

VILLAGE OF MCFARLAND **Sustainability & Natural Resources
Committee**

NOTICE OF PUBLIC MEETING

Monday, August 11, 2025

6:00 PM

McFarland Municipal Center
5915 Milwaukee St, McFarland
Community Room

AGENDA

The public may attend in-person or remotely through the Zoom webinar or telephone options listed below. *Please Note: Virtual attendance is offered as a convenience, but technical difficulties beyond the Village's control may prevent or limit its availability at any meeting. The public is encouraged to attend the meeting in person to assure full access to the proceedings.*

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:

<https://us02web.zoom.us/j/86843249644>

Or by Telephone: +1 (312) 626-6799

Webinar ID: 868 4324 9644

Press *9 to raise/lower hand. Press *6 to mute/unmute.

1. CALL TO ORDER, ROLL CALL.
2. PUBLIC APPEARANCES.
 - a. This is an opportunity for members of the public to address the Sustainability and Natural Resources Committee for items that are not on the agenda. Please remember this is a hybrid meeting conducted in person and through the Zoom online meeting platform. Meeting attendees wishing to address the Committee about items not on the agenda may do so at this time. Zoom attendees should type their name and address in the Question and Answer feature within the Zoom online meeting platform at this time. Members of the public who are present in person and wish to address the Committee should fill out a public comment form and turn into the meeting chairperson. When you are called upon to speak, state your name, address, and provide your comments to the Committee for their consideration. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to sustainability@mcfarland.wi.us to be included as part of the meeting.

Members of the public may also speak during their selected agenda item as they designate on the public comment form or in the Question and Answer feature on Zoom.
3. APPROVAL OF MINUTES.
 - a. Motion to approve the minutes of the June 9, 2025, Sustainability & Natural Resources Committee meeting.
4. BUSINESS.
 - a. Discussion and action on a recommendation to the Village Board to approve bid documents for the Public Safety Center battery energy storage system.
 - b. Discussion on sustainability planning and initiatives.
5. SCHEDULE NEXT MEETING DATE.
 - a. Monday, September 8, 2025, at 6:00 p.m.
6. ADJOURNMENT.

Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format should contact the McFarland Municipal Center at (608)838-3153, 5915 Milwaukee Street, McFarland, Wisconsin, or village.clerk@mcfarland.wi.us by 2:00 p.m. at least 5 business days prior to the meeting so that any necessary arrangements can be made to accommodate each request. If the meeting or request is less than 5 business days from the meeting, requests for accommodations may still be made and reasonable efforts will be made to accommodate each request.

VILLAGE OF MCFARLAND

Sustainability & Natural Resources Committee Minutes

Monday, June 9, 2025 - 6:00 PM

1. CALL TO ORDER, ROLL CALL.

Trustee Peña called the regular meeting of the Sustainability & Natural Resources Committee to order at 6:00 PM in the Community Room of the Municipal Center. This meeting was also held via Zoom webinar.

Members present: Trustee Peña, Trustee Leamy, Michael Allen, Lori Whitman, Christine Mania, Kaci Coconate

Members not present: Nathan Berg

Staff Present: Community & Economic Development Director Andrew Bremer, Parks Superintendent Sayer Larson, Assistant to the Public Works Director Aimee Irwin

2. PUBLIC APPEARANCES.

- a. *This is an opportunity for members of the public to address the Sustainability and Natural Resources Committee for items that are not on the agenda. Please remember this is a hybrid meeting conducted in person and through the Zoom online meeting platform. Meeting attendees wishing to address the Committee about items not on the agenda may do so at this time. Zoom attendees should type their name and address in the Question and Answer feature within the Zoom online meeting platform at this time. Members of the public who are present in person and wish to address the Committee should fill out a public comment form and turn into the meeting chairperson. When you are called upon to speak, state your name, address, and provide your comments to the Committee for their consideration. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to sustainability@mcfarland.wi.us to be included as part of the meeting.*

Members of the public may also speak during their selected agenda item as they designate on the public comment form or in the Question and Answer feature on Zoom.

None.

3. APPROVAL OF MINUTES.

- a. *Motion to approve the minutes of the April 14, 2025, Sustainability & Natural Resources Committee meeting.*
Motion by Allen, seconded by Whitman, to approve the minutes of the April 14, 2025, Sustainability & Natural Resources Committee meeting. Motion carries 6 - 0 - 0.

4. BUSINESS.

- a. *Discussion and action to make a recommendation to the Village Board regarding adding public electric vehicle charging stations within 2026-2030 Capital Improvement Plan.*
Bremer discussed with committee members the potential of adding electronic vehicle charging stations to the 2026-2030 Capital Improvement Plan. Bremer explained that

the Sustainability Plan of 2021 included the goal of increasing the number of public charging stations and action to provide stations at municipal facilities. Bremer reviewed the enclosed memo which detailed funding and recommended locations. Motion by Trustee Leamy, seconded by Whitman, to recommend to the Village Board the inclusion of public electric vehicle charging stations within the 2026-2030 Capital Improvement Plan for two stations at \$40,000 in 2026. Motion carries 6 - 0 - 0.

b. Discussion and action on a recommendation to the Village Board to submit a Charge Up Dane County grant application.

Bremer reviewed the grant opportunity through Dane County called Charge Up Dane County. Bremer explained the grant offers up to five Level 2 charging stations and includes maintenance and operations support for five years. Bremer stated that the grant application is due Friday, June 13th at 2 pm and, if recommended by the committee, the item will be at the Village Board meeting on Tuesday, June 10th. Motion by Trustee Peña, seconded by Trustee Leamy, to recommend approval to the Village Board submittal of two grant applications for the Charge Up Dane County Grant located at the Public Safety Center, 6001 Broadhead Street, and Bashford Street Parking Lot, 6001 Exchange Street. Motion carries 6 - 0 - 0.

5. SCHEDULE NEXT MEETING DATE.

a. Monday, July 14, 2025, at 6:00 p.m.

6. ADJOURNMENT.

Motion by Trustee Leamy, seconded by Allen, to adjourn at 7:07 pm.

Pursuant to law, written notice of this meeting was given to the public and posted on the public bulletin board in accordance with Open Meetings Law.

Respectfully submitted,
Aimee Irwin
Assistant to the Public Works Director

McFarland
SUMMARY SHEET

MEETING DATE: Monday, August 11, 2025

SECTION: Staff Reports

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action on a recommendation to the Village Board to approve bid documents for the Public Safety Center battery energy storage system.

PREVIOUS ACTION:

January 9, 2023 - S&NR recommended approval to the Village Board for the submittal of two OEI Energy Innovation Grant Program Applications

April 19, 2023 - Staff presented to the Committee, award of grant application by the PSC for Battery Storage and Microgrid technology at the Public Safety Center.

May 8, 2023 - S&NR recommended approval to the Village Board for HGA's proposal design, bid and construction administration services for installation of battery and microgrid at the Public Safety Center.

May 9, 2023 - Village Board approval of HGA contract.

September, 2023 - Grant contract signed with OEI.

February 22, 2024 - S&NR and Village Board project update meeting.

March 11, 2024 - S&NR unanimously recommended approval of the bid documents.

March 26, 2024 - Village Board approval to bid project.

May 1, 2024 - Bid opening

May 28, 2024 - Village Board rejects bids.

July 8, 2024 - S&NR unanimously recommends submitting the proposed grant amendments with a preferred alternative to reallocate the funding to the Community Center.

July 23, 2024 - Village Board approves submitting the proposed grant amendments with a preferred alternative to reallocate the funding to the Community Center.

April 14, 2025 - S&NR recommends to Village Board the existing OEI Grant Agreement for the Public Safety Center.

April 22, 2025 - Village Board approves to amend existing OEI Grant Agreement for the Public Safety Center to an energy storage system-only project.

ISSUE SUMMARY:

The Village Board approved amending the OEI grant agreement for the Public Safety Center to an energy storage system-only (grid-connected battery) project at their April 22, 2025 meeting.

The Village's energy consultant, HGA, has been working on developing the updated construction and bid documents to reflect the revised project scope. Included in the packet is the updated construction drawing and bid document for the battery system. Assuming the project is approved for bidding by the Village Board (assuming August 26th meeting) the Village and HGA will advertise the bid documents shortly thereafter. Similar to the previous



bid announcement, the announcement of the bid will last at least 30 days and run through the month of September. Once the bid period is closed, the S&NR Committee would then meet (tentatively October 13 meeting) to review and recommend the preferred bidder to the Village Board for approval. Alex Harris from HGA will attend the S&NR Committee meeting to review the bid documents. Since the April S&NR and Village Board meetings there have been a couple of new developments that may impact the project in various ways.

- [H.R.1 Federal Budget](#). The 2025 federal budget significantly curtails the availability of clean energy tax credits and deductions, a stark pivot in federal energy policy. Solar, wind, energy efficiency and electric vehicles saw the biggest changes. Fortunately, battery energy storage systems (BESS) were not repealed and remain eligible for Elective Pay (local share only). However, they are subject to new [Foreign Entities of Concern \(FEOC\)](#) regulations which apply to products and materials from China, Iran, North Korea and Russia, but only China is likely to be of impact to renewable energy projects. The new FEOC regulations apply to projects that [commence construction](#) after December 31, 2025.
- **New Wisconsin Commercial Building Codes.** The Wisconsin Supreme Court ruled that it was unconstitutional for the Joint Committee for Review of Administrative Rules (JCRR) to block the adoption of the 2021 International Building Code (IBC). The upgraded commercial building code will take effect September 1; however, the Department of Safety and Professional Services (DPS) will also accept plans submitted under the current (2015) code through the month of September. Starting October 1, all commercial building plans submitted to DPS for approval must meet the standards set in the upgraded code. Refer to [July 30, 2025 DPS Press Release](#). HGA is working with the Village's Commercial Electrical Inspector to determine how the new rules might impact the proposed battery location, battery interconnection and battery shutdown in a utility electrical outage prior to finalizing the bid documents for release.

FINANCIAL/BUDGET IMPACT:

The revised 2025 project budget is \$432,150, which includes a \$250,000 grant from the Office of Energy and Innovation and \$182,150 local share. The project costs roughly breaks down as follows:

- \$177,150 Contractual (includes \$82,000 for HGA design and commissioning services)
- \$250,000 Equipment
- \$5,000 in-kind Village labor for grant administration

VILLAGE PLAN REFERENCE:

2023/2024 Strategic Implementation Plan. Goal B, Action Step VI, Install battery storage at Public Safety Center through OEI grant award for excess power created in solar array.

2021 Sustainability Plan. Includes the goal of achieving 50% of total municipal energy consumed per year generated from renewables by 2030 and 100% by 2040.



ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended motion:

Motion, and second, to recommend to the Village Board approval of bid documents for the Public Safety Center battery energy storage system.

ATTACHMENTS:

1. VoM - PSB Battery Project Manual_90% 8_7_2025
2. VoM - PSB Battery Drawings 90% 4715-004-00 7_15_2025

Village of McFarland

Public Safety Building Microgrid Ready Energy
Storage System

McFarland, Wisconsin

Project Manual

90% Bidding Documents – FOR REVIEW

September 2, 2025

HGA

Hammel, Green and Abrahamson, Inc
333 East Erie Street
Milwaukee, Wisconsin 53202
(414) 278-8200

Commission No. 4715-004-00

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SECTION 000110 TABLE OF CONTENTS

SECTIONS

COVER & TABLE OF CONTENTS

000101 - Cover Page

000110 - Table of Contents

DIVISION 00 — PROCUREMENT AND CONTRACTING REQUIREMENTS

000101 - Project Title Page

001113 - Advertisement for Bids

002113 - Instructions to Bidders

002600 - Procurement Substitution Procedures

CSI Form 1.5C

003000 - Bidder's Proof of Responsibility

003113 - Preliminary Schedules

004113 - Bid Form - Stipulated Sum (Single-Prime Contract)

Village of McFarland Affidavit of Qualifications

004313 - Bid Security Forms

005200 - Agreement Forms

007201 - General Conditions of the Contract

DIVISION 01 — GENERAL REQUIREMENTS

011000 - Summary

012300 - Alternates

012500 - Substitution Procedures

012511 - Substitution Request Form

012600 - Contract Modification Procedures

012900 - Payment Procedures

013100 - Project Management and Coordination

013300 - Submittal Procedures

013310 - Submittal Transmittal Form

014000 - Quality Requirements

014200 - References

015000 - Temporary Facilities and Controls

016000 - Product Requirements

017300 - Execution

017700 - Closeout Procedures

017823 - Operation and Maintenance Data

017839 - Project Record Documents

017900 - Demonstration and Training

DIVISION 26 — ELECTRICAL

260500 - Common Work Results for Electrical

260519.00 - Low-Voltage Electrical Power Conductors and Cables

260523 - Control-Voltage Electrical Power Cables

260526 - Grounding and Bonding for Electrical Systems

260529 - Hangers and Supports for Electrical Systems

260533 - Raceways and Boxes for Electrical Systems

260800 - Commissioning of Electrical

262713.16 - Power Quality Meters

263300 - Battery Performance Requirements

DIVISION 27 — COMMUNICATIONS

270528 - Pathways for Communications Systems

END OF SECTION

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DOCUMENT 000101
PROJECT TITLE PAGE

PROJECT MANUAL

Public Safety Building Microgrid.

Village of McFarland.

6001 Broadhead Street, McFarland, Wisconsin 53558.

Architect/Engineer's Project No. 4715-004-00.

Hammel, Green and Abrahamson, Inc.

333 East Erie Street, Milwaukee, Wisconsin 53202

Phone: (414) 278-8200.

Website: www.HGA.com.

Issued: September 2, 2025

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Acknowledgment: "This material is based upon work supported by the by the Public Service Commission of Wisconsin, Office of Energy Innovation and the Department of Energy, Office of Energy Efficiency and Renewable Energy (EERE), under the State Energy Program Award Number DE-EE0000163."

END OF DOCUMENT

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DOCUMENT 001113
ADVERTISEMENT FOR BIDS

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders may submit bids for project as described in this Document. Submit bids according to the Instructions to Bidders.
- B. Project Identification: Village of McFarland - Public Safety Building Microgrid Ready Energy Storage System .
 - 1. Project Location: 6001 Broadhead Street, McFarland, Wisconsin 53558.
- C. Owner: Village of McFarland.
- D. Architect/Engineer: Hammel, Green and Abrahamson, Inc., 333 East Erie Street, Milwaukee, Wisconsin 53202.
- E. Project Description: Project consists of a microgrid ready battery energy storage system (BESS) at the new Net-Zero Public Safety Center providing grid connected utility cost savings strategies:
 - 1. Project includes the design, procurement, installation and commissioning of a battery energy storage system (BESS).
- F. Construction Contract: Bids will be received for the following Work:
 - 1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: 9/30/2025
 - 2. Bid Time: 10:00 a.m. local time.
 - 3. Location: Village Municipal Center, Conference Room A, 5915 Milwaukee St. McFarland, WI 53558.
 - 4. Mailing Address: PO Box 110, McFarland, WI 53551
- B. Bids will be thereafter publicly opened and read aloud.

1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID MEETING

- A. Prebid Meeting: Upon request, a prebid meeting can be scheduled, held on-site at the Village of McFarland Public Safety Building. Prospective bidders can reach out to schedule a prebid meeting/walkthrough to **Alexander Harris; aharris@hga.com**.
 - 1. Bidders' Questions: HGA will provide responses at Prebid conference to bidders' questions received up to two business days prior to conference.
 - a. Direct bidder questions to: **Alexander Harris; aharris@hga.com**.

1.5 DOCUMENTS

- A. Online Procurement and Contracting Documents: Obtain access after 9/2/2025, through the Village of McFarland website <https://www.mcfarland.wi.us/Bids.aspx> .

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.

1.7 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. Bidders are to meet the qualifications set forth under Village of McFarland Ordinance 23-95, Bidder Qualifications. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

1.8 NOTIFICATION

- A. This Advertisement for Bids document is issued by Andrew Bremer, Community & Economic Development Director, Village of McFarland.

END OF DOCUMENT

DOCUMENT 002113

INSTRUCTIONS TO BIDDERS

1.1 CONTENTS

- A. General Information
- B. Mandatory Pre-bid Conference
- C. Distribution to Prospective Bidders
- D. Bids
- E. Alternate Bids
- F. Acceptable Bidders/Materials
- G. Substitutions
- H. Unit Prices
- I. Bid Guarantee
- J. Contract and Contract Docs.
- K. Withdrawal of Bids
- L. Reservation
- M. Permits and Agency Notification
- N. Inadequacies and Omissions
- O. Employee and Screening Identification
- P. Power of Attorney

1.2 GENERAL INFORMATION

- A. When required by the State or municipality contractors must be licensed in the State of Wisconsin and/or if required licensed in the municipality in which the project is located.
- B. Complete sets of Contract Documents must be used in preparing bids, neither Architect nor Engineers assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- C. Each Bidder shall refer to Table of Contents and read and examine all sections listed therein, all of which are part of the project manual and contain provisions applicable to successful Bidder. He shall also examine all drawings as successful Bidder will be required to do all work belonging to his contract which is either shown on drawings, mentioned in the specifications or reasonably implied as necessary to complete his contract.
- D. Each Bidder shall visit site to become acquainted with adjacent areas; means of approach to the site; conditions of actual job site; and facilities for delivering, storing, placing and handling of materials and equipment. Bidders shall compare specifications and drawings with any work in place and inform themselves of all conditions affecting execution of work, including other work, if any, being performed.
- E. Unless otherwise specifically mentioned in various sections of specifications, base bids upon assumption that work will be performed during regular working hours. Owner requests firm lump sum base bid for work contemplated and as covered by these specifications and accompanying drawings.

- F. Electronic digital data files of the Contract Drawings will be provided by Architect/Engineers for Contractor's use in preparing submittals in PDF format only. CAD files WILL NOT be provided.
- G. Building Materials Sales Tax and Use Tax. Contractors are to follow State Law regarding sales and use tax exemption for the purchase of building materials..

1.3 DISTRIBUTION TO PROSPECTIVE BIDDERS

- A. Instrument of Service (bidding documents) may be obtained in accordance with the Advertisement for Bids.
- B. Electronic versions of the plans and specifications will be available on the Village of McFarland Bid Posting site <https://www.mcfarland.wi.us/Bids.aspx>.
- C. Owner nor the Architect will be providing Hard Copy SETS of drawings for construction use.
- D. It is each Contractor and Sub-Contractor responsibility to review and obtain FULL SETS of construction documents and addendums for bidding and construction purposes. No additional sets of plans and specifications will be issued by the Owner nor the Architect for construction.

1.4 BIDS

- A. Lump sum base bids will be received as indicated in the Advertisement for Bids.
- B. Any amendments to Bid Form or appended thereto or any inclusion of any correspondence, written or printed matter, or details of any nature other than that specifically called for may disqualify bid. No telegraphic alterations to the bid will be accepted. No phone bids or fax (facsimile) bids will be accepted.
- C. Building Materials Sales Tax and Use Tax:

Contractors are to follow State Law regarding sales and use tax exemption for the purchase of building materials.

Village of McFarland is an exempt entity for sales tax purposes pursuant to §77.54(9a)(b), Wis. Stats. and materials purchased by contractors for incorporation into any Village of McFarland facility (other than roads, highways or streets) under a contract with the Village of McFarland are similarly exempt from the imposition of sales taxes pursuant to §77.54(9m), Wis. Stats. Bids should NOT include sales tax on exempt materials or other tangible personal property which will become components of the facility. A copy of the Village of McFarland Certificate of Tax Exempt Status (CES) will be provided to the successful bidder at the time of contracting for use in documenting tax-exempt purchases. The Contractors shall include any other (non-exempted) taxes, if applicable with the bid.

- D. Contracts will be awarded on the basis of base bid and qualifications of bidder.
- E. Completing Bid Form: Bid Form shall be filled out by typing or writing in ink and signing in ink. Erasures or other changes in bid must be explained or noted over signature of Bidder. Bid Form containing any conditions, omissions, unexplained erasures or alterations, or items not called for in proposal or irregularities of any kind may disqualify bid. Bid amount shall be entered in both written words and printed figures in space provided on Bid Form and, in case of conflict, amount given in written words will control. Bidder is to comply with Village Ordinance 23-95 and is to complete and submit Affidavit of Qualifications with Bid Form.
- F. Bidders shall not add any conditions or qualifying statements to the proposal or otherwise the proposal may be declared irregular as being not responsible to the Advertisement for Bids.
- G. All Contractors bidding as Prime Contractors shall obtain bid documents and Bid Form per the Advertisement for Bids.

- H. Requirements of Signing: Each bid must include full business address of Bidder. Bids by corporation should be executed in full legal name of the corporation, giving state of incorporation, and be signed by an authorized officer or officers who shall, in each case, type or print his name and corporation title beneath his signature. Corporate bids should be sealed with the corporate seal and attested by the corporate secretary. Partnership bids should state the full names of all partners, e.g., "Smith and Jones, a partnership of John S. Smith and William R. Jones". Such bids must also be signed by an authorized partner or other representative, typing or printing the name of the signer and his title beneath the signature. Individual bids shall be submitted over the usual signature of the Bidder, with his name typed or printed beneath the signature followed by the words "Sole Proprietor". When requested by Owner, satisfactory evidence of agency or authority of any person signing on behalf of another must be furnished.
- I. Submission: Submit bid in sealed envelope. Contractor shall write on envelope the following information: Project name and number, indicate work covered by bid, and Bidder's name and address. Bids will be received and opened in accordance with the Advertisement for Bids.
- J. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

1.5 ALTERNATE BIDS

- A. Each Bidder shall carefully read requests for alternate bids and thoroughly examine the plans and specifications to determine to what extent the various changes and conditions will affect his bid. Base bid may be considered informal unless the requested alternate bids are also submitted in the spaces provided in the Bid Form.
- B. Bidders shall state the amount to be added to or deducted from the base bid for making the changes, including all incidentals, omissions, additions and adjustments as may be necessary or required by such changes.

1.6 ACCEPTABLE BIDDERS/MATERIALS

- A. Materials are specified in the following ways:
 - 1. Where material is listed by manufacturer and trade name, with no qualifying statement, such material shall be furnished without substitution.
 - 2. Where more than one material or manufacturer is named, Bidder has option of selecting any one of the manufacturers or materials named.
 - 3. Where material is listed by description or by ASTM or Fed. Spec. numbers, any product meeting or exceeding requirements of such specification will be acceptable.
- B. Buy American Provisions (ARRA Requirements)
 - 1. This project is funded through the Energy Innovation Grant Program (EIGP) which is Federally funded by U. S. Department of Energy (DOE) using 2009 American Recovery and Reinvestment Act ("ARRA" or "Recovery Act") funds.
 - 2. Products and materials furnished as part of this project are subject to the Buy American Provisions in the ARRA as maintained by the DOE.
 - 3. Section 1605 of the Recovery Act prohibits use of recovery funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
 - 4. Per DOE guidance, Buy American waivers associated with ARRA funding are not being accepted or processed.
 - 5. Project is subject to Davis Bacon Act wage and labor provisions and reporting requirements.
 - 6. See DOE "Buy American Desk Guide" for more details.
https://www.energy.gov/sites/prod/files/2016/07/f33/buy_american_desk_guide.pdf

1.7 SUBSTITUTIONS

- A. The materials, products and equipment described in the Bidding Documents establish a standard of function, dimension, appearance and quality to be met by any proposed substitution.

- B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten (10) days prior to the bid date. Requests shall include the name of the material and/or equipment which it is to be substituted for and a complete description of the proposed material and/or equipment including drawings, performance and test data, and other information necessary for an evaluation. Include a statement stating changes in other materials, equipment or portions of the work, including changes in the work of other contracts that incorporation of the proposed substitution would require. The burden of proof of the proposed substitution is upon the requester. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
 - 1. See Specification Section 002600 - Procurement Substitution Procedures.
 - 2. See Specification Section 002600 Attachment - Substitution Request form.
 - 3. See Specification Section 012500 - Substitution Procedures for additional information.
- C. If the Architect approves a proposed substitution prior to receipt of Bids, approval will be set forth in writing through an Addendum. Bidders shall not rely upon approvals made in any other manner.
- D. No substitutions will be considered after the Bid Date.

1.8 BID GUARANTEE

- A. A certified check, a cashier's check or a bid bond payable to the Owner in an amount not less than 5% of maximum bid shall accompany each bid as guarantee that if bid is accepted, the Bidder will file proposed contract and bond within ten days after being notified of acceptance of bid. Company executing bid bond must be licensed to do business in Wisconsin. Certified check or cashier's check shall be made payable to the Owner.
- B. If successful Bidder so files contract and bond, check will be returned to him. The successful Bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten days after he has received notice of the acceptance of his bid shall either, at Owner's option, forfeit to the Owner as liquidated damages for such failure or refusal the security deposited with his bid, it being agreed that the actual damages would be difficult to ascertain, or be liable for any loss or damage done to the Owner arising out of delay and the necessity of reletting or of reconstructing the work, including the excess of price obtained by such reletting over the Contractor's accepted bid.
- C. All check deposits, except those of the three lowest Bidders, will be returned to their makers within ten days after bid opening.
- D. Certified check deposits of three lowest Bidders will be returned immediately upon signing of contract and bond by successful Bidder.

