.

2.5 FUEL BURNING SYSTEM - SINGLE FUEL

- A. General: Forced draft automatic burner integral with boiler designed to burn natural gas at 7" to 14" W.C. inlet pressure. Maintain fuel-air ratios automatically.
- B. Gas Burner: Forced draft, power burner with interrupted spark ignition and flame sensor.
- C. Include on unit complete gas train including gas safety shutoff valve conforming to CSD-1 requirements. Vent all gas valves to outdoors separately.
- D. Burner to be modulating with a minimum turndown ratio of 5:1

2.6 CONTROL PANEL

- A. The boiler system control panel shall include contacts for a trouble alarm to the DDC system.
- B. Program relay to control ignition, starting and stopping of burner and provide both pre-combustion purge and post combustion purge. Burner to shut down in event of ignition or main flame failure. Interlock to shut down burner upon combustion air pressure drop.
- C. Manual-automatic selector switch to permit automatic firing in accordance with load demand, or manual control of firing rate at fixed temperature.
- D. Panel to include indicating lights to show fault conditions of low water level, flame failure, fuel pressure, exhaust temperature, water temperature, or combustion air pressure. Mount indicating lights and switches in hinged drop-panel for access to wiring.
- E. The boiler system control panel shall include contacts for a manual CSD-1 emergency shutdown switch. The switch shall be furnished, installed, and wired by the Temperature Controls Contractor. A switch shall be located at each exit just outside the boiler room door or as shown on plans. If boiler room door is on exterior of building, the switch shall be located just inside the door or as shown on plans. Verify final location with Architect/Engineer. The switch shall disable all boilers and shall be wired to the boiler burner safety control circuit to interrupt burner operation.
- F. For multiple boiler systems, furnish a boiler management system consisting of controller(s) capable of stopping, starting, and modulating all boilers to maintain maximum efficiency of the boiler plant. The boiler management system shall include all alarms, control points, and setpoints specified.

- G. Manufacturer shall provide a BACnet interface with the building automation system in accordance with ASHRAE/ANSI Standard 135. This may be accomplished through a system integration panel or "gateway". Integration panels shall be provided as part of the boiler package. Wiring between the boiler control panel(s) and the integration panel shall be the responsibility of the manufacturer

2.7 PERFORMANCE

- A. Minimum gas-fired efficiency, verified by factory tests, shall be 86% at 100% output with 150°F return water and 88% at 25% output with 130°F return water.
- B. Rated for return temperatures as low as 40°F and supply temperatures as high as 190°F.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General Requirements:
 - 1. Install in accordance with manufacturer's instructions.
 - 2. Provide for connection to electrical service.
 - 3. Provide connection of gas service in accordance with ANSI/AGA Z223.1.
- B. Combustion Inlet and Venting:
 - 1. Provide complete sealed combustion inlet and venting system.
 - 2. Slope all horizontal runs of exhaust vent towards the boilers at a slope of 1" per 4'.
- C. Service Clearance:
 - 1. Verify exact maintenance clearances required by the manufacturer prior to installation.

3.2 MANUFACTURER'S FIELD SERVICES

- A. Prepare and start systems under factory authorized supervision.
- B. Provide field representative for starting unit and training operator.
- C. Provide combustion test and submit report. Test shall include boiler firing rate, overfire draft, gas flow rate, heat input, burner manifold gas pressure, percent carbon monoxide (CO), percent oxygen (O₂), percent excess air, flue gas temperature at outlet, ambient temperature, net stack temperature, percent combustion efficiency, and heat output.

END OF SECTION