1.9 CONTRACT AND CONTRACT DOCUMENTS

- A. The successful Bidder will be required to enter into the A.I.A. DOCUMENT A101– 2017 Standard Form of Agreement Between Owner and Contractor. Bidders are requested to familiarize themselves with conditions therein and in A.I.A. Document A201, General Conditions.
- B. See General Conditions of the Contract for Construction, subparagraph 1.1.1, for definition of contract documents.
- C. Contract will be awarded on basis of base bid, qualifications of bidder and accepted alternate bids only.
- D. In the bidding process, the Contractor shall assume the same quality and level of detail and finish in areas of the building not specifically shown or detailed.
- E. The Contractor shall provide a complete and functional building and building system whether or not fully specified or detailed. When questions arise during construction relating to the items not detailed on the architectural or engineering drawings, the Contractor shall submit a drawing or statement illustration of what the Contractor had anticipated in their bid for this particular detail. The illustration shall be submitted to the Architect for review.

- F. Overhead and Profit Allowance: The maximum allowable markup on a Change Order proposal for overhead and profit shall not exceed 15 percent on the combined work of the prime and subcontractors. On that portion of the Work done under subcontract, the markup by the Prime Contractor shall not exceed 7 percent.

1.10 WITHDRAWAL OF BIDS

- A. Bids may be withdrawn on written request received from Bidders prior to time fixed for opening. Negligence on part of Bidder in preparing bid confers no right for withdrawal of bid after it has been opened. Withdrawn bids will be returned unopened.
- B. All bids shall be effective and open for acceptance for period of 60 days after date set for opening of bids.

1.11 RESERVATION

- A. The Owner reserves the right to reject any or all bids or to waive any irregularities in any bid or to accept any bid which will be to the best interests of Owner. Owner also reserves unrestricted privilege to reject any unit prices for additions to or deductions from scheduled amount of work as attached to the bid if they are considered excessive or unreasonable; or to accept, by including same in contract, any or all of such unit prices which may be considered fair and reasonable. The application of unit prices to add to or deduct from scheduled amount of work shall apply without limit.

1.12 INADEQUACIES AND OMISSIONS

- A. No oral explanation in regard to meaning of drawings and specifications will be made and no oral instructions will be given before award of contract. Bidders shall bring discrepancies, omissions, conflicts or doubt as to true meaning of any part of contract documents to attention of Architect by email only at least ten (10) working days before due date for bids. Prompt clarification will immediately be supplied to Bidders by addendum and receipt of each addendum shall be acknowledged on the Bid Form by each Bidder. All addenda so issued shall become part of contract documents.
- B. Neither Owner nor Architect will be responsible for oral instructions.

1.13 EMPLOYEE AND SCREENING IDENTIFICATION

- A. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- B. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
1. Maintain list of approved screened personnel with Owner's representative.

1.14 POWER OF ATTORNEY

- A. There must be submitted with each bid or contract bond executed by an attorney-in-fact, a certified and effectively dated copy of his power of attorney. Where the certification is by facsimile or otherwise does not bear an original signature, the Bidder's bonding company must be qualified for recognition under facsimile execution.

END OF DOCUMENT

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DOCUMENT 002600

PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

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

1.2 QUALITY ASSURANCE

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

1.3 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
 - 1. Extensive revisions to the Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
 - 3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to Architect and Contractor. Procurement Substitution Request must be made in writing by prime contract Bidder only in compliance with the following requirements:
 - 1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening.
 - 2. Submittal Format: Submit one copy of each written Procurement Substitution Request, using CSI Substitution Request Form 1.5C.
 - a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
 - b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
 - 1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
 - 2) Copies of current, independent third-party test data of salient product or system characteristics.
 - 3) Samples where applicable or when requested by Architect.

- 4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - 5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - 6) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
 - 7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
- c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
 - d. Contractors are required to provide documented certification ("letter of compliance") from the vendor, distributor, supplier, or manufacturer verifying that the product was manufactured domestically (see Buy American Provisions in specifications).
 - e. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.
- B. Architect's Action:
1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.
- C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT

SUBSTITUTION REQUEST

(During the Bidding/Negotiating Phase)



PROJECT: _____ SUBSTITUTION REQUEST NUMBER: _____

FROM: _____

TO: _____ DATE: _____

A/E PROJECT NUMBER: _____

RE: _____ CONTRACT FOR: _____

SPECIFICATION TITLE: _____ DESCRIPTION: _____

SECTION: _____ PAGE: _____ ARTICLE/PARAGRAPH: _____

PROPOSED SUBSTITUTION: _____

MANUFACTURER: _____ ADDRESS: _____ PHONE: _____

TRADE NAME: _____ MODEL NO.: _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

SUBMITTED BY: _____

SIGNED BY: _____

FIRM: _____

ADDRESS: _____

TELEPHONE: _____

A/E's REVIEW AND RECOMMENDATION:

- ☐ Approve Substitution—Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- ☐ Approve Substitution as noted—Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- ☐ Reject Substitution—Use specified materials.
- ☐ Substitution Request received too late—Use specified materials.

SIGNED BY: _____ DATE: _____

SUPPORTING DATA ATTACHED: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

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BIDDER'S PROOF OF RESPONSIBILITY

-Confidential to the Extent Permitted by Laws and Regulations-

The Bidder's Proof of Responsibility must be filed with the Owner five days prior to the bid deadline. The Bidder must submit this statement, full and complete, sworn to before an officer authorized to administer oaths.

The purpose of this document is to enable the Owner to decide if the bidder has the financial ability, the equipment and the experience to perform the contract in a manner consistent with protection of the Owner's and the general welfare. It is not intended to discourage beginning contractors nor to make it difficult for qualified contractors to bid.

The Owner reserves the right to require additional information before awarding the contract in order to determine a prospective contractor's qualifications for the project. If the Owner determines that the answers to the questionnaire and the financial statement are insufficient or demonstrate that the bidder is not qualified the Owner may reject the bid.

Statement of Bidder's Qualifications

1. Name of Bidder _____
2. Bidder's address _____

3. Contact person _____
4. Telephone number _____
5. When organized _____
6. When incorporated _____
(if Sole Proprietorship or Partnership, so indicate)
7. Years in business under present name _____
8. Licenses (type and license number) _____
9. Certifications (check those that apply):
 - a. Disadvantaged Business Enterprise _____
 - b. Minority Business Enterprise _____
 - c. Woman-Owned Business Enterprise _____
 - d. Small Business Enterprise _____
10. Contracts on hand
(Attach a list of present uncompleted contracts, a schedule of their completion dates, % completed as of this date, and gross amount of each contract.)

11. General character of work typically performed by your firm _____

12. Has your firm or a firm for which a corporate officer of your firm was working ever defaulted on a contract or failed to complete any work awarded it?
Yes _____ No _____
(If yes, attach a statement setting forth when this occurred, where and why.)
13. Are there any judgments, claims, disputes or litigation pending or outstanding against your firm? Yes _____ No _____
(If yes, attach a statement setting forth when this occurred, where and why.)
14. Attach a list of major equipment now owned or leased full-time by your firm.
15. Attach a list of principal employees of your firm, including the officers, and a short resume of the background and experience of these principal employees.
16. Attach a list of credit references, showing credit available. Banks or other financial institutions are preferred references.
17. Financial statement:
Condition at the close of business on _____, 20 _____.
Assets:
a. Cash _____
b. Accounts receivable _____
c. Work in progress _____
d. Real estate equity _____
e. Materials in stock _____
f. Book value of equipment _____
g. Book value of furniture and fixtures _____
h. Other assets _____
Liabilities:
a. Accounts, notes and interest payable _____
b. Other liabilities _____

Net Worth:

(A standard financial statement may be submitted, if desired.)

Date at _____ this _____ day of 20 ____

Name of Organization _____

By _____

Title _____

State of _____, County of _____,

hereby certifies that the answers to all the foregoing questions and the other information provided are true and correct.

(signature)

Subscribed and sworn to before me this _____ day of _____, 20 ____

Notary Public

City/Village _____ County _____

My commission expires on _____

(Attachments consist of _____ sheets.)

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**DOCUMENT 003113
PRELIMINARY SCHEDULES**

1.1 PROJECT SCHEDULE

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but do not affect Contract Time requirements. This Document and its attachments are not part of the Contract Documents.
- B. Available Project information includes the following:
1. Project Schedule.
- C. Project schedule including design and construction milestones are as follows:

Documents, Bidding and Contract:

Bid Documents Issued	Tuesday, September 2 nd , 2025
Bidder's Proof of Responsibility Due	Friday, September 26 th , 2025
Affidavit of Qualifications Due	Friday, September 26 th , 2025
Bid Opening	Tuesday, September 30 th , 2025, 10:00AM
Village Board Approved	Tuesday, October 14 th , 2025

Proposed Construction Milestones:

Building Permit Issuance	Monday, December 8 th , 2025
Proposed Start of Construction	Monday, March 2 nd , 2026
Proposed Completion of Construction	Friday, April 3 rd , 2026

END OF DOCUMENT

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DOCUMENT 004113
BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Public Safety Building Microgrid.
- C. Project Location: 6001 Broadhead Street, McFarland, Wisconsin 53558.
- D. Owner: Village of McFarland.
- E. Architect/Engineer: Hammel, Green and Abrahamson, Inc., 333 East Erie Street, Milwaukee, Wisconsin 53202.
- F. Architect Project Number: 4715-004-00.

1.2 CERTIFICATIONS AND BASE BID (MICROGRID)

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Hammel, Green and Abrahamson, Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____ Dollars (\$_____).
2. The above amount may be modified by amounts indicated by the Bidder on the below "Alternate Bids" article.

All trades not included below.....Dollars (\$_____).

Electrical.....Dollars (\$_____).

BESS Equipment Cost.....Dollars (\$_____).

1.3 MUNICIPAL CODE BIDDER QUALIFICATIONS

- A. The undersigned Bidder, has carefully examined the Village of McFarland Municipal Code 23-95 "Bidder Qualifications" in its entirety. In addition, complete the Village of McFarland Affidavit of Qualifications form following this section and submit with Bid Form.
1. Village Municipal Code Path: Village of McFarland : Municipal Code (municipalcodeonline.com)

1.4 ALTERNATE BIDS

- A. Refer to Section 012300 "Alternates" for full descriptions.
- B. Alternate Bid No. 1 - **Grid Connected BESS (125 kW)** - State the addition to/deduction from the base bid (75 kW BESS) to achieve a grid connected BESS.
- ADD / DEDUCT _____ Dollars (\$_____).

1.5 SALES AND USE TAX

- A. Contractors are to follow State Law regarding sales and use tax exemption for the purchase of building materials.

B. The Village of McFarland is an exempt entity for sales tax purposes pursuant to §77.54(9a)(b), Wis. Stats. and materials purchased by contractors for incorporation into any Village of McFarland facility (other than roads, highways or streets) under a contract with the Village of McFarland are similarly exempt from the imposition of sales taxes pursuant to §77.54(9m), Wis. Stats. Bids should not include sales tax on exempt materials or other tangible personal property which will become components of the facility. A copy of the Village of McFarland Certificate of Tax Exempt Status (CES) will be provided to the successful bidder at the time of contracting for use in documenting tax-exempt purchases.

1.6 BID GUARANTEE

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

1. _____ Dollars (\$_____).

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

1.7 PRODUCTS, SUBCONTRACTORS AND SUPPLIERS

A. The bidder shall submit as part of their bid itemized product manufacturers, model numbers, capacities, locations, and quantities of products that are proposed for the major equipment (BESS, inverter, microgrid controller).

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

C. List the various portions of the work and the names and business addresses of the subcontractors and major material suppliers proposed to perform work, furnish materials or render service on or about the project. Subcontractors with subcontracts of \$5,000 or less need not be listed. Work for which a subcontractor is not listed will be performed by this Contractor. Submit Affidavit of Qualifications from each subcontractor. Subcontractors not meeting the qualifications established by Sec. 23-95 of the McFarland Municipal Code as evidenced by the affidavit will be rejected.

CLASS OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

1.8 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 200 calendar days.

1.9 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____.

1.10 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).

1.11 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Wisconsin, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.12 REJECTION OF BIDS

- A. The Owner reserves the right to accept or reject any or all of the above proposals.

1.13 SUBMISSION OF BID

- A. Respectfully submitted this ____ day of _____, 2025.
- B. Submitted By: _____ (Name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).
- F. Witnessed By: _____ (Handwritten signature).
- G. Attest: _____ (Handwritten signature).
- H. By: _____ (Type or print name).
- I. Title: _____ (Corporate Secretary or Assistant Secretary).
- J. Street Address: _____.
- K. City, State, Zip: _____.
- L. Phone: _____.

M. License No.:_____.

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

END OF DOCUMENT

**VILLAGE OF MCFARLAND
AFFIDAVIT OF QUALIFICATIONS**

_____, (“Affiant”), a duly authorized representative of _____, a potential contractor or subcontractor (hereinafter the “Contractor”), on a project for the Village of McFarland, swears on behalf of said Contractor, under oath and penalty of perjury, as follows:

1. Contractor’s permanent place of business is located at:

2. The Contractor is authorized or registered to transact business in the state by the Department of Financial Institutions in compliance with Wis. Stat. chs. 178, 179, 180, 181, or 183.

3. Neither the Contractor, nor agent, partner or officer of the Contractor, nor any employee who will perform any work on the project, is debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of federal, state or local government.

4. The Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).

5. The Contractor has general liability, workers’ compensation, unemployment, and automobile insurance at levels sufficient to protect the Village including those liability coverage limits specified in the contract documents.

6. The Contractor has complied with all provisions of Wisconsin prevailing wage law and federal Davis-Bacon related Acts, and all rules and regulations therein, for projects undertaken by the Contractor that are covered by these laws, for the past five (5) years.

7. The Contractor has _____ employees. The Contractor (does / does not) [STRIKE ONE] participant in an Apprenticeship program.

8. The Contractor has a written substance abuse prevention program meeting the requirements of Wis. Stat. § 103.503. As required by Wis. Stat. § 103.503, all employees are subject to drug and alcohol testing before commencing work on the public works project, except that testing of an employee before commencing work on a project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commences work on the public construction project.

9. Affiant represents and warrants that all employees who will perform work on the project are properly classified as employees or independent contractors under all applicable state and federal laws.

10. The Contractor (has / has not) [STRIKE ONE] been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, including but not limited to, classification of employees, unemployment insurance, or discrimination. Copies of any investigation, order or judgment are attached. [STRIKE IF NOT APPLICABLE]

11. The Contractor's employees who will perform work on the project are:

- a. Covered under a current workers' compensation policy; and
- b. Properly classified under such policy.

12. The Contractor is in compliance with all applicable requirements of the federal Affordable Care Act.

13. The Contractor possesses all applicable professional and trade licenses required for performing the public works.

14. The Contractor has adequate financial resources to complete the public construction contract, as well as all other work the bidder is presently under contract to complete.

15. The Contractor is bondable for the terms of the proposed public construction contract.

16. The Contractor has satisfactorily completing the following five projects of similar size and complexity to the proposed public construction project within the last five years.

a. Project 1:

b. Project 2:

c. Project 3:

d. Project 4:

e. Project 5:

17. The Contractor has, and diligently maintains, a written safety program.

18. The Contractor has not been determined to have committed a Serious, Willful or Repeated violation (as defined by OSHA) of OSHA safety standards in the last 10 years.

19. The person signing below has the authority to sign on behalf of, and bind, the Contractor.

20. The Contractor understands that failing to submit the required affidavit, or providing incorrect, false, or misleading information, shall automatically disqualify the Contractor from be awarded the public construction contract and/or performing work on the project.

Project: _____

Signature: _____

Date: _____

Name: _____

Title: _____

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**DOCUMENT 004313
BID SECURITY FORMS**

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A310-2010 "Bid Bond" is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; <https://www.aiacontracts.org/>; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT

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DOCUMENT 005200 AGREEMENT FORMS

1.1 FORM OF AGREEMENT

- A. The following form of Owner/Contractor Agreement shall be used for the Project:
 - 1. AIA Document A101-2017 "Standard Form of Agreement between Owner and Contractor Where the Basis of Payment is a Stipulated Sum", as attached hereto.

END OF SECTION

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

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

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

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

The Owner and Contractor agree as follows.

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.

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

Init.

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AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:47:49 ET on 03/25/2024 under Order No.4104242979 which expires on 06/05/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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

Init.

/

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

[] By the following date:

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

Portion of Work

Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item

Price

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

Item

Price

Conditions for Acceptance

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

Item

Price

§ 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

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

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

§ 8.3 The Contractor’s representative:

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

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
--------	-------	------

- .6 Specifications

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

- .7 Addenda, if any:

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

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

- .8 Other Exhibits:

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

Init.

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

[] The Sustainability Plan:

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

[] Supplementary and other Conditions of the Contract:

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

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

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:47:49 ET on 03/25/2024.

There are no differences.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jadda Steiner, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:47:49 ET on 03/25/2024 under Order No. 4104242979 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year
(In words, indicate day, month and year.)

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

THE OWNER:
(Name, legal status and address)

THE CONTRACTOR:
(Name, legal status and address)

TABLE OF ARTICLES

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

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. 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 document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.3 Required Property Insurance

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

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

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

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

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

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

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

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.

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

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

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

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User Notes:

(962098482)

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

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

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

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

§ A.3.2.2 Commercial General Liability

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

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

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

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

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

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

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

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

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

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

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

Coverage

Limits

Init.

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§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:49:12 ET on 03/25/2024.

There are no differences.

DOCUMENT 007200
GENERAL CONDITIONS OF THE CONTRACT

1.1 GENERAL CONDITIONS

- A. *The following form of the General Conditions shall be used for the Project:*
1. The General Conditions for Project are AIA Document A201-2017 "General Conditions of the Contract for Construction."
 - a. The General Conditions are included in the Project Manual.
 - b. The Supplementary Conditions for Project are separately prepared and included in the Project Manual.

END OF SECTION

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

TABLE OF ARTICLES

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

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors
and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7,
9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2,
7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3,
11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the
Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction
Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3,
15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2,
12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate
Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance,
Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**,
10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2

Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,
15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of
1.1.4
 Project Representatives
 4.2.10
Property Insurance
 10.2.5, **11.2**
Proposal Requirements
 1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
 Regulations and Laws
 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
 Rejection of Work
 4.2.6, 12.2.1
 Releases and Waivers of Liens
 9.3.1, 9.10.2
 Representations
 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
 Representatives
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
 Responsibility for Those Performing the Work
 3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
 Retainage
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
3.2, 3.12.7, 6.1.3
 Review of Contractor's Submittals by Owner and
 Architect
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
 Review of Shop Drawings, Product Data and Samples
 by Contractor
 3.12
Rights and Remedies
 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
 Rules and Notices for Arbitration
 15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
 3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
 3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
 Schedules, Construction
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
 3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
 Site Inspections
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
 Site Visits, Architect's
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
 Special Inspections and Testing
 4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
 1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
 Statute of Limitations
 15.1.2, 15.4.1.1
 Stopping the Work
 2.2.2, 2.4, 9.7, 10.3, 14.1
 Stored Materials
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
 Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
 Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
 9.9.1, 9.10.2, 9.10.3
 Submittal Schedule
 3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
 6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,
 15.1.2
Substantial Completion, Definition of
9.8.1
 Substitution of Subcontractors
 5.2.3, 5.2.4
 Substitution of Architect
 2.3.3
 Substitutions of Materials
 3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

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

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

Init.

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User Notes:

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

Additions and Deletions Report for AIA® Document A201® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:48:15 ET on 03/25/2024.

There are no differences.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jadda Steiner, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:48:15 ET on 03/25/2024 under Order No. 4104242979 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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SECTION 011000 SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Building materials sales tax and use tax.
3. Work covered by Contract Documents.
4. Contractor's use of site and premises.
5. Work restrictions.
6. Specification and Drawing conventions.
7. Electronic Files.

1.2 PROJECT INFORMATION

A. Project Identification: Village of McFarland - Public Safety Building Microgrid Ready Energy Storage System.

1. Project Location: 6001 Broadhead Street, McFarland, Wisconsin 53558.

B. Owner: Village of McFarland.

C. Architect/Engineer: Hammel, Green and Abrahamson, Inc., 333 East Erie Street, Milwaukee, Wisconsin 53202.

1. The terms "Architect" and "Engineer" are synonymous within this Project Manual.

1.3 BUILDING MATERIALS SALES TAX AND USE TAX

A. Contractors are to follow State Law regarding sales and use tax exemption for the purchase of building materials.

B. The Village of McFarland is an exempt entity for sales tax purposes pursuant to §77.54(9a)(b), Wis. Stats. And materials purchased by contractors for incorporation into any Village of McFarland facility (other than roads, highways or streets) under a contract with the Village of McFarland are similarly exempt from the imposition of sales taxes pursuant to §77.54(9m), Wis. Stats. Bids should not include sales tax on exempt materials or other tangible personal property which will become components of the facility. A copy of the Village of McFarland Certificate of Tax Exempt Status (CES) will be provided to the successful bidder at the time of contracting for use in documenting tax-exempt purchases.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

1. The project consists of a a microgrid ready battery energy storage system (BESS) at the new Net-Zero Public Safety Center providing grid connected utility cost savings strategies. Project includes the design, procurement, installation and commissioning of a battery energy storage system (BESS)and other Work indicated in the Contract Documents.

B. Type of Contract: Project will be constructed under a single prime contract.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

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

B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy Project site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to between 7:30 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
 1. The Village of McFarland Public Safety Building will be a fully occupied/operational Police and Fire Station during the period of construction. Disruptive construction activities (electric utility outages) will need to be carefully coordinated with owner.
 2. Weekend Hours: Limit work to between 7:30 a.m. to 5:00 p.m.
 3. Early Morning Hours: As directed by Owner and complying with regulations of authorities having jurisdiction.
 4. Work in Existing Building: As directed by Owner and complying with regulations of authorities having jurisdiction.
 5. Hours for Utility Shutdowns: As directed by Owner and complying with regulations of authorities having jurisdiction.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:
 1. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
 1. Notify Architect and Owner not less than two days in advance of proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.

- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 - 1. Maintain list of approved screened personnel with Owner's representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 - 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 - 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
 - 3. Material ID's: Materials and products are identified by reference Material ID's referencing Specification Section numbers found in this Project Manual.
- E. Days: Number of days called out in shall mean working days (i.e. not including weekends and holidays) unless noted otherwise.

1.9 ELECTRONIC FILES

- A. Upon request, one copy of electronic files in Architect's current file format, including applicable layers, for each issue (bid packages, construction packages, addenda, etc.) will be provided via e-mail, CD, or website posting at Architect's option to General Contractor at no charge for:
 - 1. Lighting plans
 - 2. Signal/System plans
 - 3. Power plans.
- B. Additional documents not listed or additional copies of electronic files are available upon request with advance payment of applicable fee(s) and subject to conditions of use. Contact Architect for schedules of fees and additional details about conditions. Subcontractors and others can obtain copies of electronic files from General Contractor.
- C. Electronic files and information therein are instruments of service and works in progress created for this Project and not to be used for other projects, additions to this project or completion of this Project by others.

- D. Signed and sealed original hard copy Drawings, Specifications and other documents as defined by General Conditions are Contract Documents. Electronic files are not Contract Documents and may be subject to manipulation beyond Architect's control. Therefore, Architect cannot verify that electronic files accurately or completely reflect Contract Documents, actual construction or field conditions. Each user of electronic files must determine accuracy, completeness and suitability for its intended use.
- E. Electronic files are subject to discrepancies as a result of numerous factors including but not limited to transmission and translation errors resulting from differences in software, hardware and other equipment related problems, disc or server malfunctions, data corruption during transmission through website or email and user error. Neither Architect nor Owner shall be responsible for such discrepancies.
- F. Architect makes no representation regarding accuracy, completeness or permanence of electronic files. Changes to Contract Documents may not be incorporated into electronic files including without limitation, Addenda information or revisions made after date indicated on electronic files.
- G. By accepting electronic files, user covenants not to sue, and agrees to indemnify and hold harmless Architect and Owner from costs (including attorneys' fees), claims or causes of action be it tort, breach of contract or otherwise that result from the use of electronic files, and waives claims for consequential and/or liquidated damages against Architect and Owner.
- H. Architect and Owner provide no warranties, express or implied with respect to electronic files, including but not limited to, Spearin type warranties, warranties of merchantability and/or fitness for a particular purpose.
- I. Use of electronic files provided by Architect does not obviate Contractor, subcontractor/installer or supplier from responsibility for proper checking and coordination of dimensions, details, member sizes, quantities and other requirements to facilitate complete and accurate fabrication, installation and completion of Work.
- J. Providing electronic files by Architect is not to be construed to be in derogation of reserved or intellectual property rights.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 012300 ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Alternates.

1.2 DEFINITIONS

- A. Alternate: Amount proposed by bidders and stated on Bid Form for certain work defined in bidding requirements that may be added to or deducted from Base Bid amount if Owner decides to accept corresponding change either in amount of construction to be completed or in products, materials, equipment, systems, or installation methods described in Contract Documents.
 - 1. Cost or credit for each alternate is net addition to or deduction from Contract Sum to incorporate alternate into Work. No other adjustments are made to Contract Sum.

1.3 PROCEDURES

- A. Refer to Schedule of Alternates at the end of this Section.
 - 1. Alternate descriptions are general only and are not intended to be complete tabulation of Work which may be affected by alternate.
 - 2. Refer to related Drawings and Specifications for detailed requirements for each alternate.
- B. Carefully examine Contract Documents and determine extent of Work of each Alternate, including:
 - 1. Alternate-related work as indicated in Contract Documents.
 - 2. Coordination of work of all trades affected by Alternate.
 - 3. Adjustments to or revisions to other work as necessary to completely integrate work of Alternate.
 - 4. Miscellaneous devices, accessories and other items incidental to or required for a complete installation of alternate, whether or not indicated as part of alternate.
- C. Submit price for each Alternate listed on Bid Form.
 - 1. State dollar amount to be added to or deducted from Base Bid, or indicate "No Change" in Base Bid sum.
 - 2. Alternate prices shall not increase by change in material prices, wage rates, or other escalatory factors.
 - 3. Alternate prices are all-inclusive, and include labor, materials, supervision, tools, equipment, taxes, overhead and profit.
- D. Owner reserves the following Rights:
 - 1. To reject Alternates.
 - 2. To accept Alternates regardless of order or combination.
 - 3. To determine low bidder based on the sum of Base Bid and accepted Alternates.
 - 4. To delay decisions on Alternates and to accept or reject Alternates within 60 days after bid date, unless longer Alternate time frames are indicated.
- E. Notification: Immediately following award of Contract, notify each party involved, in writing, of status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration.
 - 1. Include complete description of negotiated modifications to alternates, if applicable..
- F. Execution: Execute accepted alternates under the same conditions as other Work of the Contract.
 - 1. In executing Base Bid Work, make provisions for future completion of alternates where indicated in the Contract Documents.

1.4 SCHEDULE OF ALTERNATES

Alternate No. 1: Grid Connected BESS (125 kW peak power)

Base Bid: Grid connected battery energy storage system (BESS) that works with existing solar PV system for utility savings. See drawings E030, E051, and E060 (grid connected SOO) for locations, electrical plan, one-line diagram, and details. Basis of design BESS is a 125 kW-hr (75kW) battery and bi-directional inverter nominal size.[No action.]

Alternate: Grid connected battery energy storage system (BESS) that works with existing solar PV system for utility savings. See drawings E030, E051, and E060 (grid connected SOO) for locations, electrical plan, one-line diagram, and details. Basis of design BESS is a **250 kW-hr (125kW)** battery and bi-directional inverter nominal size.

See: Sheet E030, E051, E060; Section 263300

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 012500 SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

1.2 DEFINITIONS

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

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use Substitution Request Form attached to this Section.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 - 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
- b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

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

1.5 PROCEDURES

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

1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
- B. Substitutions for Convenience:
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.
 - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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DOCUMENT 012511
SUBSTITUTION REQUEST FORM

To: Hammel Green and Abrahamson, Inc.
Attn: Submittals Coordinator
333 East Erie Street
Milwaukee, Wisconsin 53202

Owner: Village of McFarland
Project: Public Safety Building Battery

HGA No.: 4715-004-00

From: _____
Address: _____

Contact: _____
Email: _____
Phone: _____

Submittal Date: _____
Previous Date: _____

PROPOSED SUBSTITUTION

Specification Section, Article, Paragraph: _____
Applicable Drawing & Details: _____
In Lieu Of: _____
Product/Model: _____
Manufacturer: _____

REASON FOR SUBSTITUTION REQUEST

☐ Substitution for Cause per Section 012500. Explain: _____

☐ Substitution for Convenience per Section 012500. Explain: _____

EFFECTS OF PROPOSED SUBSTITUTION

Does substitution affect dimensions indicated on Drawings?
☐ NO ☐ YES Explain: _____
Does substitution affect Work of other Sections?
☐ NO ☐ YES Explain: _____
Does substitution require modifications to design, changes to Drawings, or revisions to specifications to be incorporated into the Project?
☐ NO ☐ YES Explain: _____

CONTRACTOR'S / BIDDER'S REPRESENTATION

Undersigned accepts responsibility for coordination of proposed substitution and accepts all additional costs resulting from the incorporation of proposed substitution into the Project per Section 016210.

Subcontractor: _____

Signature: _____

Date: _____

Contractor: _____

Signature: _____

Date: _____

ARCHITECT/ENGINEER'S REVIEW

Review Date: _____

Reviewer Name: _____

- ☐ Accepted
☐ Not Accepted
☐ No Action Required
☐ Incomplete Submission
☐ Late Submission

SECTION 012600 CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Proposal Request Form: Use form acceptable to Architect.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Contractor will issue a Change Order for signatures of Owner on AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 012900 PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

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

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than **seven** days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Arrange schedule of values consistent with format of AIA Document G703.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
 - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
 - 4. Temporary Facilities: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.

3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Email a pdf of the signed and notarized copies of each Application for Payment to Architect.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 017700 "Closeout Procedures."
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Certification of completion of final punch list items.
 3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 4. Updated final statement, accounting for final changes to the Contract Sum.
 5. AIA Document G706.
 6. Evidence that claims have been settled.

7. Proof that taxes, fees, and similar obligations are paid.
8. Waivers and releases.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 013100 PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Web-based Project management software package.
 - 6. Project meetings.

1.2 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

1.4 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.

- b.Coordinate the addition of trade-specific information to coordination drawings in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c.Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d.Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e.Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g.Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.
- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
 - 1. File Submittal Format: Submit or post coordination drawing files using PDF format.
 - 2. BIM File Incorporation: Develop and incorporate coordination drawing files into BIM established for Project.
 - a.Perform three-dimensional component conflict analysis as part of preparation of coordination drawings. Resolve component conflicts prior to submittal. Indicate where conflict resolution requires modification of design requirements by Architect.
 - 3. Architect will furnish Contractor digital data files for use in preparing coordination digital data files. Refer to "Electronic Files" Article in Section 011000 "Summary".

1.5 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 - 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation.
- C. RFI Forms: Software-generated form acceptable to Architect.
 - 1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 - 1. The following Contractor-generated RFIs will be returned without action:
 - a.Requests for approval of submittals.

- b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
- a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number.
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number, including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three if Contractor disagrees with response.

1.6 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Digital data files of Architect's BIM model and CAD drawings will be provided by Architect for Contractor's use during construction.
1. Refer to "Electronic Files" Article in Section 011000 "Summary".
- B. Web-Based Project Management Software Package: Provide, administer, and use web-based Project management software package acceptable to Architect and Owner for purposes of hosting and managing Project communication and documentation until Final Completion.
1. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prevent further changes.
- C. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of five days prior to meeting.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect.
 - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Preparation of Record Documents.
 - o. Use of the premises.
 - p. Work restrictions.
 - q. Working hours.
 - r. Owner's occupancy requirements.
 - s. Responsibility for temporary facilities and controls.
 - t. Procedures for moisture and mold control.
 - u. Procedures for disruptions and shutdowns.
 - v. Construction waste management and recycling.
 - w. Parking availability.
 - x. Office, work, and storage areas.
 - y. Equipment deliveries and priorities.
 - z. First aid.
 - aa. Security.
 - bb. Progress cleaning.
 - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.
- D. Progress Meetings: Conduct progress meetings at weekly intervals during mobilized on-site construction time.

1. Attendees: In addition to representatives of Owner, Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 013300 SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Submittal schedule requirements.
 - 2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Preparation: Prepare and submit Submittal Schedule within 10 days after award of Contract, and prior to execution of Contract.
 - 2. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 3. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Architect.
 - 4. Name of Contractor.
 - 5. Name of firm or entity that prepared submittal.
 - 6. Names of subcontractor, manufacturer, and supplier.
 - 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
 - 8. Category and type of submittal.
 - 9. Submittal purpose and description.
 - 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 - 11. Drawing number and detail references, as appropriate.
 - 12. Indication of full or partial submittal.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- E. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 10 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only submittals that are marked with APPROVED or CONDITIONALLY APPROVED notation from Architect's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
 - 1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 - 3. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
 - 4. Paper Transmittal: Include paper transmittal, including complete submittal information indicated.
 - 5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - 6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.

- a. Number of Samples: Submit **one** full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample set; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least two sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
 5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.
- H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 DELEGATED DESIGN SERVICES

- A. Delegated Design Submittal and Shop Drawings: Where professional design services or certifications by a qualified Professional Engineer are specifically required of the Contractor by the Contract Documents, prepare and incorporate the following delegated design requirements into the shop drawings submittal package.
 1. Shop drawings shall be signed and sealed by a qualified Professional Engineer or contain an attached certificate, signed and sealed by a qualified Professional Engineer, indicating that the products and systems comply with performance and design criteria in the Contract Documents.
 2. Shop drawings or certificate shall clearly define the design criteria and applied loads for which the system components and connections have been designed. If design criteria indicated in the Contract Documents are not sufficient to perform services or certification required, submit a written request for additional information to Architect/Engineer.
 - a. Include list of design criteria, codes, standards, loads, and other factors used in performing these services.
 3. Shop drawings shall clearly indicate magnitude and location of all forces transferred to the supporting building structure by the product or system in which it is connected to. Forces shall be provided as unfactored values determined in accordance with the applicable building codes.
- B. Calculations: Upon request from the Architect/Engineer only, Contractor shall submit signed and sealed engineering calculations prepared by a qualified Professional Engineer. Submitted calculations that have not been requested by the Architect/Engineer will be returned without review.
 1. Calculations shall indicate structural integrity of members, anchors, fasteners and connections to supporting building structure, in accordance with performance and design criteria in Contract Documents. Provide load calculations, summary of loads and any applicable load diagrams.

2. Calculations will be reviewed by Architect/Engineer for stated design criteria, general compliance to specified requirements, and forces imposed on supporting structure only. The accuracy of the design calculations is the sole responsibility of the Contractor's Professional Engineer.
- C. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the jurisdiction where the Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the systems, assemblies, or products that are similar in material, design, and extent to those indicated for this Project.

1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action, as follows:
 - a. APPROVED: Submittal has no exceptions noted.
 - b. CONDITIONALLY APPROVED: Submittal has exceptions noted, but resubmission is not required.
 - c. NOT APPROVED: Submittal is incomplete and/or need corrections. Complete and/or correct and resubmit until final acceptance is obtained.
 - d. RECEIVED: Submittal is for information only.
 - e. NOT REVIEWED: Submittal was not required and has not been reviewed.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will return without review submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

DOCUMENT 013310
SUBMITTAL TRANSMITTAL FORM

To: Hammel Green and Abrahamson, Inc.
Attn: Submittals Coordinator
333 East Erie Street
Milwaukee, Wisconsin 53202
Email: ca.mke@hga.com
RFI's: ca.mke@hga.com

Owner: Village of McFarland
Project: Public Safety Building Battery
HGA No.: 4715-004-00

From: _____
Address: _____

Contact: _____
Email: _____
Phone: _____

Submittal Date: _____
Previous Date: _____

PRODUCT DATA

☐ Partial ☐ Complete ☐ Preliminary ☐ Final

Specification Section, Article, Paragraph: _____

Description: _____

Product/Model: _____

Manufacturer: _____

Supplier: _____

Subcontract: _____

SHOP DRAWINGS

☐ Partial ☐ Complete ☐ Preliminary ☐ Final

Specification Section, Article, Paragraph: _____

Description: _____

Product/Model: _____

Manufacturer: _____

Supplier: _____

Subcontract: _____

SAMPLES

☐ Partial ☐ Complete ☐ Preliminary ☐ Final

Specification Section, Article, Paragraph: _____

Description: _____

Product/Model: _____

Manufacturer: _____

Supplier: _____

Subcontract: _____

SUBMITTED BY

Name: _____ Company: _____

Signature: _____ Date: _____

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SECTION 014000 QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of three previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) in accordance with 29 CFR 1910.7, by a testing agency accredited in accordance with NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.3 DELEGATED DESIGN SERVICES

- A. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the jurisdiction where the Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the systems, assemblies, or products that are similar in material, design, and extent to those indicated for this Project.
- B. Refer to Section 013300 "Submittal Procedures" for Delegated Design and Shop Drawings, Calculations submittal requirements.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Contractor's quality-control personnel.
- B. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
 - 1. Primary wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
 - 1. Requirements for obtaining samples.
 - 2. Unique characteristics of each quality-control service.
- D. Reports: Prepare and submit certified written reports and documents as specified.
- E. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, telephone number, and email address of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.

8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement of whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement of whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.

1.7 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.

- F. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.8 QUALITY CONTROL

- A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- C. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform duties of Contractor.
- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

- E. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- F. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspection equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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SECTION 014200 REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms, including "requested," "authorized," "selected," "required," and "permitted," have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms, including "shown," "noted," "scheduled," and "specified," have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
 - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they are to mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 015000 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities to be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use with metering. Provide connections and extensions of services and metering as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.
- C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- D. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

1.4 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings. Keep office clean and orderly.

- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.2 EQUIPMENT

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

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Use of Permanent Toilets: Use of Owner's existing or new toilet facilities is not permitted.
- C. Electric Power Service:
 - 1. Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- D. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- E. Electronic Communication Service: Provide secure WiFi wireless connection to internet with provisions for access by Architect and Owner.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Coordinate with Owner locations for temporary offices, shops and sheds where necessary.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.

- D. Parking: Coordinate locations of parking areas for construction personnel with the Owner.
- E. Project Signs: Coordinate content and location with Owner and Architect.
- F. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
 - 1. Do not load elevators beyond their rated weight capacity.
 - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work, so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- G. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
 - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas, so no evidence remains of correction work.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

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

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION

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SECTION 016000 PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work of This Section Includes: Administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products unless otherwise indicated.
 - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a substitution request, if applicable.
- D. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

1.3 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
- B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is inconspicuous.
 - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:

- a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.
3. See individual identification Sections for additional equipment identification requirements.

1.4 COORDINATION

- A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections are to be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of Owner or endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Descriptive, performance, and reference standard requirements in Specifications establish salient characteristics of products.

6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by Architect, whose determination is final.

B. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements.
4. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.

a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.

C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

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

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: Submit as Action Submittal in accordance with Section 013300 "Submittal Procedures."
- C. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 017300 EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 CLOSEOUT SUBMITTALS

- A. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Professional Engineer Qualifications: Refer to Section 014000 "Quality Requirements."
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
- B. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.
- B. Engage a land surveyor experienced in laying out the Work, using the following accepted surveying practices:
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.

2. Establish limits on use of Project site.
 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 4. Inform installers of lines and levels to which they must comply.
 5. Check the location, level and plumb, of every major element as the Work progresses.
 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

3.4 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb, and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces, unless otherwise indicated on Drawings.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

3.5 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
 - B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
 - C. Temporary Support: Provide temporary support of Work to be cut.
 - D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
 - E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
 - F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
 - G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
 - H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- a. Clean piping, conduit, and similar features before applying paint or other finishing materials.

b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

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

3.6 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Installed Work: Keep installed work clean. Clean installed surfaces in accordance with written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- D. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- E. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

3.7 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with commissioning requirements in individual Sections.
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION

SECTION 017700 CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final Completion procedures.
 - 3. List of incomplete items.
 - 4. Submittal of Project warranties.
 - 5. Final cleaning.

1.2 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.3 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.

5. Submit testing, adjusting, and balancing records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
 6. Advise Owner of changeover in utility services.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements.
 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list will state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.8 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first, listed by room or space number.

2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in the following format:
 - a. Web-Based Project Software Upload: Utilize software feature for creating and updating list of incomplete items (punch list).

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 1. Submit on digital media acceptable to Architect.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program.
- C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 015000 "Temporary Facilities and Controls.

3.2 CORRECTION OF THE WORK

- A. Complete repair and restoration operations required by "Correction of the Work" Article in Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION

SECTION 017823 OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory manuals.
 - 2. Emergency manuals.
 - 3. Systems and equipment operation manuals.
 - 4. Systems and equipment maintenance manuals.
 - 5. Product maintenance manuals.

1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect and Commissioning Authority will comment on whether content of operation and maintenance submittals is acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
 - 1. Submit by uploading to web-based project software site. Enable reviewer comments on draft submittals.
 - 2. Submit three paper copies. Architect will return two copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Commissioning Authority will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.
- E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.4 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor has delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.

7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.
- C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

- D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 3. Identification and nomenclature of parts and components.
 4. List of items recommended to be stocked as spare parts.
- E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
 2. Troubleshooting guide.
 3. Precautions against improper maintenance.
 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 5. Aligning, adjusting, and checking instructions.
 6. Demonstration and training video recording, if available.
- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.
- J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1.6 PRODUCT MAINTENANCE MANUALS

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

- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 017839 PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Product Data.
 - 3. Miscellaneous record submittals.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit Record Digital Data Files and one set(s) of plots.
 - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit Record Digital Data Files and three set(s) of Record Digital Data File plots.
 - 2) Plot each drawing file, whether or not changes and additional information were recorded.
- B. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- C. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- D. Reports: Submit written report weekly indicating items incorporated into Project Record Documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file.
 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Architect for resolution.
 4. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
 - a. See Section 013100 "Project Management and Coordination" for requirements related to use of Architect's digital data files.
 - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

1.4 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
- C. Format: Submit Record Product Data as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Product Data.
 - 1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.5 MAINTENANCE OF RECORD DOCUMENTS

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 017900 DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.

1.2 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.3 CLOSEOUT SUBMITTALS

- A. Demonstration: Submit two copies within seven days of end of each training module.
 - 1. Identification: On each copy, provide an applied label with the following information:
 - a.Name of Project.
 - b.Name and address of videographer.
 - c.Name of Architect.
 - d.Name of Construction Manager.
 - e.Name of Contractor.
 - f. Date of video recording.
 - 2. Transcript:
 - a. Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
 - b. Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
 - 3. At completion of training, submit complete training manual(s) for Owner's use prepared in same paper and PDF file format required for operation and maintenance manuals specified in Section 017823 "Operation and Maintenance Data."

1.4 QUALITY ASSURANCE

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

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

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

1.6 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

- 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

- a. System, subsystem, and equipment descriptions.
- b. Performance and design criteria if Contractor is delegated design responsibility.
- c. Operating standards.
- d. Regulatory requirements.
- e. Equipment function.
- f. Operating characteristics.
- g. Limiting conditions.
- h. Performance curves.

- 2. Documentation: Review the following items in detail:

- a. Systems and equipment operation manuals.
- b. Systems and equipment maintenance manuals.
- c. Product maintenance manuals.
- d. Project Record Documents.
- e. Identification systems.
- f. Warranties and bonds.
- g. Maintenance service agreements and similar continuing commitments.

- 3. Emergencies: Include the following, as applicable:

- a. Instructions on meaning of warnings, trouble indications, and error messages.
- b. Instructions on stopping.
- c. Shutdown instructions for each type of emergency.
- d. Operating instructions for conditions outside of normal operating limits.
- e. Sequences for electric or electronic systems.
- f. Special operating instructions and procedures.

- 4. Operations: Include the following, as applicable:

- a. Startup procedures.
- b. Equipment or system break-in procedures.

- c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
- a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning.
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
8. Repairs: Include the following:
- a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

1.7 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

1.8 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

- C. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 260500 COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. This Section specifies supplemental requirements generally applicable to the Work specified in Division 26. This Section is also referenced by related Work specified in other Divisions.
 - 2. Electrical equipment coordination and installation.
 - 3. Common electrical installation requirements.
 - 4. Demolition.
 - 5. Cutting and patching for electrical construction.
 - 6. Touchup painting.
 - 7. Disposition of existing materials and equipment.
 - 8. Electric Service Outage and Energizations.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70, NEC 2017, Wisconsin SPS 316, and applicable codes and industry standards.
- C. Comply with Code requirements of the authority having jurisdiction.
- D. All materials shall meet the standards of the following institutes where applicable:
 - 1. National Fire Protection Association (NFPA)
 - 2. American Society of Testing Materials (ASTM)
 - 3. American National Standards Institute (ANSI)
 - 4. National Electrical Manufacturer's Association (NEMA)
 - 5. Institute of Electrical and Electronic Engineers (IEEE)
- E. Where conflicts exist, the greater quantity and quality shall be provided.
- F. Comply with specified commissioning requirements.

1.4 REFERENCES

- A. Abbreviations and Acronyms for Electrical Terms and Units of Measure:
 - 1. 8P8C: An 8-position 8-contact modular jack.
 - 2. A: Ampere, unit of electrical current.
 - 3. AC or ac: Alternating current.
 - 4. AFCI: Arc-fault circuit interrupter.
 - 5. AIC: Ampere interrupting capacity.
 - 6. AL, Al, or ALUM: Aluminum.
 - 7. ASD: Adjustable-speed drive; also called "variable-frequency drive" (VFD).
 - 8. ATS: Automatic transfer switch.
 - 9. AWG: American wire gauge; see ASTM B258.
 - 10. BAS: Building automation system.
 - 11. BIL: Basic impulse insulation level.
 - 12. BIM: Building information modeling.
 - 13. CAD: Computer-aided design or drafting.

14. CATV: Community antenna television.
15. CB: Circuit breaker.
16. cd: Candela, the SI fundamental unit of luminous intensity.
17. CO/ALR: Copper-aluminum, revised.
18. COPS: Critical operations power system.
19. CU or Cu: Copper.
20. CU-AL or AL-CU: Copper-aluminum.
21. dB: Decibel, a unitless logarithmic ratio of two electrical, acoustical, or optical power values.
22. dB(A-weighted) or dB(A): Decibel acoustical sound pressure level with A-weighting applied in accordance with IEC 61672-1.
23. dB(adjusted) or dBa: Decibel weighted absolute noise power with respect to 3.16 pW (minus 85 dBm).
24. dBm: Decibel absolute power with respect to 1 mW.
25. DC or dc: Direct current.
26. DCOA: Designated critical operations area.
27. DDC: Direct digital control (HVAC).
28. EGC: Equipment grounding conductor.
29. ELV: Extra-low voltage.
30. EMF: Electromotive force.
31. EMI: Electromagnetic interference.
32. EPM: Electrical preventive maintenance.
33. EPS: Emergency power supply.
34. EPSS: Emergency power supply system.
35. ESS: Energy storage system.
36. EV: Electric vehicle.
37. EVPE: Electric vehicle power export equipment.
38. EVSE: Electric vehicle supply equipment.
39. fc: Footcandle, an internationally recognized unit of illuminance equal to one lumen per square foot or 10.76 lx. The simplified conversion 1 fc = 10 lx in the Specifications is common practice and considered adequate precision for building construction activities. When there are conflicts, lux is the primary unit; footcandle is specified for convenience.
40. FLC: Full-load current.
41. ft: Foot.
42. ft-cd: Foot-candle, the antiquated U.S. Standard unit of illuminance, equal to one international candle measured at a distance of one foot, that was superseded in 1948 by the unit "footcandle" after the SI unit candela (cd) replaced the international candle; see "fc,"
43. GEC: Grounding electrode conductor.
44. GFCI: Ground-fault circuit interrupter.
45. GFPE: Ground-fault protection of equipment.
46. GND: Ground.
47. HACR: Heating, air conditioning, and refrigeration.
48. HDPE: High-density polyethylene.
49. HID: High-intensity discharge.
50. HP or hp: Horsepower.
51. HVAC: Heating, ventilating, and air conditioning.
52. Hz: Hertz.
53. IBT: Intersystem bonding termination.
54. inch: Inch. To avoid confusion, the abbreviation "in." is not used.
55. IP: Ingress protection rating (enclosures); Internet protocol (communications).
56. IR: Infrared.
57. IS: Intrinsically safe.
58. IT&R: Inspecting, testing, and repair.
59. ITE: Information technology equipment.
60. kAIC: Kiloampere interrupting capacity.
61. kcmil or MCM: One thousand circular mils.
62. kV: Kilovolt.
63. kVA: Kilovolt-ampere.
64. kVA_r or kVAR: Kilovolt-ampere reactive.
65. kW: Kilowatt.

66. kWh: Kilowatt-hour.
67. LAN: Local area network.
68. lb: Pound (weight).
69. lbf: Pound (force).
70. LCD: Liquid-crystal display.
71. LCDI: Leakage-current detector-interrupter.
72. LED: Light-emitting diode.
73. Li-ion: Lithium-ion.
74. lm: Lumen, the SI derived unit of luminous flux.
75. LNG: Liquefied natural gas.
76. LP-Gas: Liquefied petroleum gas.
77. LRC: Locked-rotor current.
78. LV: Low voltage.
79. lx: Lux, the SI derived unit of illuminance equal to one lumen per square meter.
80. m: Meter.
81. MCC: Motor-control center.
82. MDC: Modular data center.
83. MG set: Motor-generator set.
84. MIDI: Musical instrument digital interface.
85. MLO: Main lugs only.
86. MV: Medium voltage.
87. MVA: Megavolt-ampere.
88. mW: Milliwatt.
89. MW: Megawatt.
90. MWh: Megawatt-hour.
91. NC: Normally closed.
92. Ni-Cd: Nickel-cadmium.
93. Ni-MH: Nickel-metal hydride.
94. NIU: Network interface unit.
95. NO: Normally open.
96. NPT: National (American) standard pipe taper.
97. OCPD: Overcurrent protective device.
98. ONT: Optical network terminal.
99. PC: Personal computer.
100. PCS: Power conversion system.
101. PCU: Power-conditioning unit.
102. PF or pf: Power factor.
103. PHEV: Plug-in hybrid electric vehicle.
104. PLC: Programmable logic controller.
105. PLFA: Power-limited fire alarm.
106. PoE: Power over Ethernet.
107. PV: Photovoltaic.
108. PVC: Polyvinyl chloride.
109. pW: Picowatt.
110. RFI: (electrical) Radio-frequency interference; (contract) Request for interpretation.
111. RMS or rms: Root-mean-square.
112. RPM or rpm: Revolutions per minute.
113. SCADA: Supervisory control and data acquisition.
114. SCR: Silicon-controlled rectifier.
115. SPD: Surge protective device.
116. sq.: Square.
117. SWD: Switching duty.
118. TCP/IP: Transmission control protocol/Internet protocol.
119. TEFC: Totally enclosed fan-cooled.
120. TR: Tamper resistant.
121. TVSS: Transient voltage surge suppressor.
122. UL: (standards) Underwriters Laboratories, Inc.; (product categories) UL, LLC.
123. UL CCN: UL Category Control Number.
124. UPS: Uninterruptible power supply.

125. USB: Universal serial bus.
126. UV: Ultraviolet.
127. V: Volt, unit of electromotive force.
128. V(ac): Volt, alternating current.
129. V(dc): Volt, direct current.
130. VA: Volt-ampere, unit of complex electrical power.
131. VAR: Volt-ampere reactive, unit of reactive electrical power.
132. VFC: Variable-frequency controller.
133. VOM: Volt-ohm-multimeter.
134. VPN: Virtual private network.
135. VRLA: Valve regulated lead acid; also called "sealed lead acid (SLA)" or "valve regulated sealed lead acid."
136. W: Watt, unit of real electrical power.
137. Wh: Watt-hour, unit of electrical energy usage.
138. WPT: Wireless power transfer.
139. WPTE: Wireless power transfer equipment.
140. WR: Weather resistant.

B. Abbreviations and Acronyms for Electrical Raceway Types:

1. CR: Communications raceway.
2. CR-GP: General-purpose communications raceway.
3. CR-P: Plenum communications raceway.
4. CR-R: Riser communications raceway.
5. EMT: Electrical metallic tubing.
6. EMT-A: Aluminum electrical metallic tubing.
7. EMT-S: Steel electrical metallic tubing.
8. EMT-SS: Stainless steel electrical metallic tubing.
9. ENT: Electrical nonmetallic tubing.
10. EPEC: Electrical HDPE underground conduit (thin wall).
11. EPEC-A: Type A electrical HDPE underground conduit.
12. EPEC-B: Type B electrical HDPE underground conduit.
13. ERMC: Electrical rigid metal conduit.
14. ERMC-A: Aluminum electrical rigid metal conduit.
15. ERMC-S: Steel electrical rigid metal conduit.
16. ERMC-S-G: Galvanized-steel electrical rigid metal conduit.
17. ERMC-S-PVC: PVC-coated-steel electrical rigid metal conduit.
18. ERMC-SS: Stainless steel electrical rigid metal conduit.
19. FMC: Flexible metal conduit.
20. FMC-A: Aluminum flexible metal conduit.
21. FMC-S: Steel flexible metal conduit.
22. FMT: Steel flexible metallic tubing.
23. FNMC: Flexible nonmetallic conduit. See "LFNC."
24. HDPE: HDPE underground conduit (thick wall).
25. HDPE-40: Schedule 40 HDPE underground conduit.
26. HDPE-80: Schedule 80 HDPE underground conduit.
27. IMC: Steel electrical intermediate metal conduit.
28. LFMC: Liquidtight flexible metal conduit.
29. LFMC-A: Aluminum liquidtight flexible metal conduit.
30. LFMC-S: Steel liquidtight flexible metal conduit.
31. LFMC-SS: Stainless steel liquidtight flexible metal conduit.
32. LFNC: Liquidtight flexible nonmetallic conduit.
33. LFNC-A: Layered (Type A) liquidtight flexible nonmetallic conduit.
34. LFNC-B: Integral (Type B) liquidtight flexible nonmetallic conduit.
35. LFNC-C: Corrugated (Type C) liquidtight flexible nonmetallic conduit.
36. OFR: Optical fiber raceway.
37. OFR-GP: General-purpose optical fiber raceway.
38. OFR-P: Plenum optical fiber raceway.
39. OFR-R: Riser optical fiber raceway.
40. PVC: Rigid PVC conduit.

41. PVC-40: Schedule 40 rigid PVC conduit.
 42. PVC-80: Schedule 80 rigid PVC Conduit.
 43. PVC-A: Type A rigid PVC concrete-encased conduit.
 44. PVC-EB: Type EB rigid PVC concrete-encased underground conduit.
 45. RGS: See ERM-C-S-G.
 46. RMC: See ERM-C.
 47. RTRC: Reinforced thermosetting resin conduit.
 48. RTRC-AG: Low-halogen, aboveground reinforced thermosetting resin conduit.
 49. RTRC-AG-HW: Heavy wall, low-halogen, aboveground reinforced thermosetting resin conduit.
 50. RTRC-AG-SW: Standard wall, low-halogen, aboveground reinforced thermosetting resin conduit.
 51. RTRC-AG-XW: Extra heavy wall, low-halogen, aboveground reinforced thermosetting resin conduit.
 52. RTRC-BG: Low-halogen, belowground reinforced thermosetting resin conduit.
- C. Abbreviations and Acronyms for Electrical Single-Conductor and Multiple-Conductor Cable Types:
1. AC: Armored cable.
 2. CATV: Coaxial general-purpose cable.
 3. CATVP: Coaxial plenum cable.
 4. CATVR: Coaxial riser cable.
 5. CI: Circuit integrity cable.
 6. CL2: Class 2 cable.
 7. CL2P: Class 2 plenum cable.
 8. CL2R: Class 2 riser cable.
 9. CL2X: Class 2 cable, limited use.
 10. CL3: Class 3 cable.
 11. CL3P: Class 3 plenum cable.
 12. CL3R: Class 3 riser cable.
 13. CL3X: Class 3 cable, limited use.
 14. CM: Communications general-purpose cable.
 15. CMG: Communications general-purpose cable.
 16. CMP: Communications plenum cable.
 17. CMR: Communications riser cable.
 18. CMUC: Under-carpet communications wire and cable.
 19. CMX: Communications cable, limited use.
 20. DG: Distributed generation cable.
 21. FC: Flat cable.
 22. FCC: Flat conductor cable.
 23. FPL: Power-limited fire-alarm cable.
 24. FPLP: Power-limited fire-alarm plenum cable.
 25. FPLR: Power-limited fire-alarm riser cable.
 26. IGS: Integrated gas spacer cable.
 27. ITC: Instrumentation tray cable.
 28. ITC-ER: Instrumentation tray cable, exposed run.
 29. MC: Metal-clad cable.
 30. MC-HL: Metal-clad cable, hazardous location.
 31. MI: Mineral-insulated, metal-sheathed cable.
 32. MTW: (machine tool wiring) Moisture-, heat-, and oil-resistant thermoplastic cable.
 33. MV: Medium-voltage cable.
 34. NM: Nonmetallic sheathed cable.
 35. NMC: Nonmetallic sheathed cable with corrosion-resistant nonmetallic jacket.
 36. NMS: Nonmetallic sheathed cable with signaling, data, and communications conductors, plus power or control conductors.
 37. NPLF: Non-power-limited fire-alarm circuit cable.
 38. NPLFP: Non-power-limited fire-alarm circuit cable for environmental air spaces.
 39. NPLFR: Non-power-limited fire-alarm circuit riser cable.
 40. NUCC: Nonmetallic underground conduit with conductors.
 41. OFC: Conductive optical fiber general-purpose cable.
 42. OFCG: Conductive optical fiber general-purpose cable.

43. OFCP: Conductive optical fiber plenum cable.
44. OFCR: Conductive optical fiber riser cable.
45. OFN: Nonconductive optical fiber general-purpose cable.
46. OFNG: Nonconductive optical fiber general-purpose cable.
47. OFNP: Nonconductive optical fiber plenum cable.
48. OFNR: Nonconductive optical fiber riser cable.
49. P: Marine shipboard cable.
50. PLTC: Power-limited tray cable.
51. PLTC-ER: Power-limited tray cable, exposed run.
52. PV: Photovoltaic cable.
53. RHH: (high heat) Thermoset rubber, heat-resistant cable.
54. RHW: Thermoset rubber, moisture-resistant cable.
55. SA: Silicone rubber cable.
56. SE: Service-entrance cable.
57. SER: Service-entrance cable, round.
58. SEU: Service-entrance cable, flat.
59. SIS: Thermoset cable for switchboard and switchgear wiring.
60. TBS: Thermoplastic cable with outer braid.
61. TC: Tray cable.
62. TC-ER: Tray cable, exposed run.
63. TC-ER-HL: Tray cable, exposed run, hazardous location.
64. THW: Thermoplastic, heat- and moisture-resistant cable.
65. THHN: Thermoplastic, heat-resistant cable with nylon jacket outer sheath.
66. THHW: Thermoplastic, heat- and moisture-resistant cable.
67. THWN: Thermoplastic, moisture- and heat-resistant cable with nylon jacket outer sheath.
68. TW: Thermoplastic, moisture-resistant cable.
69. UF: Underground feeder and branch-circuit cable.
70. USE: Underground service-entrance cable.
71. XHH: Cross-linked polyethylene, heat-resistant cable.
72. XHHW: Cross-linked polyethylene, heat- and moisture-resistant cable.

D. Definitions:

1. Cable: In accordance with NIST NBS Circular 37 and IEEE standards, in the United States for the purpose of interstate commerce, the definition of "cable" is (1) a conductor with insulation, or a stranded conductor with or without insulation (single-conductor cable); or (2) a combination of conductors insulated from one another (multiple-conductor cable).
2. Conductor: In accordance with NIST NBS Circular 37 and IEEE standards, in the United States for the purpose of interstate commerce, the definition of "conductor" is (1) a wire or combination of wires not insulated from one another, suitable for carrying an electric current; (2) (National Electrical Safety Code) a material, usually in the form of wire, cable, or bar, suitable for carrying an electric current; or (3) (general) a substance or body that allows a current of electricity to pass continuously along it.
3. Direct Buried: Installed underground without encasement in concrete or other protective material.
4. Enclosure: The case or housing of an apparatus, or the fence or wall(s) surrounding an installation, to prevent personnel from accidentally contacting energized parts or to protect the equipment from physical damage. Types of enclosures and enclosure covers include the following:
 - a. Cabinet: An enclosure that is designed for either surface mounting or flush mounting and is provided with a frame, mat, or trim in which a swinging door or doors are or can be hung.
 - b. Concrete Box: A box intended for use in poured concrete.
 - c. Conduit Body: A means for providing access to the interior of a conduit or tubing system through one or more removable covers at a junction or terminal point. In the United States, conduit bodies are listed in accordance with outlet box requirements.
 - d. Conduit Box: A box having threaded openings or knockouts for conduit, EMT, or fittings.
 - e. Cutout Box: An enclosure designed for surface mounting that has swinging doors or covers secured directly to and telescoping with the walls of the enclosure.
 - f. Device Box: A box with provisions for mounting a wiring device directly to the box.

- g. Extension Ring: A ring intended to extend the sides of an outlet box or device box to increase the box depth, volume, or both.
- h. Floor Box: A box mounted in the floor intended for use with a floor box cover and other components to complete the floor box enclosure.
- i. Floor-Mounted Enclosure: A floor box and floor box cover assembly with means to mount in the floor that is sealed against the entrance of scrub water at the floor level.
- j. Junction Box: A box with a blank cover that joins different runs of raceway or cable and provides space for connection and branching of the enclosed conductors.
- 5. Emergency Systems: Those systems legally required and classed as emergency by municipal, state, federal, or other codes, or by any governmental agency having jurisdiction that are designed to ensure continuity of lighting, electrical power, or both, to designated areas and equipment in the event of failure of the normal supply for safety to human life.
 - a. Control Voltage: Having electromotive force between any two conductors, or between a single conductor and ground, that is supplied from a battery or other Class 2 or Class 3 power-limited source.
 - b. Line Voltage: (1) (controls) Designed to operate using the supplied low-voltage power without transformation. (2) (transmission lines, transformers, SPDs) The line-to-line voltage of the supplying power system.
 - c. Extra-Low Voltage (ELV): Not having electromotive force between any two conductors, or between a single conductor and ground, exceeding 30 V(ac rms), 42 V(ac peak), or 60 V(dc).
 - d. Low Voltage (LV): Having electromotive force between any two conductors, or between a single conductor and ground, that is rated above 30 V but not exceeding 1000 V.
 - e. Medium Voltage (MV): Having electromotive force between any two conductors, or between a single conductor and ground, that is rated about 1 kV but not exceeding 69 kV.

1.5 COORDINATION

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions:
 - 1. Notify Owner no fewer than seven days in advance of proposed interruption of electrical service.
 - 2. Do not proceed with interruption of electrical service without Owner's written permission.
 - 3. Coordinate interruption with systems impacted by outage including, but not limited to, the following:
 - a. Exercising generators.
 - b. Emergency lighting.
 - c. Fire-alarm systems.
- B. Arrange to provide temporary electrical service or power.
- C. Coordinate arrangement, mounting, and support of electrical equipment:
 - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
 - 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
 - 3. To allow right of way for piping and conduit installed at required slope.
 - 4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.
- D. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.
- E. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed.
- F. Coordinate sleeve selection and application with selection and application of firestopping.
- G. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow.
 - 1. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.

2. Core drilling through post-tensioned slab: The [existing] post-tensioned slabs contain post-tensioned tendons that must not be damaged or broken. No nailing, drilling, cutting or other disruption to the slab is allowed without prior written approval by the structural engineer. Contractor shall positively locate the [existing] tendons and submit to the structural engineer for approval a written procedure, including plans showing [existing] tendon locations and proposed disruption of the slab.
- H. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.
- I. Coordinate electrical service connections to components furnished by utility companies.
 1. Coordinate installation and connection of exterior underground and overhead utilities and services, including provision for electricity-metering components.
 2. Comply with requirements of authorities having jurisdiction and of utility company providing electrical power and other services.
- J. Coordinate electrical testing of electrical, mechanical, and architectural items, so equipment and systems that are functionally interdependent are tested to demonstrate successful interoperability. Document results of said testing.

1.6 DRAWINGS

- A. The drawings indicate the arrangements of electrical equipment. Review architectural drawings and details for door swings, cabinets, counters and built-in equipment; conditions indicated on architectural plans shall govern. Coordinate installation of electrical equipment with structural system and mechanical equipment and access thereto. Coordinate installation of recessed electrical equipment with concealed ductwork and piping, and wall thickness. All devices, raceway, and electrical equipment in finished and/or public spaces shall be recessed or concealed unless otherwise noted.
- B. Do not scale drawings. Obtain dimensions for layout of equipment from Electrical plans and details..
- C. Bring all discrepancies shown on different drawings, between drawings and specifications or between documents and field conditions to the immediate attention of the Architect.
- D. Equipment layout is based on one manufacturer's product or from composite dimensions from multiple manufacturers. Where equipment selected for use on the job differs from layout, coordinate space requirements and connection arrangements.

1.7 EQUIPMENT REQUIRING ELECTRICAL SERVICE

- A. Review all specification sections and drawings for equipment requiring electrical service. Provide service to and make connections to all such equipment requiring electrical service.
- B. Drawings indicate design loads, voltages and corresponding control equipment, feeders, and overcurrent devices. If equipment actually furnished have loads other than those indicated on the drawings or specified herein, control equipment, feeders, and overcurrent devices shall be adjusted in size accordingly at no additional cost to the owner. Such adjustment shall be subject to the review of the Architect.
- C. Incidental items not indicated on Drawing or mentioned in Specifications but that can legitimately and reasonably be inferred to belong to the Work or be necessary in good practice to provide complete system, shall be furnished and installed though not itemized here in detail.

1.8 SITE INVESTIGATION

- A. Prior to submitting bids of the project, visit the site of the work to become aware of existing conditions which may affect the cost of the project. Where work under this project requires extension, relocation, reconnections or modifications to existing equipment or systems, the existing equipment or systems shall be restored to their original condition, with the exception of the work under this contract, before the completion of this project. Existing systems and conditions which are not detailed on the drawings must still be restored to their original condition.

1.9 EQUIVALENTS AND SUBSTITUTIONS

- A. The applicable paragraphs for General Requirements apply herein.
- B. Basis of Design: The manufacturer's name and product listed on the drawings, or listed first of several names in these Specifications, is used as a basis for design to establish space requirements, a standard of quality and performance.
- C. Equivalents: Products of one or more other manufacturer's names listed in these Specifications following the words "or equivalent by" may be selected, subject to paragraph below titled "Contractor's Responsibility for Equivalent and Substitutions".
- D. Other Options:
 - 1. For products specified by naming only one manufacturer, refer to paragraph below under "Substitutions".
 - 2. For products specified only by performance characteristics or reference standards, select any manufacturer meeting the requirements.
- E. Substitutions: Requests for acceptance of a product of manufacturer's name not listed in these Specifications will be considered if any one of the following conditions is met:
 - 1. The named product is not available because of strikes or discontinuance of manufacture; and the proposed product is equivalent to the named product.
 - 2. The proposed product is superior to the named product, in the opinion of the Owner's Representative.
 - 3. The proposed product is equivalent to the named product and its use will be to the advantage of the Owner, by the Owner receiving an equitable credit or cost savings. The Owner's Representative reserves the right to reject any substitution.
 - 4. Submit proposed substitutions with bid along with alternate price, complete descriptive data and a comparison of the substitute manufacturer's product with specified product. Request for acceptance of a product of manufacturer's name not listed in these Specifications, is subject to the paragraph titled "Contractor's Responsibility Equivalents and Substitutions".
- F. Contractor's Responsibility for Equivalents and Substitutions:
 - 1. Items submitted as a substitution to the Basis of Design or listed general equivalents shall be identified as such and shall include a written request for substitution indicating the following:
 - a. Contract Price adjustment.
 - b. Contract time adjustment.
 - c. Item by item breakdown of differences between Basis of Design and substituted item.
 - d. Operation, maintenance and energy cost difference.
 - 2. Products of manufacturer must match the features, construction, performance and size of those selected for design. Standard catalogued may require certain modifications to meet specified requirements.
 - 3. The responsibility for providing that specified requirements have been met remains with the manufacturer and Contractor. Should the substituted item fail to perform in accordance with the Specifications, replace same with the originally specified item without extra cost to the contract.
 - 4. When requesting review of an equivalent or substituted product, submit a comparison chart listing features, construction, performance and sizes of name product versus equivalent or substituted product.
 - 5. Submittals for review of an equivalent or substituted product will be reviewed for acceptability when all the above requirements have been met. Contractor shall be responsible for all costs incurred by the Architect and Engineer for review of equivalency beyond initial review.
 - 6. Coordinate the installation of the product with all trades.
 - 7. Contractor shall be responsible for changes in electric wiring, materials and for all other additional costs of construction by all trades involved to accommodate the product to perform the same as the product used in the "Basis of Design".
 - 8. Coordination of General Equivalents and Substitutions: Where Contract Documents permits selection from general equivalents, or where substitutions are authorized, coordinate clearance and other interface requirements with other work.
 - 9. Provide necessary additional items so that selected or substituted item operates equivalent to the Basis of Design and properly fits in the available space allocated for the Basis of Design.

10. Contractor is responsible for assuring that piping, conduit, duct, flue and other service locations for general equivalents or substitutions do not cause access, service or operational difficulties any greater than would be encountered with the Basis of Design.
11. Failure to comply with these requirements will result in immediate rejection of the request for substitution.

1.10 GENERAL SUBMITTAL REQUIREMENTS

- A. Refer to Division 01 for additional requirements.
- B. Coordination and Sequencing:
 1. Coordinate submittals 3 weeks (minimum) prior to expected order date so that work will not be delayed by submittals.
 2. Do not submit product data, or allow its use on the project until compliance with requirement of Contract Documents has been confirmed by Contractor.
 3. Submittal is for information and record, unless otherwise indicated, and is not a change order request.
 4. Submitting contractor is responsible for routing reviewed submittals to all parties affected including but not limited to electrical, building automation and temperature control, and test and balance subcontractors.
 5. Make submittals for group of similar products or materials or by area of work complete and at one time, not in piecemeal fashion.
 6. Identify submittals with Architect's project name and number, with item designation as indicated on drawings, and referenced to applicable paragraphs of the specifications. Submit in brochure form.
 7. Submittals of products needed to start of Project for its installation, or those requiring a long lead time for assembly or manufacturing, should be submitted before the others.
 8. Submittals will not be required for commodity material (Conduits, boxes, supporting devices, etc). Include this information in the Operation and Maintenance Project Manual for the Owner's records.
- C. Preparations of Submittals:
 1. Refer to Division 01 requirements.
 2. Provide permanent marking on each submittal to identify project, date, Contractor, Subcontractor, Supplier, submittal name and similar information to distinguish it from other submittals.
 3. Indicate any portions of work, which deviate from the Contract Documents.
 - a. Explain the reasons for the deviations.
 - b. Show how such deviations coordinate with interfacing portions of other work.
 4. Show Contractor's executed review and approval marking.
 5. Provide space for the Owner's Representative "Action" marking.
 6. Submittals, which are received from sources other than through Contractor's office, will be returned "Without Action".
 7. Submittals shall be presented in a neat and legible fashion and shall be returned "Without Action" if presented in any other fashion.
- D. Response to Submittals: Where standard product data has been submitted, it is recognized:
 1. That the Submitter has determined that the products fulfill the specified requirements.
 2. That the submittal is for the Owner's Representative information only, but will be returned with appropriate action where observed to be not in compliance with the requirements.
- E. If more than two submittals (either for shop drawings, or test reports) are made by the Contractor due to the incompleteness, non-compliance, errors, omissions, etc., the Owner reserves the right to charge the Contractor for subsequent reviews by their consultants. Such extra fees shall be deducted from payments by the Owner to the Contractor.

1.11 RECORD DRAWINGS

- A. Record drawings shall meet all "As-built" and "Record Drawings" requirements for Village of McFarland. Coordinate all requirements with Village of McFarland Public Safety building staff prior to completion.

B. Drawings:

1. Record of Project Progress: Maintain drawings available at the job site for inspection. Keep an accurate, legible and continuously updated record of installed locations and all project revisions other than revised drawings issued by the Architect, including source and date of authorization. Utilize only contract drawing symbols for recording the work. Drawing notations to be sufficiently clear in the representation of the work, for utilization by a CADD operator (drafts person) who is not necessarily familiar with the installed work.
2. Record of Installation: At the conclusion of the work, deliver one (1) set of updated drawings to the Owner's Representative for review. Following the review, Contractor shall have incorporated by a competent CADD operator all of the installed data represented on the project progress drawings.
3. Include in Record Drawings the Following:
 - a. Revisions, including sketches, bulletins, change orders, written addenda and directives, clarifications and responses generated by requests for information (RFIs), regardless of source of the revision.
 - b. Location and configuration of equipment with related housekeeping pads.
 - c. Physical routing of ductbank work, raceways, exposed and above ceilings with locations of fire dampers, combination fire/smoke dampers, smoke detectors, power supplies, etc., plainly marked and identified.
 - d. Location of room controllers, switches, devices, and sensors.
 - e. Physical routing of raceways, underground, exposed and above ceiling with locations of accessories, pull points, access points plainly marked and identified.
 - f. Location of raceways below building and on exterior, accessories, manholes, appurtenances and stub outs dimensioned from buildings and permanent structures, both horizontally and vertically.
 - g. Location of wall and ceiling access panels.

PART 2 - EXECUTION

2.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give to piping systems installed at a required slope.
- F. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.

2.2 FIRESTOPPING

- A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly.

2.3 DEMOLITION

- A. Protect existing electrical equipment and installations indicated to remain. If damaged or disturbed in the course of the Work, remove damaged portions and install new products of equal capacity, quality, and functionality.
- B. Reroute circuits as required to serve equipment not in the demolition area.

- C. Accessible Work: Remove exposed electrical equipment and installations, indicated to be demolished, in their entirety.
- D. Abandoned Work: Cut and remove buried raceway and wiring, indicated to be abandoned in place, 2 inches below the surface of adjacent construction. Cap raceways and patch surface to match existing finish.
- E. Remove demolished material from Project site.
- F. Remove, store, clean, reinstall, reconnect, and make operational components indicated for relocation.
- G. Remove devices on wall or ceilings being removed. Coordinate with other divisions.
- H. Assume that all existing equipment and fixtures indicated to be reused are in good working condition and can be installed without repairs. Notify the Architect of items found to be in need of repair or in unusable condition for direction or decision. Repair any damage to equipment caused in removal or handling
- I. Fixtures and other equipment removed and to be-used shall be cleaned before reinstallation. Provide new lamps for reused light fixtures.
- J. Added Circuits: All loads and circuits added to existing panelboards shall be balanced between phases. On existing panelboards where circuits are changed, replace panel directories with new typed directories.
- K. All material and equipment which is noted or required by the owner to be salvaged and which is not scheduled to be reused or relocated shall be carefully removed and shall be delivered to the owner and stored where directed on the site.
- L. Remove all abandoned low voltage wiring. All wiring disconnected on one or both ends is considered abandoned unless tagged and labeled "future" or "spare". Verify with Owner any cabling connected on both ends is still in use prior to removal.

2.4 CUTTING AND PATCHING

- A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.
- B. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing firestopping has been disturbed. Repair and refinish materials and other surfaces by skilled mechanics of trades involved.

2.5 INSTALLATION OF ELECTRICAL WORK

- A. Unless more stringent requirements are specified in the Contract Documents or manufacturers' written instructions, comply with NFPA 70 and NECA NEIS 1 for installation of Work specified in Division 26. Consult Architect for resolution of conflicting requirements.

2.6 FIELD QUALITY CONTROL

- A. Inspect installed components for damage and faulty work, including the following:
 - 1. Firestopping.
 - 2. Electrical demolition.
 - 3. Cutting and patching for electrical construction.
 - 4. Touchup painting.

2.7 REFINISHING AND TOUCHUP PAINTING

- A. Refinish and touch up paint.
 - 1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.

2. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
4. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

2.8 CLEANING AND PROTECTION

- A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.
- B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

2.9 ELECTRIC SERVICE OUTAGE AND ENERGIZATIONS

- A. Owner Approval: Electric service outages or energizations required shall be approved by the Owner before outages or energization. Outages shall be scheduled at the convenience of the Owner.
- B. Written Request: Requests for outages and energizations shall be submitted in writing to the Owner for approval at the earliest possible date and in no case later than 14 days prior to the outage and/or energization.
- C. Cancellation: The Owner reserves the right to cancel or change the scheduling of any outage up to 24 hours before its approved starting time. There shall be no additional cost to Owner for scheduled outages, or for outages re-scheduled at the Owner's request where at least 24 hours' notice has been given by the Owner.
- D. Schedules: A minimum of two (2) weeks before the first outage, submit a schedule of proposed sequence of all the electric feeder and switchboard outages and energizations. This schedule shall show construction energizations and shall include any weekend work. The schedule shall list the work to be completed during and between each outage.
- E. Minimize all outages on the Owner's electrical system and employ sufficient workmen so that work will be carried on concurrently at more than one location, when necessary.
- F. Before submitting any energization and/or outage requests, provide the owner with evidence that the following requirements have been met:
 1. All required equipment and material is on the job site. All related installations that can be worked on without an energization and/or outage are complete, tested, available for inspection, and ready for service.
 2. All shop drawings, test reports, installation data, and operational data have been submitted and approved.
 3. The energizing and outage schedule has been submitted and approved.
- G. Similar outage procedures shall be followed for telecommunications and other services to the facility.

2.10 PRIMARY SERVICE PROCEDURES

- A. During the energization and/or outage follow established switching procedures. Coordinate with the Owners operating personnel.
- B. Service disconnecting means and primary switches shall be left open and tagged in the name of a person to be designated by the Owner. In no case shall these cards be removed or switches closed without that person's approval.
- C. Operation of each primary switch installed under the contract shall be under Division 26. All switching of Owner system to perform the outage shall be performed by Division 26.
- D. At the time of energizing each primary feeder and/or equipment, the Contractor will be prepared to handle any situation that may arise from a cable or equipment failure or other faults on the system. If a failure or a fault occur, check out and place the system in proper operation with the required personnel and equipment.
- E. All primary and secondary temporary connections will be performed under Division 26.

END OF SECTION

SECTION 260519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Copper building wire rated 600 V or less.
 - 2. Aluminum building wire rated 600 V or less.
 - 3. Metal-clad cable, Type MC, rated 600 V or less.
 - 4. Armored cable, Type AC, rated 600 V or less.
 - 5. Photovoltaic cable, Type PV, rated 2000 V or less.
 - 6. Mineral-insulated cable, Type MI, rated 600 V or less.
 - 7. Tray cable, Type TC, rated 600 V or less.
 - 8. Connectors, splices, and terminations rated 600 V and less.
- B. Related Requirements:
 - 1. Section 260523 "Control-Voltage Electrical Power Cables" for control systems communications cables and Classes 1, 2 and 3 control cables.
 - 2. Section 271513 "Communications Copper Horizontal Cabling" for twisted pair cabling used for data circuits.

1.3 DEFINITIONS

- A. PV: Photovoltaic.
- B. RoHS: Restriction of Hazardous Substances.
- C. VFC: Variable frequency controller.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Product Schedule: Indicate type, use, location, and termination locations.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For [testing agency] [manufacturer's authorized service representative].
- B. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA.
 - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Alanwire

- b. Alpha Wire.
- c. American Bare Conductor
- d. Belden Inc.
- e. Cerro Wire
- f. Encore Wire Corporation.
- g. General Cable Technologies Corporation.
- h. Okonite Company (The)
- i. Service Wire Co.
- j. Southwire Incorporated.
- k. United Copper Industries.

C. Standards:

- 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- 2. RoHS compliant.
- 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

D. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.

E. Conductor Insulation:

- 1. Type THHN and Type THWN-2: Comply with UL 83.
- 2. Type THW and Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
- 3. Type XHHW-2: Comply with UL 44.

F. Shield:

- 1. Type TC-ER: Cable designed for use with VFCs, with oversized crosslinked polyethylene insulation, spiral-wrapped foil plus 85 percent coverage braided shields and insulated full-size ground wire, and sunlight- and oil-resistant outer PVC jacket.

2.2 ALUMINUM BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn aluminum current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Manufacturers: Subject to compliance with requirements, provide products by the following:

- 1. Encore Wire Corporation
- 2. General Cable Technologies Corporation.
- 3. Houston Wire & Cable Co.
- 4. Kaiser
- 5. Okonite Company (The)
- 6. Southwire Incorporated.

C. Standards:

- 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- 2. RoHS compliant.
- 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

D. Conductors: Aluminum, complying with ASTM B 800 and ASTM B 801.

E. Conductor Insulation:

- 1. Type THHN and Type THWN-2: Comply with UL 83.
- 2. Type THW and Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
- 3. Type XHHW-2: Comply with UL 44.

2.3 METAL-CLAD CABLE, TYPE MC

A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.

- B. Manufacturers: Subject to compliance with requirements, [provide products by the following]:
 - 1. AFC Cable Systems.
 - 2. Allied.
 - 3. Anixter
 - 4. Kaf-Tech
 - 5. Service Wire Co.
 - 6. Southwire Incorporated.
- C. Standards:
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
 - 2. Comply with UL 1569.
 - 3. RoHS compliant.
 - 4. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- D. Circuits:
 - 1. Single circuit and multicircuit with color-coded conductors.
- E. Conductors:
 - 1. Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
 - 2. Aluminum, complying with ASTM B 800 and ASTM B 801.
- F. Ground Conductor: Insulated.
- G. Conductor Insulation:
 - 1. Type TFN/THHN/THWN-2: Comply with UL 83.
 - 2. Type XHHW-2: Comply with UL 44.
- H. Sheath: Aluminum, interlocked.
- I. Jacket: PVC applied over sheath.

2.4 ARMORED CABLE, TYPE AC

- A. Description: A factory assembly of insulated current-carrying conductors with or without an equipment grounding conductor in an overall metallic sheath.
- B. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. AFC Cable Systems.
 - 2. Allied.
 - 3. Anixter
 - 4. Kaf-Tech
 - 5. Okonite Company (The)
 - 6. Service Wire Co.
 - 7. Southwire Incorporated.
- C. Standards:
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
 - 2. RoHS compliant.
 - 3. Comply with UL 4.
 - 4. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- D. Circuits:
 - 1. Single circuit and multicircuit with color-coded conductors.
- E. Conductors:
 - 1. Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.

- 2. Aluminum, complying with ASTM B 800 and ASTM B 801.
- F. Ground Conductor: Insulated.
- G. Conductor Insulation: Type THHN/THWN-2. Comply with UL 83.
- H. Armor: Aluminum, interlocked.
- I. Sheath to have green coating to indicate separate insulated ground conductor in accordance with 250.118.

2.5 CONNECTORS AND SPLICES

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. 3M Electrical Products
 - 2. AFC Cable Systems, Inc.
 - 3. Gardner Bender.
 - 4. Hubbell Power Systems, Inc.
 - 5. Ideal Industries, Inc.
 - 6. ILSCO
 - 7. NSi Industries LLC.
 - 8. O-Z/Gedney; a brand of the EGS Electrical Group.
 - 9. Service Wire Co.
 - 10. TE Connectivity Ltd.
 - 11. Thomas & Betts Corporation
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- C. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- D. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
 - 1. Materials:
 - a. Copper.
 - 2. Type: Two hole with standard barrels.
 - 3. Termination: Compression.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance:
 - 1. Type THHN/THWN-2, single conductors in raceway.
- B. Exposed Feeders:
 - 1. Type THHN/THWN-2, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace:
 - 1. Type THHN/THWN-2, single conductors in raceway.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground:
 - 1. Type THHN/THWN-2, single conductors in raceway.
- E. Exposed Branch Circuits, Including in Crawlspace:

1. Type THHN/THWN-2, single conductors in raceway
- F. Branch Circuits Concealed in Ceilings, Walls, and Partitions:
 1. Type THHN/THWN-2, single conductors in raceway
- G. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground:
 1. Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Cable installations shall only be allowed where identified in Part 3.2. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."
- G. Group conductors with phases A, B, C, and neutral together in all conduits or raceways regardless of number of sets of conductors, conduits or raceway type.
- H. Do not install more conductors in a raceway than indicated on the drawings. A maximum of three branch circuits are to be installed in any one conduit, on 3 phase 4 wire system, unless specifically indicated otherwise on the drawings. No two branch circuits of the same phase are to be installed in the same conduit, unless specifically indicated on the drawings. Where the quantity of wires is not indicated on the drawings for branch circuits (2) #12 copper conductors shall be provided.

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 IDENTIFICATION

- A. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

- B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- D. Perform the following tests and inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
 - 2. After installing conductors and cables and before electrical circuitry has been energized, test conductors feeding the following critical equipment and services for compliance with requirements:
 - a. Panel SH
 - 3. Perform each of the following visual and electrical tests:
 - a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
 - b. Test bolted connections for high resistance using one of the following:
 - 1) A low-resistance ohmmeter.
 - 2) Calibrated torque wrench.
 - 3) Thermographic survey.
 - c. Inspect compression-applied connectors for correct cable match and indentation.
 - d. Inspect for correct identification.
 - e. Inspect cable jacket and condition.
 - f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500-V dc for 300-V rated cable and 1000-V dc for 600-V rated cable for a one-minute duration.
 - g. Continuity test on each conductor and cable.
 - h. Uniform resistance of parallel conductors.
 - 4. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.
 - a. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - b. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
 - 5. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
- E. Cables will be considered defective if they do not pass tests and inspections.
- F. Prepare test and inspection reports to record the following:
 - 1. Procedures used.
 - 2. Results that comply with requirements.
 - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

END OF SECTION

SECTION 260523 CONTROL-VOLTAGE ELECTRICAL POWER CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Category 5e twisted pair cable.
 - 2. Category 6 twisted pair cable.
 - 3. Twisted pair cabling hardware.
 - 4. RS-485 cabling.
 - 5. Low-voltage control cabling.
 - 6. Control-circuit conductors.
 - 7. Identification products.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.
- C. Plenum: A space forming part of the air distribution system to which one or more air ducts are connected. An air duct is a passageway, other than a plenum, for transporting air to or from heating, ventilating, or air-conditioning equipment.
- D. RCDD: Registered Communications Distribution Designer.

1.4 ACTION SUBMITTALS

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified layout technician, installation supervisor, and field inspector.
- B. Source quality-control reports.
- C. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
 - 1. Testing Agency's Field Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Flame Travel and Smoke Density in Plenums: As determined by testing identical products according to NFPA 262 by a qualified testing agency. Identify products for installation in plenums with appropriate markings of applicable testing agency.
 - 1. Flame Travel Distance: 60 inches or less.
 - 2. Peak Optical Smoke Density: 0.5 or less.

3. Average Optical Smoke Density: 0.15 or less.
- C. Flame Travel and Smoke Density for Riser Cables in Non-Plenum Building Spaces: As determined by testing identical products according to UL 1666.
- D. Flame Travel and Smoke Density for Cables in Non-Riser Applications and Non-Plenum Building Spaces: As determined by testing identical products according to UL 1685.
- E. RoHS compliant.

2.2 CATEGORY 5E BALANCED TWISTED PAIR CABLE

- A. Description: Four-pair, balanced-twisted pair cable, certified to meet transmission characteristics of Category 5e cable at frequencies up to 100 MHz.
- B. Manufacturers: Subject to compliance with requirements, provide products by the following:
 1. ADC.
 2. Alpha Wire Company; a division of Belden Inc.
 3. Belden Inc.
 4. Berk-Tek
 5. CommScope, Inc.
 6. Draka Cableteq USA.
 7. General Cable.
 8. Genesis Cable Products; Honeywell International, Inc.
 9. Mohawk; a division of Belden Inc.
 10. Nexans; Berk-Tek Products.
 11. Siemon Company (The).
 12. Superior Essex Inc.
 13. SYSTIMAX Solutions; a CommScope, Inc. brand.
 14. 3M.
 15. Tyco Electronics/AMP Netconnect; Tyco International Ltd.
- C. Standard: Comply with ICEA S-90-661, NEMA WC 63.1, and TIA-568-C.2 for Category 5e cables.
- D. Conductors: 100-ohm, 24 AWG solid copper.
- E. Shielding/Screening: Shielded twisted pairs (FTP).
- F. Cable Rating: Plenum.
- G. Jacket: Gray thermoplastic.

2.3 CATEGORY 6 BALANCED TWISTED PAIR CABLE

- A. Description: Four-pair, balanced-twisted pair cable, with internal spline, certified to meet transmission characteristics of Category 6 cable at frequencies up to 250MHz.
- B. Manufacturers: Subject to compliance with requirements, provide products by the following:
 1. ADC.
 2. Alpha Wire Company; a division of Belden Inc.
 3. Belden Inc.
 4. Berk-Tek
 5. CommScope, Inc.
 6. Draka Cableteq USA.
 7. General Cable.
 8. Genesis Cable Products; Honeywell International, Inc.
 9. Mohawk; a division of Belden Inc.
 10. Nexans; Berk-Tek Products.
 11. Siemon Company (The).
 12. Superior Essex Inc.
 13. SYSTIMAX Solutions; a CommScope, Inc. brand.
 14. 3M.
 15. Tyco Electronics/AMP Netconnect; Tyco International Ltd.
- C. Standard: Comply with NEMA WC 66/ICEA S-116-732 and TIA-568-C.2 for Category 6 cables.

- D. Conductors: 100-ohm, 23 AWG solid copper.
- E. Shielding/Screening: Shielded twisted pairs (FTP).
- F. Cable Rating: Plenum.
- G. Jacket: Yellow thermoplastic.

2.4 BALANCED TWISTED PAIR CABLE HARDWARE

- A. Description: Hardware designed to connect, splice, and terminate twisted pair copper communications cable.
- B. Manufacturers: Subject to compliance with requirements, provide products by the following :
 - 1. ADC.
 - 2. Alpha Wire Company; a division of Belden Inc.
 - 3. Belden Inc.
 - 4. Berk-Tek
 - 5. CommScope, Inc.
 - 6. Draka Cableteq USA.
 - 7. General Cable.
 - 8. Genesis Cable Products; Honeywell International, Inc.
 - 9. Mohawk; a division of Belden Inc.
 - 10. Nexans; Berk-Tek Products.
 - 11. Siemon Company (The).
 - 12. Superior Essex Inc.
 - 13. SYSTIMAX Solutions; a CommScope, Inc. brand.
 - 14. 3M.
 - 15. Tyco Electronics/AMP Netconnect; Tyco International Ltd.
- C. General Requirements for Balanced Twisted Pair Cable Hardware:
 - 1. Comply with the performance requirements of Category 6 .
 - 2. Comply with TIA-568-C.2, IDC type, with modules designed for punch-down caps or tools.
 - 3. Cables shall be terminated with connecting hardware of same category or higher.
- D. Source Limitations: Obtain twisted pair cable hardware from single source from single manufacturer.
- E. Connecting Blocks: 110-style IDC for Category 5e 110-style IDC for Category 6. Provide blocks for the number of cables terminated on the block, plus 25] percent spare, integral with connector bodies, including plugs and jacks where indicated.
- F. Cross-Connect: Modular array of connecting blocks arranged to terminate building cables and permit interconnection between cables.
 - 1. Number of Terminals per Field: One for each conductor in assigned cables.
- G. Patch Panel: Modular panels housing numbered jack units with IDC-type connectors at each jack location for permanent termination of pair groups of installed cables.
 - 1. Features:
 - a. Universal T568A and T568B wiring labels.
 - b. Labeling areas adjacent to conductors.
 - c. Replaceable connectors.
 - d. 24 or 48 ports.
 - 2. Construction: 16-gauge steel and mountable on 19-inch equipment racks.
- H. Patch Cords: Factory-made, four-pair cables in 36-inch lengths; terminated with an eight-position modular plug at each end.
 - 1. Patch cords shall have bend-relief-compliant boots and color-coded icons to ensure performance. Patch cords shall have latch guards to protect against snagging.
 - 2. Patch cords shall have color-coded boots for circuit identification.
- I. Plugs and Plug Assemblies:
 - 1. Male; eight position; color-coded modular telecommunications connector designed for termination of a single four-pair 100-ohm unshielded or shielded twisted pair cable.

2. Comply with IEC 60603-7-1, IEC 60603-7-2, IEC 60603-7-3, IEC 60603-7-4, and IEC 60603-7.5.
 3. Marked to indicate transmission performance.
- J. Jacks and Jack Assemblies:
1. Female; eight position; modular; fixed telecommunications connector designed for termination of a single four-pair 100-ohm unshielded or shielded twisted pair cable.
 2. Designed to snap-in to a patch panel or faceplate.
 3. Standards:
 - a. Category 5e, unshielded twisted pair cable shall comply with IEC 60603-7-2.
 - b. Category 5e, shielded twisted pair cable shall comply with IEC 60603-7-3.
 - c. Category 6, unshielded twisted pair cable shall comply with IEC 60603-7-4.
 - d. Category 6, shielded twisted pair cable shall comply with IEC 60603-7.5.
 - e. Category 6a, unshielded twisted pair cable shall comply with IEC 60603-7-41.
 - f. Category 6a, shielded twisted pair cable shall comply with IEC 60603-7.51.
 4. Marked to indicate transmission performance.
- K. Faceplate:
1. Four port, vertical single-gang faceplates designed to mount to single-gang wall boxes.
 2. Eight port, vertical double-gang faceplates designed to mount to double-gang wall boxes.
 3. Plastic Faceplate: High-impact plastic. white
 4. For use with snap-in jacks accommodating any combination of twisted pair, optical fiber, and coaxial work area cords.
 - a. Flush mounting jacks, positioning the cord at a 45-degree angle.
- L. Legend:
1. Machine printed, in the field, using adhesive-tape label.
 2. Snap-in, clear-label covers and machine-printed paper inserts.

2.5 RS-232 CABLE

- A. Description: Hardware designed to connect, splice, and terminate twisted pair copper communications cable.
- B. Manufacturers: Subject to compliance with requirements, provide products by the following :
1. Allied Wire & Cable Inc.
 2. Belden Inc.
 3. General Cable.
 4. Genesis Cable.
 5. Southwire Company.
 6. PVC-Jacketed, TIA 232-F:
 - a. Three, No. 22 AWG, stranded (7x30) tinned copper conductors.
 - b. Polypropylene insulation.
 - c. Aluminum foil-polyester tape shield with 100 percent shield coverage.
 - d. PVC jacket.
 - e. Conductors are cabled on common axis with No. 24 AWG, stranded (7x32) tinned copper drain wire.
 - f. NFPA 70 Type: Type CM.
 - g. Flame Resistance: Comply with UL 1581.
 7. Plenum-Type, TIA 232-F:
 - a. Three, No. 22 AWG, stranded (7x30) tinned copper conductors.
 - b. PE insulation.
 - c. Aluminum foil-polyester tape shield with 100 percent shield coverage.
 - d. Fluorinated ethylene propylene jacket.
 - e. Conductors are cabled on common axis with No. 24 AWG, stranded (7x32) tinned copper drain wire.
 - f. Flame Resistance: Comply with NFPA 262.

2.6 LOW-VOLTAGE CONTROL CABLE

- A. Paired Cable: NFPA 70, Type CMG.

1. Multi-pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
 2. PVC insulation.
 3. Unshielded.
 4. PVC jacket.
 5. Flame Resistance: Comply with UL 1685.
- B. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.
1. Multi-pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
 2. PVC insulation.
 3. Unshielded.
 4. PVC jacket.
 5. Flame Resistance: Comply with NFPA 262.

2.7 CONTROL-CIRCUIT CONDUCTORS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following :
1. Encore Wire Corporation.
 2. General Cable Technologies Corporation.
 3. Southwire Company.
- B. Class 1 Control Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.
- C. Class 2 Control Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.
- D. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.
- E. Class 2 Control Circuits and Class 3 Remote-Control and Signal Circuits That Supply Critical Circuits: Circuit Integrity (CI) cable.

2.8 SOURCE QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to evaluate cables.
- B. Factory test twisted pair cables according to TIA-568-C.2.
- C. Cable will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Test cables on receipt at Project site.
1. Test each pair of twisted pair cable for open and short circuits.

3.2 INSTALLATION OF RACEWAYS AND BOXES

- A. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for raceway selection and installation requirements for boxes, conduits, and wireways as supplemented or modified in this Section.
1. Outlet boxes for cables shall be no smaller than 4 inches square by 2-1/8 inches deep with extension ring sized to bring edge of ring to within 1/8 inch of the finished wall surface.
 2. Flexible metal conduit shall not be used.
- B. Comply with TIA-569-D for pull-box sizing and length of conduit and number of bends between pull points.
- C. Install manufactured conduit sweeps and long-radius elbows if possible.
- D. Raceway Installation in Equipment Rooms:

1. Position conduit ends adjacent to a corner on backboard if a single piece of plywood is installed, or in the corner of the room if multiple sheets of plywood are installed around perimeter walls of the room.
 2. Install cable trays to route cables if conduits cannot be located in these positions.
 3. Secure conduits to backboard if entering the room from overhead.
 4. Extend conduits 3 inches above finished floor.
 5. Install metal conduits with grounding bushings and connect with grounding conductor to grounding system.
- E. Backboards: Install backboards with 96-inch dimension vertical. Butt adjacent sheets tightly and form smooth gap-free corners and joints.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1 and NFPA 70.
- B. General Requirements for Cabling:
1. Comply with TIA-568-C Series of standards.
 2. Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems."
 3. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
 4. Cables may not be spliced and shall be continuous from terminal to terminal. Do not splice cable between termination, tap, or junction points.
 5. Cables serving a common system may be grouped in a common raceway. Install network cabling and control wiring and cable in separate raceway from power wiring. Do not group conductors from different systems or different voltages.
 6. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
 7. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Install lacing bars and distribution spools.
 8. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
 9. Cold-Weather Installation: Bring cable to room temperature before dereeling. Do not use heat lamps for heating.
 10. Pulling Cable: Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Monitor cable pull tensions.
 11. Support: Do not allow cables to lay on removable ceiling tiles.
 12. Secure: Fasten securely in place with hardware specifically designed and installed so as to not damage cables.
 13. Provide strain relief.
 14. Keep runs short. Allow extra length for connecting to terminals. Do not bend cables in a radius less than 10 times the cable OD. Use sleeves or grommets to protect cables from vibration at points where they pass around sharp corners and through penetrations.
 15. Ground wire shall be copper, and grounding methods shall comply with IEEE C2. Demonstrate ground resistance.
- C. Balanced Twisted Pair Cable Installation:
1. Comply with TIA-568-C.2.
 2. Install termination hardware as specified in Section 271513 "Communications Copper Horizontal Cabling" unless otherwise indicated.
 3. Do not untwist balanced twisted pair cables more than 1/2 inch at the point of termination to maintain cable geometry.
- D. Installation of Control-Circuit Conductors:
1. Install wiring in raceways.
 2. Use insulated spade lugs for wire and cable connection to screw terminals.
 3. Comply with requirements specified in Section 260533 "Raceways and Boxes for Electrical Systems."

E. Open-Cable Installation:

1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
2. Suspend copper cable not in a wireway or pathway a minimum of 8 inches above ceilings by cable supports not more than 30 inches apart.
3. Cable shall not be run through or on structural members or in contact with pipes, ducts, or other potentially damaging items. Do not run cables between structural members and corrugated panels.

F. Installation of Cable Routed Exposed under Raised Floors:

1. Install plenum-rated cable only.
2. Install cabling after the flooring system has been installed in raised floor areas.
3. Below each feed point, neatly coil a minimum of 72 inches of cable in a coil not less than 12 inches in diameter.

G. Separation from EMI Sources:

1. Comply with BICSI TDMM and TIA-569-D recommendations for separating unshielded copper voice and data communications cable from potential EMI sources including electrical power lines and equipment.
2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:
 - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of 5 inches.
 - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 12 inches.
 - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 24 inches.
3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:
 - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of 2-1/2 inches.
 - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 6 inches.
 - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 12 inches.
4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:
 - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: No requirement.
 - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 3 inches.
 - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 6 inches.
5. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or 5 HP and Larger: A minimum of 48 inches.
6. Separation between Communications Cables and Fluorescent Fixtures: A minimum of 5 inches.

3.4 REMOVAL OF CONDUCTORS AND CABLES

- A. Remove abandoned conductors and cables. Abandoned conductors and cables are those installed that are not terminated at equipment and are not identified for future use with a tag.

3.5 CONTROL-CIRCUIT CONDUCTORS

A. Minimum Conductor Sizes:

1. Class 1 remote-control and signal circuits; No. 14 AWG.
2. Class 2 low-energy, remote-control, and signal circuits; No. 16 AWG.
3. Class 3 low-energy, remote-control, alarm, and signal circuits; No. 12 AWG.

3.6 FIRESTOPPING

- A. Comply with requirements for "Firestopping."
- B. Comply with TIA-569-B, Annex A, "Firestopping."
- C. Comply with BICSI TDMM, "Firestopping" Chapter.

3.7 GROUNDING

- A. For data communication wiring, comply with ANSI-J-STD-607-B and with BICSI TDMM, "Bonding and Grounding (Earthing)" Chapter.
- B. For low-voltage control wiring and cabling, comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."

3.8 IDENTIFICATION

- A. Identify data and communications system components, wiring, and cabling according to TIA-606-A; label printers shall use label stocks, laminating adhesives, and inks complying with UL 969.
- B. Identify each wire on each end and at each terminal with a number-coded identification tag. Each wire shall have a unique tag.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- D. Perform the following tests and inspections:
- E. Tests and Inspections:
 - 1. Visually inspect cable jacket materials for UL or third-party certification markings. Inspect cabling terminations to confirm color-coding for pin assignments, and inspect cabling connections to confirm compliance with TIA-568-C.1.
 - 2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
 - 3. Test cabling for direct-current loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination but not after cross-connection.
 - a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.2. Perform tests with a tester that complies with performance requirements in "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
- F. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide, or transfer the data from the instrument to the computer, save as text files, print, and submit.
- G. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- H. Prepare test and inspection reports.

END OF SECTION

SECTION 260526

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes grounding and bonding systems and equipment.
- B. Section includes grounding and bonding systems and equipment, plus the following special applications:
 - 1. Underground distribution grounding.
 - 2. Ground bonding common with lightning protection system.
 - 3. Foundation steel electrodes.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans showing dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Ground rods.
 - 2. Grounding arrangements and connections for separately derived systems.
- B. Qualification Data: For testing agency and testing agency's field supervisor.
- C. Field quality-control reports.
- D. .

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - a. Plans showing as-built, dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1) Ground rods.
 - 2) Grounding arrangements and connections for separately derived systems.
 - b. Instructions for periodic testing and inspection of grounding features at grounding connections for separately derived systems based on NFPA 70B.
 - 1) Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
 - 2) Include recommended testing intervals.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Certified by NETA.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following :
 - 1. 3M
 - 2. Alanwire
 - 3. Burndy
 - 4. Cerrowire
 - 5. Erico
 - 6. Galvan Electrical
 - 7. General Cable Technologies Corporation.
 - 8. Harger
 - 9. Hilti
 - 10. Hubbell
 - 11. IlSCO
 - 12. Lyncole
 - 13. Panduit
 - 14. Southwire Incorporated.
 - 15. Thomas & Betts
 - 16. United Copper Industries.

2.3 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THW-2.
- D. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
- E. Grounding Bus: Pre-drilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- E. Bus-Bar Connectors: Compression type, copper or copper alloy, with two wire terminals.
- F. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- G. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- H. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.
- I. Conduit Hubs: Mechanical type, terminal with threaded hub.
- J. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- K. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.
- L. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.
- M. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.
- N. Straps: Solid copper, copper lugs. Rated for 600 A.
- O. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal two-piece clamp.
- P. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.
- Q. Water Pipe Clamps:
 - 1. Mechanical type, two pieces with zinc-plated bolts.
 - a. Material: Tin-plated aluminum.
 - b. Listed for direct burial.
 - 2. U-bolt type with malleable-iron clamp and copper ground connector.
- R. Compression Connectors: Irreversible type, copper or copper alloy connectors, meet or exceed IEEE837, UL467, and CSA22.2, factory filled with oxide inhibitor compound, and marked and approved for Direct Burial. Connectors must be fully crimped, allowing visible inspection of the embossed index number on the crimped connector, which should match the same index number on the die. May be used above and below grade, on electrodes, and in concrete encased applications.
 - 1. Thomas & Betts Easy Ground Figure 6 Connector, Easy Ground Figure 8 Connector, Easy Ground C-Taps, Easy Ground C-Crimps.

2.5 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad; 3/4 inch by 10 feet.
 - 1. Ground rods to have knurled pattern at clamp or compression connection.
- B. Chemical-Enhanced Grounding Electrodes: Copper tube, straight or L-shaped, charged with nonhazardous electrolytic chemical salts.
 - 1. Termination: Factory-attached No. 4/0 AWG bare conductor at least 48 inches long.
 - 2. Backfill Material: Electrode manufacturer's recommended material.
- C. Ground Plates: 1/4 inch thick, hot-dip galvanized.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare [tinned-]copper conductor, No. 2/0 AWG minimum.
 - 1. Bury at least 30 inches below grade.
 - 2. Duct-Bank Grounding Conductor: Bury 12 inches above duct bank when indicated as part of duct-bank installation.

- C. Grounding Conductors: Green-colored insulation with continuous yellow stripe.
- D. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- E. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
 - 1. Install bus horizontally, on insulated spacers 2 inches minimum from wall, 6 inches above finished floor unless otherwise indicated.
 - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.
- F. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Irreversible compression or welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Welded connectors.
- G. Panelboard Bonding:
 - 1. Bond normal and critical circuit panelboards commonly serving patient care areas together, per NFPA 70 517.14.
 - a. The equipment grounding terminal busses of the normal and essential branch circuit panelboards serving the same individual patient vicinity, shall be bonded together with an insulated continuous copper conductor not smaller than #10 AWG.
- H. Equipotential Bonding:
 - 1. Provide bonding between all metal parts in Operating and Procedure Rooms including booms, door frames, medical gas outlets, and any other metal surfaces below 7'0".

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.

3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- C. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
 - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 - 2. Use exothermic welds for all below-grade connections.

3. Rod to have knurled area for clamp or compression connection. Knurl may be field installed with tool made for purpose.
 4. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- D. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 3. Use irreversible compression or exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- E. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet apart.
- F. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.
1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
 2. Make connections with clean, bare metal at points of contact.
 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
 4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections.
- D. Tests and Inspections:
1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
 4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- E. Grounding system will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.
- G. Report measured ground resistances that exceed the following values:
1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.

2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
 3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
 4. Power Distribution Units or Panelboards Serving Electronic Equipment: 13 ohm(s).
- H. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION

SECTION 260529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Steel slotted support systems.
 - 2. Aluminum slotted support systems.
 - 3. Nonmetallic slotted support systems.
 - 4. Conduit and cable support devices.
 - 5. Support for conductors in vertical conduit.
 - 6. Structural steel for fabricated supports and restraints.
 - 7. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
 - 8. Fabricated metal equipment support assemblies.
 - 9. Construction requirements for concrete bases.

1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 - 1. Suspended ceiling components.
 - 2. Ductwork, piping, fittings, and supports.
 - 3. Structural members to which hangers and supports will be attached.
 - 4. Size and location of initial access modules for acoustical tile.
 - 5. Items penetrating finished ceiling, including the following:
 - a. Luminaires.
 - b. Air outlets and inlets.
 - c. Speakers.
 - d. Sprinklers.
 - e. Access panels.
- B. Welding certificates.

1.4 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M.
 - 2. AWS D1.2/D1.2M.

1.5 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified together with concrete Specifications.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, to design hanger and support system.

- B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
1. Flame Rating: Class 1.
 2. Self-extinguishing according to ASTM D 635.

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch-diameter holes at a maximum of 8 inches o.c. in at least one surface.
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Power-Strut
 - f. Thomas & Betts Corporation.
 - g. Unistrut; Tyco International, Ltd.
 - h. Wesanco, Inc.
 2. Standard: Comply with MFMA-4, factory-fabricated components for field assembly.
 3. Material for Channel, Fittings, and Accessories: Galvanized steel.
 4. Channel Width: Selected for applicable load criteria.
 5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 6. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 7. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 8. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Aluminum Slotted Support Systems: Extruded-aluminum channels and angles with minimum 13/32-inch- (10-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c. in at least one surface.
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper Industries.
 - b. Flex-Strut, Inc.
 - c. Haydon Corporation
 - d. MKT Metal Manufacturing
 - e. Power-Strut
 - f. Thomas & Betts Corporation.
 - g. Unistrut; Tyco International, Ltd.
 2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
 3. Channel Material: 6063-T5 aluminum alloy.
 4. Fittings and Accessories Material: 5052-H32 aluminum alloy.
 5. Channel Width: Selected for applicable load criteria.
 6. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 7. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 8. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with minimum 13/32-inch- diameter holes at a maximum of 8 inches o.c., in at least one surface.
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Allied Tube & Conduit.
 - b. B-Line, Inc.
 - c. Fabco Plastics
 - d. G-Strut

- e. Haydon Corporation
 - f. Power-Strut
 - g. Seasafe, Inc
 - 2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
 - 3. Channel Width: Selected for applicable load criteria.
 - 4. Fittings and Accessories: Products provided by channel and angle manufacturer and designed for use with those items.
 - 5. Fitting and Accessory Materials: Same as those for channels and angles.
 - 6. Rated Strength: Selected to suit applicable load criteria.
 - 7. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- D. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- E. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
- 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co.
 - 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
 - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
 - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
 - 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 - 6. Toggle Bolts: All-steel springhead type.
 - 7. Hanger Rods: Threaded steel.

2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
 - 1. NECA 1.
 - 2. NECA 101
 - 3. NECA 102.
- B. Comply with requirements for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- C. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMTs, IMCs, and RMCs as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- E. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted [or other]support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- F. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, may be supported by openings through structure members, according to NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
 - 6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
 - 7. To Light Steel: Sheet metal screws.
 - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements for site-fabricated metal supports.

- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Concrete bases shall be 4 inches high for power systems where identified required by drawings or for ground or floor mounted equipment.
- C. Use 3000-psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements as specified.
- D. Anchor equipment to concrete base.
 - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Touchup: Comply with requirements for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION

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SECTION 260533 RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Nonmetal wireways and auxiliary gutters.
 - 5. Boxes, enclosures, and cabinets.
- B. Related Requirements:
 - 1. Section 270528 "Pathways for Communications Systems" for conduits, wireways, surface pathways, innerduct, boxes, faceplate adapters, enclosures, cabinets, and handholes serving communications systems.

1.3 DEFINITIONS

- A. ARC: Aluminum rigid conduit.
- B. GRC: Galvanized rigid steel conduit.
- C. IMC: Intermediate metal conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
 - 1. Structural members in paths of conduit groups with common supports.
 - 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

- A. Metal Conduit:
- B. Manufacturers: Subject to compliance with requirements, provide products by the following :
 - a. AFC Cable Systems, Inc.
 - b. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - c. Anamet Electrical, Inc.
 - d. Calconduit
 - e. Electri-Flex Company.
 - f. FSR Inc.

- g. Gibson Stainless
 - h. Korkap
 - i. Opti-Com Manufacturing Network, Inc.
 - j. O-Z/Gedney; a brand of EGS Electrical Group.
 - k. Perma-Cote
 - l. Picoma Industries, Inc.
 - m. Plasti-Bond
 - n. Republic Conduit.
 - o. Robroy Industries.
 - p. Southwire Company.
 - q. Thomas & Betts Corporation. (ABB Installation Products)
 - r. Western Tube and Conduit Corporation.
 - s. Wheatland Tube Company; a division of John Maneely Company.
2. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 3. GRC: Comply with ANSI C80.1 and UL 6.
 4. ARC: Comply with ANSI C80.5 and UL 6A.
 5. IMC: Comply with ANSI C80.6 and UL 1242.
 6. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - a. Comply with NEMA RN 1.
 - b. Coating Thickness: 0.040 inch, minimum.
 7. EMT: Comply with ANSI C80.3 and UL 797.
 8. FMC: Comply with UL 1; zinc-coated steel.
 9. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

C. Metal Fittings:

D. Manufacturers: Subject to compliance with requirements, provide products by the following :

- a. AFC Cable Systems, Inc.
 - b. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - c. Anamet Electrical, Inc.
 - d. Bridgeport Fittings, Inc.
 - e. Calconduit
 - f. Electri-Flex Company.
 - g. FSR Inc.
 - h. Gibson Stainless
 - i. Konkore
 - j. Opti-Com Manufacturing Network, Inc.
 - k. O-Z/Gedney; a brand of EGS Electrical Group.
 - l. Perma-Cote
 - m. Picoma Industries, Inc.
 - n. Plasti-Bond
 - o. Republic Conduit.
 - p. Robroy Industries.
 - q. Southwire Company.
 - r. Thomas & Betts Corporation.
 - s. Topaz Electric; a division of Topaz Lighting Corp.
 - t. Western Tube and Conduit Corporation.
 - u. Wheatland Tube Company; a division of John Maneely Company.
2. Comply with NEMA FB 1 and UL 514B.
 3. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 4. Fittings, General: Listed and labeled for type of conduit, location, and use.
 5. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
 6. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Setscrew.
 7. EMT Fittings Materials:
 - a. All Zinc materials shall be ASTM B86 certified

- b. All Zinc Product shall be ZAMAK #3 and/or #7 formula.
- c. All Steel shall be SAE 1050.
- 8. EMT Fittings Design:
 - a. Zinc die cast components shall be ball burnished.
 - b. Steel parts shall be zinc plated for corrosion protection.
 - c. All Locknuts shall have a dual, precision machined-cut thread, reversible and possess a serrated face on each side.
 - d. All set screw products shall be manufactured with a tri-drive head and staked or modified to prevent disassembly.
 - e. All fitting throat diameters shall be smooth with no sharp edges or slag.
 - f. Rain tight products shall have internal sealing rings to create and maintain a rain tight seal.
 - g. All fittings shall be tested per UL 514B and be listed by Underwriters Laboratories.
- 9. Transition Fittings:
 - a. All transitions fittings (go-to or from-to fittings) or fittings used to transition from one raceway type to another must be UL listed for that application.
- 10. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
- 11. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- E. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following :
 - 1. B-Line, an Eaton business
 - 2. Hoffman; a Pentair company.
 - 3. Milbank
 - 4. Mono-Systems, Inc.
 - 5. Square D; a brand of Schneider Electric.
- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 3R unless otherwise indicated, and sized according to NFPA 70.
 - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Screw-cover type unless otherwise indicated.
- E. Finish: Manufacturer's standard enamel finish.

2.3 SURFACE RACEWAYS

- A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. [Manufacturer's standard enamel finish in color.
- A. Manufacturers: Subject to compliance with requirements, provide products by the following :
 - a. Hubbell Incorporated; Wiring Device-Kellems
 - b. Mono-Systems, Inc.
 - c. Panduit Corp.
 - d. Wiremold / Legrand.
- B. Surface Nonmetallic Raceways: Two- or three-piece construction, complying with UL 5A, and manufactured of rigid PVC with texture and color selected by Architect from manufacturer's standard colors. Product shall comply with UL 94 V-0 requirements for self-extinguishing characteristics.

- A. Manufacturers: Subject to compliance with requirements, provide products by the following :
- a. Hubbell Incorporated; Wiring Device-Kellems
 - b. Mono-Systems, Inc.
 - c. Panduit Corp.
 - d. Wiremold / Legrand.

2.4 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following :
1. Adalet.
 2. Crouse-Hinds, an Eaton business
 3. EGS/Appleton Electric.
 4. Erickson Electrical Equipment Company.
 5. FSR Inc.
 6. Hoffman; a Pentair company.
 7. Hubbell Incorporated; Killark Division.
 8. Kraloy.
 9. Milbank Manufacturing Co.
 10. Mono-Systems, Inc.
 11. O-Z/Gedney; a brand of EGS Electrical Group.
 12. Plasti-Bond
 13. RACO; a Hubbell Company.
 14. Spring City Electrical Manufacturing Company.
 15. Stahlin Non-Metallic Enclosures; a division of Robroy Industries.
 16. Thomas & Betts Corporation.
 17. Topaz Electric; a division of Topaz Lighting
 18. Wiremold / Legrand.
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- G. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.
- H. Gangable boxes are prohibited.
- I. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 3R with continuous-hinge cover with flush latch unless otherwise indicated.
1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 2. Nonmetallic Enclosures: Fiberglass.
 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- J. Cabinets:
1. NEMA 250, Type 3R galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 2. Hinged door in front cover with flush latch and concealed hinge.
 3. Key latch to match panelboards.
 4. Metal barriers to separate wiring of different systems and voltage.
 5. Accessory feet where required for freestanding equipment.
 6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed Conduit: GRC.
 - 2. Concealed Conduit, Aboveground: GRC.
 - 3. Underground Conduit: RNC, direct buried.
 - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 - 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed, Not Subject to Physical Damage: EMT.
 - 2. Exposed, Not Subject to Severe Physical Damage: EMT.
 - 3. Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include the following:
 - a. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - c. Mechanical rooms.
 - d. Gymnasiums.
 - e. <Insert designations of applicable spaces or locations>.
 - 4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 - 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 - 6. Damp or Wet Locations: GRC.
 - 7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 - 3. EMT: Use setscrew fittings. Comply with NEMA FB 2.10 and UL514B.
 - 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- G. Install surface raceways only where indicated on Drawings.
- H. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.2 INSTALLATION

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- C. Do not install raceways or electrical items on any "explosion-relief" walls or rotating equipment.
- D. Do not fasten conduits onto the bottom side of a metal deck roof.

- E. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Do not install horizontal raceway runs above water and steam piping.
- F. Complete raceway installation before starting conductor installation.
- G. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- H. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed.
- I. Support within 12 inches of changes in direction.
- J. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.
- K. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- L. Support conduit within 12 inches of enclosures to which attached.
- M. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT, IMC, or RMC for raceways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- N. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- O. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- P. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- Q. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- R. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- S. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- T. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- U. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- V. Surface Raceways:
 - 1. Install surface raceway with a minimum 2-inch radius control at bend points.
 - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- W. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.

- X. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service raceway enters a building or structure.
 - 3. Conduit extending from interior to exterior of building.
 - 4. Conduit extending into pressurized duct and equipment.
 - 5. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
 - 6. Where otherwise required by NFPA 70.
- Y. EMT, RSC/IMC Expansion Joint Fittings:
 - 1. Install in each run of metallic conduit, indoors or outdoors, that is over 100' long in a straight run, or crosses a building (or structure) expansion joint.
 - 2. Weatherproof and approved for use without external bonding jumper.
 - 3. Sizes 1/2" through 4" EMTconduit, 1/2" to 6" RSC/IMC.
 - 4. 4" maximum movement.
 - 5. Electrogalvanized steel body.
- Z. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations subject to severe physical damage.
 - 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- AA. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to top of box unless otherwise indicated.
- BB. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- CC. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel. Do not install boxes back-to-back.
- DD. Locate boxes so that cover or plate will not span different building finishes.
- EE. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- FF. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- GG. Set metal floor boxes level and flush with finished floor surface.
- HH. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.
- II. Install hinged-cover enclosures and cabinets plumb. Support at each corner.
- JJ. Boxes installed in metal stud and sheetrock walls shall have far-side box support.
- KK. Boxes shall be secured to metal studs with spring steel clamp which wraps around the entire face of the stud and digs into both sides of the stud. Clamp shall be screwed into the stud.
- LL. Set outlet boxes for flush mounted devices to within 1/8" of finished wall.
- MM. Minimum box size to be two gang. For installation of single gang device use properly sized mud ring with thickness to install device within 1/8" of finished wall.
- NN. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

- A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified for pipe less than 6 inches in nominal diameter.
2. Install backfill as specified.
3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified.
4. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
 - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
6. Warning Planks: Bury warning planks approximately 12 inches above direct-buried conduits but a minimum of 6 inches below grade. Align planks along centerline of conduit.
7. Underground Warning Tape: Comply with requirements.

3.4 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

3.5 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.6 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION

SECTION 260800 COMMISSIONING OF ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.
- B. BoD-Electrical Systems Narrative documentation prepared by Owner and consultants contains requirements that apply to this Section and specified systems.
- C. This project will have selected building systems commissioned. Selected electrical systems are identified herein.
- D. A Commissioning Authority (CxA) shall be appointed by the Owner and will direct the commissioning process.

1.2 SUMMARY

- A. This Section includes requirements for commissioning the electrical systems, subsystems and equipment.

1.3 DEFINITIONS

- A. Architect: Includes Architect identified in the Contract for Construction between Owner and Contractor.
- B. Design Team: Includes the architect plus consultant/design professionals responsible for design of fire suppression, plumbing, HVAC, controls for HVAC systems, electrical, communications, electronic safety and security, as well as other related systems.
- C. BoD: Basis of Design.
- D. BoD-Electrical: Electrical systems basis of design.
- E. CxA: Commissioning Authority.
- F. OPR: Owner's Project Requirements.
- G. Systems, Subsystems, and Equipment: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, and equipment.

1.4 CONTRACTOR'S RESPONSIBILITIES

- A. Commissioning of a system or systems specified in this Division is part of the construction process. Documentation and testing of these systems, as well as training of the Owner's operation and maintenance personnel, is required in cooperation with the Owner's Representative and the CxA. Project Closeout is dependent on successful completion of all commissioning procedures, documentation, and issue closure.
- B. List of electrical systems to be commissioned:

Power Electrical Distribution Equipment
Power Generation Equipment
Electrical Power Management systems
Microgrid Equipment & Controls
BESS Equipment & Controls

1.5 SUBMITTALS

- A. Submittals shall be reviewed concurrently to the owner and delegated parties responsible for review for the purposes of verifying necessary components are in place to support the commissioning process and understanding of components for functional test procedure(s) for verification of system operation.
- B. Updated Submittals: Keep the Commissioning Authority informed of all changes: revise and resubmit when substantial changes are made.
- C. Startup Reports: Submit for acceptance of Commissioning Authority.
- D. Operation and maintenance manual shall be submitted in compliance with close out documents and in support of training required by the contract documents. Manual shall include the following as a minimum.
 - 1. Product Data: Include manufacturer's technical literature for each control device indicated, labeled with setting or adjustable range of control. Indicate dimensions, capacities, performance characteristics, electrical characteristics, finishes for materials and installation and startup instructions for each type of product indicated. Product data shall be updated to identify any changes which occurred during construction to reflect installed systems and components.
 - 2. Maintenance instructions and lists and spare parts for components, equipment, and systems installed.
 - a. Maintenance schedule for systems, equipment, and components are to be identified for installed systems compliant with manufacturer's requirements.
 - b. Cleaning methods and materials shall be identified.
 - 3. Calibration records, startup and system test reports, and list of setpoints and schedules applicable to the systems installed.
 - 4. As-built drawings identifying installation which deviates from the contract documents shall be provided.
 - 5. Manufacturer warranties executed and registered to the Owner.

PART 2 - PRODUCTS

- 1. Provide all standard testing equipment required to perform startup and initial checkout and required functional performance testing: unless otherwise noted such testing equipment will NOT become the property of Owner.
- 2. Equipment-Specific Tools: Where special testing equipment, tools, and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to Owner; such equipment, tools, and instruments are to become the property of Owner.

PART 3 - EXECUTION

3.1 FUNCTIONAL PERFORMANCE TESTING

- A. Functional performance testing shall take place after manufacturer startup and testing is complete with report provided to the CxA.
- B. System functional performance testing is part of the Commissioning Process. Functional performance testing shall be performed by the contractor under the direction of the CxA. The CxA will witness and document the functional performance testing.
 - 1. Retesting shall be an additional cost to the owner with party responsible for contributing deficiencies reimbursing the owner for all related costs.
 - 2. The inability for a contractor to provide the personnel, tools, or schedule, to complete the intended testing in the duration previously coordinated shall result in a test identified as failed and will require retesting.

3. Deficiencies shall be corrected, re-inspected, and/or retested, as applicable, at no additional cost of the owner.

3.2 OPERATIONS AND MAINTENANCE MANUALS

- A. General: Comply with the requirements for closeout documents and procedures.
- B. CxA Review and Approval: Prior to substantial completion, the CxA shall review the O&M manual data, documentation and redlined as-builds for equipment and systems that were commissioned to verify compliance with the O&M documentation requirements of the specifications. The CxA shall communicate deficiencies in the manuals to the Owner. Upon a successful review of the corrections, the CxA shall recommend approval and acceptance of these sections of the O&M manuals to the Owner. The CxA shall also review each equipment warranty and verify that all requirements to keep the warranty valid are clearly stated. This work does not supersede the normal review requirement of the O&M manual data as indicated elsewhere in the specifications.

3.3 TRAINING OF OWNERS PERSONNEL

- A. Training of the Owner's operation and maintenance personnel is required in cooperation with the Owner's Representative. Provide competent, factory authorized personnel to provide instruction to operation and maintenance personnel concerning the location, operation, and troubleshooting of the installed systems. The instruction shall be scheduled in coordination with the Owner's Representative after submission and approval of formal training plans.
- B. Provide training agenda and attendance logs to the owner and CxA after completion of training, prior to completion the commissioning process.

3.4 COMMISSIONING REPORT

- A. The CxA shall provide a commissioning report which summarizes the commissioning process implemented, systems commissioned, deficiencies and corrective measures, and a record of completed functional performance test procedure(s) with a recommendation for owner acceptance at the discretion of the CxA.

END OF SECTION

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SECTION 262713.16 POWER QUALITY METERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Scope: Provide labor, material, equipment, related services, and supervision required, including, but not limited to, manufacturing, fabrication, configuration and installation for power quality meters as required for the complete performance of the work, as shown on the drawings, as specified herein, and as specified elsewhere for the assemblies or systems comprised of the components specified herein.
- B. Related Sections: Related sections include, but shall not be limited to, the following:
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.
 - 2. Applicable general requirements for electrical Work specified within Division 26 Specification Sections apply to this Section.
 - 3. Refer to specification Section 26 09 13 Electrical Power Management System for additional requirements.
- C. This specification includes requirements for the following equipment that may be referenced elsewhere within the Contract Documents.
 - 1. Power Quality Meters

1.2 REFERENCES

- A. General, Publications: The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only. The edition/revision of the referenced publications shall be the latest date as of the date of the Contract Documents, unless otherwise specified.
 - 1. American National Standards Institute (ANSI)
 - a. ANSI C12.20, "Electricity Meters - 0.2 and 0.5 Accuracy Classes."
 - b. ANSI C12.18, "Protocol Specification for ANSI Type 2 Optical Port."
 - 2. Canadian Standards Association (CSA)
 - a. CAN/CSA-C22.2 No. 61010-1 "Safety Requirements for Electrical Equipment for Measurement, Control, and Laboratory Use - Part 1: General Requirements"
 - b. C22.1, "Canadian Electrical Code, Part I" (CEC)
 - 3. International Electrotechnical Commission (IEC)
 - a. IEC 62053-22 Class 0.5, "Electricity metering equipment (a.c.) - Particular requirements - Part 21: Static meters for active energy (classes 0.2 and 0.5) Edition 1.1 2016-11"
 - 4. European Engineering Standards (CSN EN)
 - a. EN 61000-6-2, "Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity for industrial environments"
 - b. EN 61000-6-3 Class B, "Electromagnetic compatibility (EMC) - Part 6-3: Generic standards - "Emission standard for residential, commercial and light-industrial environments"
 - c. EN 61000-6-4 Class A, "Electromagnetic compatibility (EMC) - Part 6: Generic Standards - Emission standard for industrial environments"

- d. EN 61010-1, "Safety requirements for electrical equipment for measurement, control, and laboratory use - Part 1: General requirements",
 - e. EN 61326-1 Class A, Electrical equipment for measurement, control and laboratory use EMC requirements Part 1: General requirements
 - f. EN 61326-1 Class B, Electrical equipment for measurement, control and laboratory use EMC requirements Part 1: General requirements, (Residential and light industrial)
5. International Organization for Standardization (ISO)
 - a. ISO 9001, "Quality Management Systems - Requirements"
 - b. ISO 14001, "Environmental Management Systems - Requirements with Guidance for Use"
 - c. ISO 14062, "Environmental Management - Integrating Environmental Aspects into Product Design and Development"
 - d. ISO 50001:2011 "Energy management systems"
 6. National Fire Protection Agency (NFPA)
 - a. NFPA 70, "National Electrical Code® (NEC)"
 7. Underwriters Laboratories, Inc. (UL)
 - a. UL 61010, "Electrical Equipment for Measurement, Control, and Laboratory Use."
 - b. UL 61010-1, "Electrical Equipment for Measurement, Control, and Laboratory Use; Part 1: General Requirements."
 - c. UL 508, "Standard for Industrial Control Equipment"
 - d. UL508A, "Standard for Industrial Control Panels"
 8. USA Federal Communications Commission (FCC)
 - a. FCC 47 CFR Part 15 Class A, "Radio Frequency Devices"
 - b. FCC 47 CFR Part 15 Class B, "Radio Frequency Devices"

1.3 DEFINITIONS

- A. Unless specifically defined within the Contract Documents, the words or acronyms contained within this specification shall be as defined within, or by the references listed within this specification, the Contract Documents, or, if not listed by either, by common industry practice.

1.4 SUBMITTALS

- A. General: Submittals shall be in accordance with the requirements of Section 01 33 00 Submittals and Section 26 00 10 Electrical Requirements, in addition to those specified herein.
 1. Submit sufficient information to determine compliance with the Contract Documents. Identify submittal data with the specific equipment tags and/or service descriptions to which they pertain. Submittal data shall be clearly marked to identify the specific model numbers, options, and features of equipment and work proposed.
 2. Deviations from the Contract Documents shall be indicated within the submittal. Each deviation shall reference the corresponding drawing or specification number, show the Contract Document requirement text and/or illustration, and shall be accompanied by a detailed written justification for the deviation.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer shall be a firm engaged in the manufacture of specified products of types and sizes required, and whose products have been in satisfactory use in similar service for a minimum of ten years.
 1. The manufacturer shall have a valid ISO 9001 certification and an applicable quality assurance system that is regularly reviewed and audited by a third-party registrar. Manufacturing, inspection, and testing procedures shall be developed and controlled under the guidelines of the quality assurance system.

2. The manufacturer or their representative shall have service, repair, and technical support services available 24 hours 7 days a week basis.
- B. All work performed and all materials used shall be in accordance with the National Electrical Code, and with applicable local regulations and ordinances. Process controllers, assemblies, materials, and equipment shall be listed and labeled by Underwriter's Laboratories or by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Prior to delivery to the Project site, ensure that suitable storage space is available to store materials in a well-ventilated area protected from weather, moisture, soiling, extreme temperatures, humidity, and corrosive atmospheres. Materials shall be protected during delivery and storage and shall not exceed the manufacturer stated storage requirements. As a minimum, store indoors in clean, dry space with uniform temperature to prevent condensation. In addition, protect electronics from all forms of electrical and magnetic energy that could reasonably cause damage.
- B. Deliver materials to the Project site in supplier's or manufacturer's original wrappings and containers, labeled with supplier's or manufacturer's name, material or product brand name, and equipment tag number or service name as identified within the Contract Documents.
- C. Inspect and report any concealed damage or violation of delivery storage, and handling requirements to the Engineer.

1.7 WARRANTY

- A. General: Refer to Project Closeout Procedures.
- B. Additional Owner Rights: The warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

1.8 SPECIAL TOOLS AND SPARE PARTS

- A. The Contractor shall provide a recommended spare parts list with the following information provided as a minimum:
 1. Contact information for the closest parts stocking location to the Owner.
 2. Critical spare parts shall be identified as those parts being associated with long lead times and/or those being critical to the unit's operation.
 3. Maintenance spares shall be identified as being those parts required to regularly perform scheduled maintenance on the furnished equipment. These spares shall include, but shall not be limited to, consumable spares that are required to be exchanged during scheduled maintenance periods.
- B. Spare parts shall be provided for each type and size of unit furnished. At a minimum, the following shall be provided:
 1. Provide the minimum spare parts recommended by the manufacturer.
 2. Provide 1 set of each type of power and control fuse installed within equipment
- C. Any manufacturer specific special tool, not normally found in an electrician's toolbox, required to remove and install recommended or furnished spare parts shall be furnished. At a minimum the following shall be provided:
 1. If available from manufacture, provide PC-based configuration software tool and a minimum of one communication interface cable for each type of cable required to connect a PC-based computer to the devices specified herein for configuration and programming.

2. Electronic configuration files, in a media format acceptable by the Owner (e.g. CD, USB stick, etc.), updated to an as-installed and commissioned state.
- D. Spare parts shall be properly marked and packaged for long term storage. Printed circuit boards shall be provided in separate anti-static containers.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Provide the following specified product and manufacturer without exception, unless approved as a substitute by addendum to the Contract Documents prior to the bid date:
1. Square D PowerLogic by Schneider Electric
 2. E-Mon, by Honeywell

2.2 POWER QUALITY METERS

- A. Provide the following specified product and manufacturer without exception, unless approved as a substitute by addendum to the Contract Documents prior to the bid date: PowerLogic PM8000 by Schneider Electric.
- B. The metering device used to monitor the medium and low voltage mains as well as critical feeders for network management, energy cost allocation, power quality analysis, asset management, operational efficiency, and compliance reporting, shall have at minimum the following features:
1. High-visibility color graphical display.
 2. Direct connect to circuits up to 600 VAC, eliminating the need for voltage (potential) transformers; Four metered 5 A nominal current inputs for 3 phase measurement plus neutral.
 3. Supported monitoring parameters—full range of 3-phase voltage, current, power, and energy measurements, total harmonic distortion (THD), individual current and voltage harmonics readings, waveform capture, voltage and current disturbances (dip/swell) detection, ability to determine the location of a disturbance (upstream or downstream).
 4. COMTRADE—up to 255 COMTRADE disturbance capture files available directly from meter via FTP and providing client notification of new captures through IEC 61850 (RDRE logical node).
 5. Power Quality compliance—without using separate software, determine statistical indicators of power quality that include but are not limited to voltage dips and swells, harmonics, and frequency in accordance with EN 50160 power quality standard and provide an indication of pass/fail in a web interface; Third party laboratory tested to the power quality standard IEC 61000-4-30 Class 'S'.
 6. User customization—capable of deriving values for any combination of measured or calculated parameters using arithmetic, trigonometric, and logic functions through graphical, flexible object oriented, programmable modules. Modules can be linked together in an arbitrary manner to create functionality such as totalization, efficiency measurements, control functions, load shedding, demand response, power factor correction, and compliance monitoring.
 7. Communications capability—multi-port Ethernet and serial communications with at least two Ethernet ports and one RS485 serial port. Functionality through Ethernet connectivity includes e-mail on alarm, e-mail interval energy data, on-board web server, SNMP network management, NTP time synchronization, Ethernet-to-serial RS-485 gateway, Modbus, DNP3, and IEC 61850.

8. On-board logging: non-volatile time stamped on-board logging of input/output (I/O) conditions, minimum and maximum values, energy and demand, maintenance data, alarms, and any measured parameters; trending and short-term forecasting of energy and demand; custom alarming with time stamping in which the meter has the capability of learning set-point limits based on the system behavior; trigger alarms on at least 50 definable power or I/O conditions; use of Boolean logic to combine alarms.
 9. Input/outputs—provide at least three 3 digital inputs and 1 digital output for equipment status/position monitoring and equipment control or interfacing with millisecond timestamp. The meter shall accept up to four field installable I/O modules. Provide additional modules as required for application. Each digital I/O module shall provide 6 digital status/counter inputs and 2 Form C relay outputs rated at 250 V, 8 A. Each analog I/O module shall provide 4 inputs configurable to 4-20 mA or 0-30V ranges and 2 outputs configurable to 4-20 mA or 0-10V ranges..
 10. Disturbance direction – provide an indication of the location of each power system event as “up stream” or “down Stream” along with the level of confidence of the location.
- C. The equipment specified herein shall provide the necessary communications connectivity and functionality required to support the functionality of an Distributed Energy Resources Management System (DERMS). This shall include, but not be limited, to the following:
1. Communications connectivity using the specified Ethernet network and protocols of the DERMS and related DERMS connected equipment necessary to provide functionality. Equipment may be connected through a communications gateway as shown or specified; otherwise Ethernet and protocol connectivity shall be provided within the equipment.
 2. Compliance with Cyber security requirements.
 3. Remote EPMS application functionality for equipment configuration and operational control; electrical power monitoring; power quality monitoring, compliance and correction; and alarm monitoring with event log.
 4. Refer to the Electrical Power Management System specification section for additional requirements.
- D. Native EPMS software compatibility shall be fully factory-tested, and shall include the following characteristics.
1. Capability for pre-engineered, interactive graphical display screens to view and analyze real-time device data.
 2. Pre-mapping of registers to standard measurement names without the need for additional configuration or internal device registers.
 3. Automatic collection and logging of device data by EPMS software without additional configuration.
 4. Refer to the individual power and energy meter device requirements for EPMS monitoring of measured and calculated values, alarms, events, parameters and additional data as available from the device, as specified herein and within the Electrical Power Management System specification.

PART 3 - EXECUTION

3.1 GENERAL

- A. In addition to the requirements specified herein, execution shall be in accordance with the requirements of Specification Section 26 00 10 and Drawings.
- B. Examine equipment exterior and interior prior to installation. Report any damage and do not install any equipment that is structurally, moisture, or mildew damaged.

- C. Verification of Conditions: Examine areas and conditions under which the work is to be installed, and notify the Contractor in writing, with a copy to the Owner and the Engineer, of any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.
- D. Beginning of the work shall indicate acceptance of the areas and conditions as satisfactory by the Installer.
- E. Install equipment in accordance with reviewed product data, final shop drawings, manufacturer's written instructions and recommendations, and as indicated on the Drawings.
- F. Functional testing, commissioning, and first parameter adjusting shall be carried out by a factory trained manufacturer's representative field service engineer. Test and adjust controls and safeties. Replace damaged or malfunctioning controls and equipment. Report to the Engineer any discrepancies or issues with the installation.
- G. Provide final protection and maintain conditions in a manner acceptable to the manufacturer that shall help ensure that the equipment is without damage at time of Substantial Completion.

END OF SECTION

**SECTION 263300
BATTERY PERFORMANCE REQUIREMENTS**

PART 1 GENERAL

1.1 DESCRIPTION

- A. This specification contains general performance requirements for the installation of an electric battery energy storage system (BESS) at the Village of McFarland Public Safety Building. The design-build contractor shall complete the design, procurement and installation of the battery system as detailed in this performance specification. The bid has as base and an alternate:
1. **Base Bid-** Grid Connected BESS. Grid connected battery energy storage system (BESS) that works with existing solar PV system for utility savings. See drawings E030, E050, and E060 (grid connected SOO) for locations, electrical plan, one-line diagram, and details. Basis of design BESS is a 125 kW-hr (75kW) battery and bi-directional inverter nominal size.
 2. **Alternate No. 1-** Grid Connected BESS. Grid connected battery energy storage system (BESS) that works with existing solar PV system for utility savings. See drawings E030, E050, and E060 (grid connected SOO) for locations, electrical plan, one-line diagram, and details. Basis of design BESS is a 250 kW-hr (125kW) battery and bi-directional inverter nominal size.
- B. The bid shall clearly itemize manufacturers, model numbers, capacities, locations, and quantities of products that are proposed.
1. Inverter, batteries and system controller shall be packaged and integrated by one common manufacturer. Basis of design is Current Energy Storage C-BESS MG 125 kW ELM FieldSight Controller with grid forming capabilities.
 2. Where system utilizes Software as a Service (SaaS) to provide supervisory control of battery energy storage system, provide annual subscription costs over life of battery.
 3. Provide annual maintenance cost over life of battery.
- C. Provide reference information for 3 previous ESS projects including the following information:
1. System size, location, client name, phone, email, title
 2. Performance and economic validation (if available)
- D. The battery system will be capable of responding to an external dispatch signal from the microgrid controller in all use cases, and switch between each service using a microgrid controller to maximize the cost effectiveness of the renewable energy systems (existing 470 kW DC solar system) and BESS, while maintaining all battery parameters within manufacturer required limits.
- E. The Contractor may propose other configurations to achieve the minimum storage requirements, provided they are within the physical limitations of the system locations as indicated on the drawings and meet all other criteria in the Contract Documents. If alternate products are proposed, the bid is to document the proposed solution's impacts to system energy yield, efficiency, longevity, and overall cost effectiveness (on a life-cycle cost basis) to the Owner.
- F. All work in this specification section is subject to the provisions of Division 01 of the Project Manual and all other applicable parts of the Contract Documents related to this work.
- G. All electrical design work shall be performed and sealed by a Professional Engineer employed or retained by the Contractor. All design work shall conform to the relevant building codes for the jurisdiction.
- H. Incentives/Grant Coordination:
1. The project shall meet all criteria required by IRA language to qualify for the base and bonus tax incentives.
 - a. Domestic Content Bonus
 2. OEI PSC Grant requirements for the Microgrid and BESS System
 - a. Buy American Provisions under the 2009 American Recovery and Reinvestment Act ("ARRA" or "Recovery Act")
 - b. Davis Bacon Wages Rate Requirements

3. Contractors are required to provide documented certification ("letter of compliance") from the vendor, distributor, supplier, or manufacturer verifying that the product was manufactured domestically.

- I. The system will be verified by a third party Commissioning Provider under direct contract with the Owner. The Commissioning Provider is responsible for reviewing the construction and verifying system performance. The Contractor shall provide support to the commissioning provider by supplying the approved submittals, test reports, and O&M manuals and by demonstrating system performance in the Commissioning Provider's presence. See 3.4 for additional information.

1.2 DEFINITIONS

A. General Definitions

1. Designer of Record: A Professional Engineer or Designer of Engineering Systems licensed in the State of Wisconsin who is responsible for the design of all or a portion of the project, including structural and architectural design and/or electrical design.

B. Electrical Definitions

1. Inverter Output Circuits: The AC conductors from each inverter to the point-of-connection with the building distribution.

C. Electrical Abbreviations

1. AC: Alternating Current
2. DC: Direct Current
3. ESS: Energy Storage System
4. Isc: Short Circuit Current.
5. NABCEP: North American Board of Certified Energy Practitioners

1.3 PRE-CONSTRUCTION SUBMITTALS

- A. Submit all documentation in accordance with the General Conditions outlined by the Project Manual.
- B. It is the Contractor's responsibility to highlight differences/exceptions, if any, between the submitted products and the requirements in the Contract Documents.
- C. Contractor shall review electrical panelboards submittal and solar PV inverter selection, and coordinate connection with respective contractors.
- D. The Contractor shall not fabricate materials or order equipment until corresponding submittals have been reviewed and approved.
- E. Qualification Data:
 1. The Contractor shall provide the names, addresses, and descriptions of 3 similar projects that the Contractor has completed within the last 5 years.
 2. Submit a copy of the resume for each of the Contractor's Designers of Record.
- F. Product Data: For each type of component indicated below include rated capacities, operating characteristics, and furnished specialties and accessories. Submittals which include more than one model number shall be marked with highlighting and/or crossing out to clearly indicate which model is being submitted. All product data submittals shall be submitted for review by Engineer prior to purchasing any materials or equipment.
 1. Battery banks
 2. Battery inverter
 3. Energy monitoring devices including points list that can be communicated over BAS communication connection
 4. Disconnects
 5. Fuses
 6. Manufacturer's installation instructions

- G. Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection. All drawings shall be submitted for review by the Owner prior to purchasing any materials or equipment. Provide CAD drawings (in .dwg format):
- H. Electrical Design
 - 1. Submitted for review prior to material procurement and fabrication. Submit electronically. Include the following items
 - a. BESS Electrical 1-line for battery system
 - b. BESS controls sequences
 - c. System wiring diagram
 - 2. Letter of Certification from Designer of Record: Sealed and signed. Certify that the electrical system and all its components have been reviewed, coordinated, and designed in accordance with NFPA 70.
- I. Coordination Meeting
 - 1. Contractor shall attend and participate in coordination meeting with general contractor, electrical contractor, electrical supplier, controls contractor, electrical designer and commissioning provider within 4 weeks of bid award to coordinate connection of battery system to components provided by others including transfer switch, solar inverters and panelboards.
- J. Permitting and Agreements
 - 1. The following permits and agreements shall be procured by the Contractor on behalf of the Owner. The Contractor shall cover the costs for all applicable permits necessary for the construction of the project. All approved permits and agreements shall be submitted for review by Owner prior to purchasing any materials or equipment.
 - a. Utility interconnection application and agreement
 - b. Building permit
 - c. Electrical permit

1.4 CLOSEOUT SUBMITTALS

- A. As-built drawings
 - 1. Dimensioned AutoCAD plan drawings of equipment including batteries and inverters, disconnects, metering, and electrical routing.
- B. Field quality-control test reports
 - 1. Testing report by factory authorized start-up technician.
- C. Operation and Maintenance Data: Include the following for batteries, inverter, electrical distribution, metering, and monitoring.
 - 1. Instructions for operating and maintaining equipment, including system startup and shutdown procedures, troubleshooting, and a routine maintenance schedule.
 - 2. Identification of operating limits which may result in hazardous or unsafe conditions.
 - 3. Document ratings of equipment and each major component.
 - 4. Technical Data Sheets.
 - 5. Wiring Diagrams.
 - 6. Parts list.
- D. Warranty: Copies of all manufacturer's and installer's warranties.

1.5 WARRANTY

- A. Contractor's Workmanship Warranty:
 - 1. The Contractor must provide a two-year installation warranty covering any defects of the installation.
 - 2. The Contractor's workmanship warranty period shall begin from date of Substantial Completion.

B. Manufacturer Warranties:

1. The ESS manufacturer shall agree to replace components that fail within the specified warranty period, beginning from date of Substantial Completion.
 - a. 10-year product warranty.

1.6 **QUALITY ASSURANCE**

A. Contractor Qualifications:

1. Proximity: Not more than four hours' normal travel time from the Contractor's place of business or from the Contractor's local representative to the project site.
2. The Contractor is required to have experience with minimum of (3) similar completed projects.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with Madison Gas and Electric interconnection requirements.

1.7 **UTILITY COORDINATION**

A. Coordinate metering and interconnection agreement with electric utility. Contractor shall pay all interconnection fees including the application review fee, engineering review fee, and distribution system study fee. Contractor shall submit all required forms to utility.

B. The above utility agreement scope of work includes any modifications or alterations to the existing utility interconnection for the existing solar PV system at the Public Safety Building.

PART 2 PRODUCTS

2.1 **BATTERY**

A. Manufacturer: Basis of design is Current Energy Storage.

B. Equivalent system may be accepted and are subject to compliance with project requirements and review.

C. BESS shall include integral temperature control and fire suppression.

2.2 **BESS INVERTER**

A. Manufacturer: Basis of design is Current Energy Storage.

B. Equivalent system may be accepted and are subject to compliance with project requirements and review.

C. Features

1. BACnet or Modbus communication
2. Integral AC & DC disconnects.
3. DC side ground fault protection.
4. Inverter must limit power output to nameplate value.
5. User navigable LCD display.
6. LED status lights on enclosure.
7. Communication port for diagnostics and communication port for communication with multiple inverters and internet interface device.
8. NEMA 3R enclosure
9. User adjustable reserve power requirement for backup power upon loss of grid
10. System controller shall utilize control logic that maximizes economic savings of battery utilizing the following minimum inputs:

a. Historic building energy consumption with at least 15 minute interval data

b. Current building load

- c. Max building load targets
- d. Current and day ahead weather
- e. Utility electric rates for actual building including energy charges and peak charges
- f. Current and predicted solar production
- g. Battery performance criteria and operating limits

2.3 BESS CONTROLLER

- A. Battery ESS will be monitored by a web-based energy monitoring system that can share data with the HVAC building automation system and 3rd party energy benchmarking and verification software through BACnet or ModBus communication protocol.
- B. Battery controller manufacturer to remotely monitor and adjust system control algorithms to optimize system performance and economics for 1 year after substantial completion.

2.4 BATTERY WIRING

- A. Input Wiring
 - 1. For use from the battery module to the inverter inputs.
 - 2. Conductors: Stranded, uncoated copper
 - 3. Insulation: Cross-linked polyethylene (XLPE)
 - 4. Temperature Rating: -40°C to 90°C (wet or dry)
 - 5. Moisture resistant and suitable for conduit and raceways.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrate areas and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Do not begin installation until mounting surfaces have been properly prepared.
- C. Examine all equipment and materials before installation. Reject any equipment and materials that are physically damaged in any way, including scratched, dented, bent, wet, moisture damaged, or mold damaged.
- D. Examine supports and supporting structures for suitable conditions where battery system will be installed.
- E. Examine roughing-in of electrical connections. Verify actual locations of connections before panel installation.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 ELECTRICAL INSTALLATION

- A. Install BESS per manufacturer's instructions.
- B. Electrical installation timing to be coordinated with owner. This will include electrical work during times that are operationally acceptable for the Fire Station and Police Station operations to continue functioning during microgrid installation.
- C. Contractor to provide all auxiliary wiring and communication devices integrated from BESS to solar inverters, islanding transfer switch and other components as required to meet the performance specification. Items not shown on E030 and E050 necessary for BESS functionality to be provided by battery contractor as part of this scope of work.

3.3 IDENTIFICATION

- A. Identify and label system components according to Division 26.
 - 1. Provide a unique label for each inverter, battery bank and disconnects. Labeling shall match labeling shown on as-built diagram and plan provided by contractor.
- B. Provide all labeling required by NEC article 690, including, but not limited to:
 - 1. Label disconnects capable of being energized from both directions as such.

3.4 FIELD QUALITY CONTROL / DEMONSTRATION

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Notify commissioning provider, utility and owner 1 week before test date.
- C. Final testing of BESS will include:
 - 1. Grid connected functions (load shedding, energy storage, ect.)
- D. Final BESS testing and demonstration shall be witnessed by the owner and commissioning teams.
- E. Perform tests and inspections with the assistance of a factory-authorized service representative.
 - 1. Visually inspect all connections.
 - 2. Verify correct operation of inverter in all modes of operation including grid connected, islanded and off.
 - 3. Verify correct operation of complete system.
 - 4. Replace any defective products at contractor's expense.
- F. Correct any deficiencies.
- G. Prepare test and inspection reports.

3.5 TRAINING

- A. Simulate power outage by interrupting normal source and demonstrate that system disconnects from utility and operates in island mode.
- B. Provide owner's maintenance personnel with minimum two hour training session and in compliance with Div 01 Training Requirements.
 - 1. Provide training on function and operation of each piece of equipment.
 - 2. Provide training on maintaining the system.
 - 3. Explain means of disconnecting and re-energizing the system.
 - 4. Explain principles of operation, troubleshooting, and safety.

END OF SECTION

SECTION 270528 PATHWAYS FOR COMMUNICATIONS SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits and fittings.
 - 2. Nonmetallic conduits and fittings.
 - 3. Optical-fiber-cable pathways and fittings.
 - 4. Metal wireways and auxiliary gutters.
 - 5. Nonmetallic wireways and auxiliary gutters.
 - 6. Metallic surface pathways.
 - 7. Nonmetallic surface pathways.
 - 8. Hooks.
 - 9. Boxes, enclosures, and cabinets.

1.3 DEFINITIONS

- A. ARC: Aluminum rigid conduit.
- B. GRC: Galvanized rigid steel conduit.
- C. IMC: Intermediate metal conduit.
- D. RTRC: Reinforced thermosetting resin conduit.

1.4 ACTION SUBMITTALS

- A. Product data for the following:
 - 1. Surface pathways
 - 2. Wireways and fittings.
 - 3. Boxes, enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Pathway routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
 - 1. Structural members in paths of pathway groups with common supports.
 - 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.
 - 3. Underground ducts, piping, and structures in location of underground enclosures and handholes.
- B. Qualification Data: For professional engineer.
- C. Source quality-control reports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

- A. Description: Metal raceway of circular cross section with manufacturer-fabricated fittings.

- B. Manufacturers: Subject to compliance with requirements, provide products by the following:
1. AFC Cable Systems, Inc.
 2. Allied Tube & Conduit.
 3. Anamet Electrical, Inc.
 4. Bridgeport Fittings, Inc.
 5. Electri-Flex Company.
 6. O-Z/Gedney.
 7. Picoma Industries.
 8. Republic Conduit.
 9. Robroy Industries.
 10. Southwire Company.
 11. Thomas & Betts Corporation.
 12. Western Tube and Conduit Corporation.
 13. Wheatland Tube Company.
- C. General Requirements for Metal Conduits and Fittings:
1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 2. Comply with TIA-569-E.
- D. GRC: Comply with ANSI C80.1 and UL 6.
- E. ARC: Comply with ANSI C80.5 and UL 6A.
- F. IMC: Comply with ANSI C80.6 and UL 1242.
- G. PVC-Coated Steel Conduit: PVC-coated GRC.
1. Comply with NEMA RN 1.
 2. Coating Thickness: 0.040 inch, minimum.
- H. EMT: Comply with ANSI C80.3 and UL 797.
- I. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 2. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Setscrew.
 3. EMT Fittings Materials:
 - a. All Zinc materials shall be ASTM B86 certified
 - b. All Zinc Product shall be ZAMAK #3 and/or #7 formula.
 - c. All Steel shall be SAE 1050.
 4. EMT Fittings Design:
 - a. Zinc die cast components shall be ball burnished.
 - b. Steel parts shall be zinc plated for corrosion protection.
 - c. All Locknuts shall have a dual, precision machined-cut thread, reversible and possess a serrated face on each side.
 - d. All set screw products shall be manufactured with a tri-drive head and staked or modified to prevent disassembly.
 - e. All fitting throat diameters shall be smooth with no sharp edges or slag.
 - f. Rain tight products shall have internal sealing rings to create and maintain a rain tight seal.
 - g. All fittings shall be tested per UL 514B and be listed by Underwriters Laboratories.
 5. Transition Fittings:
 - a. All transitions fittings (go-to or from-to fittings) or fittings used to transition from one raceway type to another must be UL listed for that application.
 6. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 7. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- J. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 OPTICAL-FIBER-CABLE PATHWAYS AND FITTINGS

- A. Description: Comply with UL 2024; flexible-type pathway with a circular cross section, approved for plenum installation unless otherwise indicated.
- B. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. Alpha Wire Company.
 - 2. Arnco Corporation.
 - 3. Endot Industries Inc.
 - 4. IPEX.
 - 5. Lamson & Sessions; Carlon Electrical Products.
- C. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with TIA-569-E.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Description: Sheet metal trough of rectangular cross section fabricated to required size and shape, without holes or knockouts, and with hinged or removable covers.
- B. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. Cooper B-Line, Inc.
 - 2. Hoffman.
 - 3. Mono-Systems, Inc.
 - 4. Square D.
- C. General Requirements for Metal Wireways and Auxiliary Gutters:
 - 1. Comply with UL 870 and NEMA 250, Type 1 unless otherwise indicated or required for intended installation location, and sized according to NFPA 70.
 - 2. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
 - 3. Comply with TIA-569-E.
- D. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- E. Wireway Covers: Screw-cover type unless otherwise indicated.
- F. Finish: Manufacturer's standard enamel finish.

2.4 SURFACE METAL PATHWAYS

- A. Description: Galvanized steel with snap-on covers, complying with UL 5.
- B. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. Mono-Systems, Inc.
 - 2. Niedax-Kleinhuis USA, Inc.
 - 3. Panduit Corp.
 - 4. Wiremold / Legrand.
- C. Finish: Manufacturer's standard enamel finish in color selected by owner.
- D. Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
- E. Comply with TIA-569-E.

2.5 HOOKS

- A. Description: Prefabricated sheet metal cable supports for telecommunications cable.
- B. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. B-Line

2. Mono Systems, Inc
 3. Panduit Corp.
 4. Pentair
 5. Wiremold/Legrand
- C. Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
- D. Comply with TIA-569-E.
- E. Galvanized steel.
- F. J shape.

2.6 BOXES, ENCLOSURES, AND CABINETS

- A. Description: Enclosures for communications.
- B. Manufacturers: Subject to compliance with requirements, provide products by the following:
1. Adalet.
 2. Cooper Technologies Company; Cooper Crouse-Hinds.
 3. EGS/Appleton Electric.
 4. Erickson Electrical Equipment Company.
 5. Hoffman.
 6. Lamson & Sessions; Carlon Electrical Products.
 7. Milbank Manufacturing Co.
 8. Molex; Woodhead Brand.
 9. Mono-Systems, Inc.
 10. O-Z/Gedney.
 11. Quazite:Hubbell Power Systems, Inc.
 12. RACO; Hubbell.
 13. Robroy Industries.
 14. Spring City Electrical Manufacturing Company.
 15. Stahlin Non-Metallic Enclosures.
 16. Thomas & Betts Corporation.
 17. Wiremold / Legrand.
- C. General Requirements for Boxes, Enclosures, and Cabinets:
1. Comply with TIA-569-E.
 2. Boxes, enclosures and cabinets installed in wet locations shall be listed and labeled as defined in NFPA 70, by an NRTL, and marked for use in wet locations.
 3. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
 4. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.
 5. Gangable boxes are prohibited.
- D. Sheet-Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- E. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- G. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- H. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- I. Cabinets:
1. NEMA 250, Type 1 minimum or as otherwise required for installation location, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 2. Hinged door in front cover with flush latch and concealed hinge.
 3. Key latch to match panelboards.

4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.
6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 3 - EXECUTION

3.1 PATHWAY APPLICATION

- A. Outdoors: Apply pathway products as specified below unless otherwise indicated:
 1. Exposed Conduit: GRC.
 2. Concealed Conduit, Aboveground: GRC.
 3. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply pathway products as specified below unless otherwise indicated:
 1. Exposed, Not Subject to Physical Damage: EMT.
 2. Exposed, Not Subject to Severe Physical Damage: EMT.
 3. Exposed and Subject to Severe Physical Damage: GRC. Pathway locations include the following:
 - a. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - c. Mechanical rooms.
 4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 5. Damp or Wet Locations: GRC.
 6. Pathways for Optical-Fiber or Communications Cable in Spaces Used for Environmental Air: Plenum-type, optical-fiber-cable pathway.
 7. Pathways for Concealed General-Purpose Distribution of Optical-Fiber or Communications Cable: EMT.
 8. Boxes and Enclosures: NEMA 250 Type 1.
- C. Minimum Pathway Size: 3/4-inch trade size. Minimum size for optical-fiber cables is 1 inch.
- D. Pathway Fittings: Compatible with pathways and suitable for use and location.
 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10 and UL514B.
- E. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- F. Install surface pathways only where indicated on Drawings.
- G. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F].

3.2 INSTALLATION

- A. Comply with the following standards for installation requirements except where requirements on Drawings or in this Section are stricter:
 1. NECA 1.
 2. NECA/BICSI 568.
 3. TIA-569-E.
 4. NECA 101
 5. NECA 102.
 6. NECA 105.
 7. NECA 111.
- B. Comply with NFPA 70 limitations for types of pathways allowed in specific occupancies and number of floors.

- C. Comply with requirements for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- D. Comply with requirements in Section 270529 "Hangers and Supports for Communications Systems" for hangers and supports.
- E. Comply with requirements for sleeves and sleeve seals for communications.
- F. Keep pathways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal pathway runs above water and steam piping.
- G. Complete pathway installation before starting conductor installation.
- H. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- I. Install no more than the equivalent of two 90-degree bends and no more than 100 feet (30 meters) of length in any pathway run. Support within 12 inches of changes in direction. Utilize long radius ells for all optical-fiber cables.
- J. Conceal rigid conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- K. Support conduit within 12 inches of enclosures to which attached.
- L. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT, IMC, or RMC for pathways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- M. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of pathway and fittings before making up joints. Follow compound manufacturer's written instructions.
- N. Coat field-cut threads on PVC-coated pathway with a corrosion-preventing conductive compound prior to assembly.
- O. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install insulated bushings on conduits terminated with locknuts.
- P. Install pathways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- Q. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- R. Cut conduit perpendicular to the length. For conduits of 2-inch trade size and larger, use roll cutter or a guide to ensure cut is straight and perpendicular to the length.
- S. Install pull wires in empty pathways. Use polypropylene or monofilament plastic line with not less than 200-lbtensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground pathways designated as spare above grade alongside pathways in use.
- T. Surface Pathways:
 - 1. Install surface pathway for surface telecommunications outlet boxes only where indicated on Drawings.
 - 2. Install surface pathway with a minimum 2-inch radius control at bend points.
 - 3. Secure surface pathway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight pathway section. Support surface pathway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- U. Pathways for Optical-Fiber and Communications Cable: Install pathways, metal and nonmetallic, rigid and flexible, as follows:
 - 1. 3/4-Inch Trade Size and Smaller: Install pathways in maximum lengths of 50 feet.
 - 2. 1-Inch Trade Size and Larger: Install pathways in maximum lengths of 75 feet.

3. Install with a maximum of two 90-degree bends or equivalent for each length of pathway unless drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.
- V. Install pathway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed pathways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install pathway sealing fittings according to NFPA 70.
- W. Install devices to seal pathway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all pathways at the following points:
1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 2. Where an underground service pathway enters a building or structure.
 3. Where otherwise required by NFPA 70.
- X. Comply with manufacturer's written instructions for solvent welding PVC conduit and fittings.
- Y. Expansion-Joint Fittings:
1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F, and that has straight-run length that exceeds 25 feet. Install in each run of aboveground EMT conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet.
 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
 - d. Attics: 135 deg F temperature change.
 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- Z. Hooks:
1. Size to allow a minimum of 25 percent future capacity without exceeding design capacity limits.
 2. Shall be supported by dedicated support wires. Do not use ceiling grid support wire or support rods.
 3. Hook spacing shall allow no more than 6 inches of slack. The lowest point of the cables shall be no less than 6 inches adjacent to ceilings, mechanical ductwork and fittings, luminaires, power conduits, power and telecommunications outlets, and other electrical and communications equipment.
 4. Space hooks no more than 5 feet o.c.
 5. Provide a hook at each change in direction.
- AA. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to top of box unless otherwise indicated.
- BB. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surface to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- CC. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel. Do not install boxes back-to-back.

- DD. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- EE. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- FF. Install hinged-cover enclosures and cabinets plumb. Support at each corner.
- GG. Boxes installed in metal stud and sheetrock walls shall have far-side box support.
- HH. Boxes shall be secured to metal studs with spring steel clamp which wraps around the entire face of the stud and digs into both sides of the stud. Clamp shall be screwed into the stud.
- II. Set outlet boxes for flush mounted devices to within 1/8" of finished wall.
- JJ. Minimum box size to be two gang. For installation of single gang device use properly sized mud ring with thickness to install device within 1/8" of finished wall.
- KK. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.

3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR COMMUNICATIONS PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

3.4 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.5 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage or deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION

[illegible]

A. CONDUIT ROUTES AS SHOWN ARE DIAGRAMMATIC IN NATURE. FIELD VERIFY ACTUAL CONDUIT ROUTES PRIOR TO INSTALLING CONDUIT. PROVIDE PULL BOXES FOR SITE CABLING AS REQUIRED, BUT NOT TO EXCEED MORE THAN 200' BETWEEN BOXES.

- B. PROVIDE AND INSTALL 6" EQUIPMENT PAD FOR ALL NEW ELECTRICAL EQUIPMENT.

1. BATTERY ENERGY STORAGE ENCLOSURES, ADDITIONAL ENCLOSURES PER ALTERNATES. REFER TO PERFORMANCE SPECIFICATION 26 33 00 AND 26 37 00 FOR ADDITIONAL INFORMATION.
2. PROVIDE AND INSTALL PROTECTIVE BOLLARDS AS NECESSARY SURROUNDING ELECTRICAL EQUIPMENT. REFER TO STEEL PIPE BOLLARD DETAIL FOR INFORMATION.
3. PROVIDE AND INSTALL CONCRETE SLAB WITHIN THE ENTIRE AREA BETWEEN THE CURB AND ENCLOSURE FENCE.



PUBLIC SAFETY
BUILDING-
BATTERY STORAGE

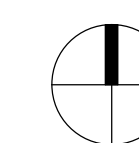
ISSUANCE HISTORY - THIS SHEET

HGA NO: 4715-004-I

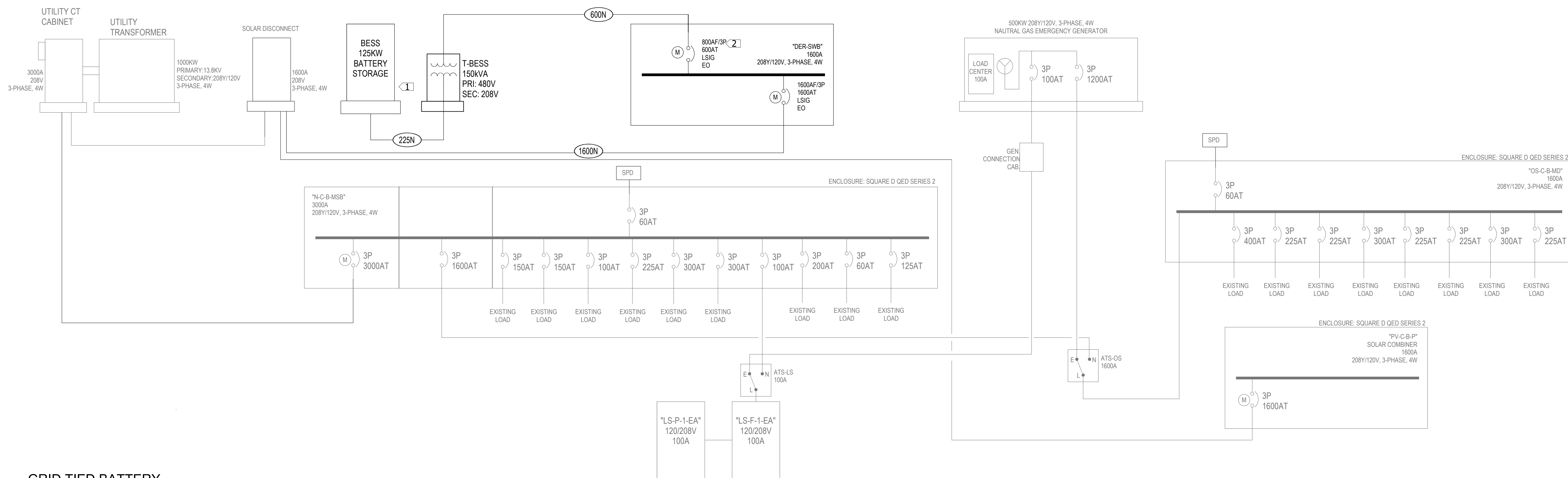
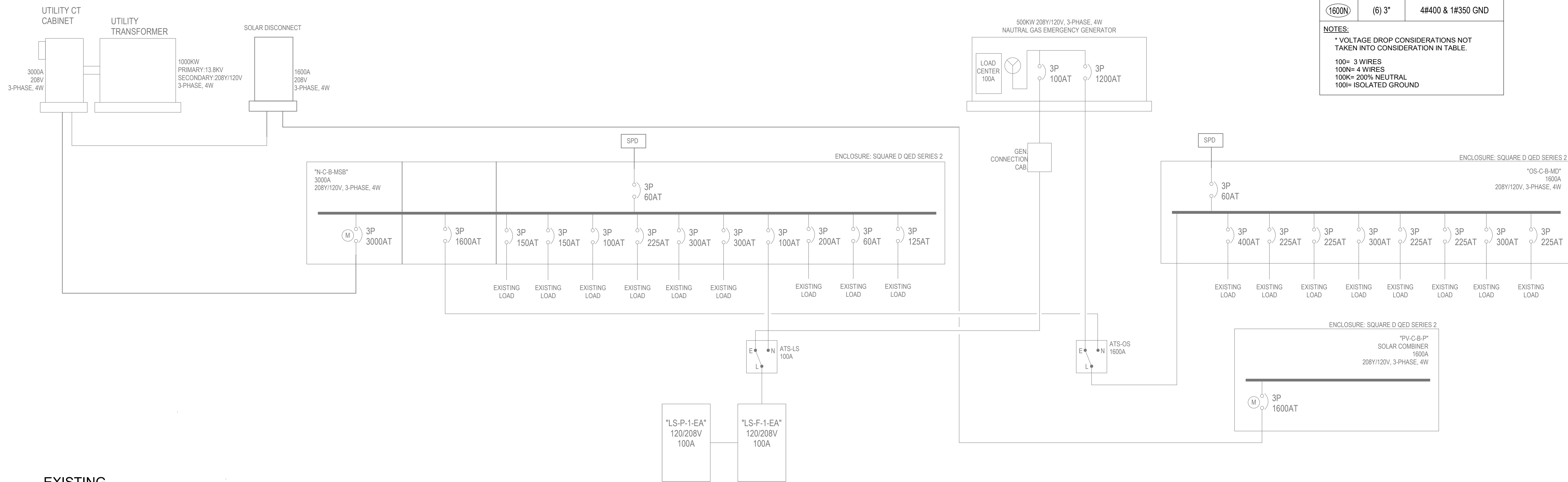
ELECTRICAL SITE PLAN

DATE: JULY 16, 20

PRELIMINARY DOCUMENTS



E030



FEEDER (AMPS)	FEEDER AND CONDUIT SIZES - AL	
	CONDUIT	CONDUCTOR
(225N)	4"	#300 & #12 GND
(600N)	(2) 3 1/2"	#500 & #12/0 GND
(1600N)	(6) 3"	#4400 & #1350 GND

NOTES:

- * TAG DROP CONSIDERATIONS NOT TAKEN INTO CONSIDERATION IN TABLE.

100= 3 WIRES
 100N= 4 WIRES
 100K= 200% NEUTRAL
 100I= ISOLATED GROUND

GENERAL NOTES

- A. REFER TO FEEDER SCHEDULE FOR WIRE AND CONDUIT SIZES AS WELL AS FEEDER REQUIREMENTS.
- B. ELECTRICAL FEEDERS AND EQUIPMENT SHOWN WITH HALFTONED/LIGHT LINES ARE EXISTING TO REMAIN. ALL ELECTRICAL EQUIPMENT SHOWN WITH BOLD/DARK LINES ARE NEW.
- C. CONTRACTOR SHALL PROVIDE FINAL DESIGN OF MICROGRID SYSTEM BASED ON ACCEPTED EQUIPMENT SELECTIONS. SEE PERFORMANCE SPECIFICATION SECTIONS 26 33 00 AND 26 37 00 FOR MICROGRID PERFORMANCE, BASIS OF DESIGN AND OTHER REQUIREMENTS.

KEYNOTES:

1. BATTERY ENERGY STORAGE DEVICE, REFER TO PERFORMANCE SPECIFICATION 26 33 00 AND 26 37 00 FOR ADDITIONAL INFORMATION AND ALTERNATES.
2. FURNISH AND INSTALL NEW POWER PACT MOLDED CASE CIRCUIT BREAKER AND SEL 751 RELAY CONNECTED TO THE TRIP FUNCTION OF THE CIRCUIT BREAKER. MATCHING EXISTING SWITCHBOARD AIC RATING.

HGA

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MCFARLAND, WI 53558

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BATTERY STORAGE

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ISSUANCE HISTORY - THIS SHEET

HGA NO: 4715-004-I

**ELECTRICAL
RISER/ONE-LINE
DIAGRAM - GRID
CONNECTED BESS**

DATE: JULY 16, 20

PRELIMINARY DOCUMENTS

E050

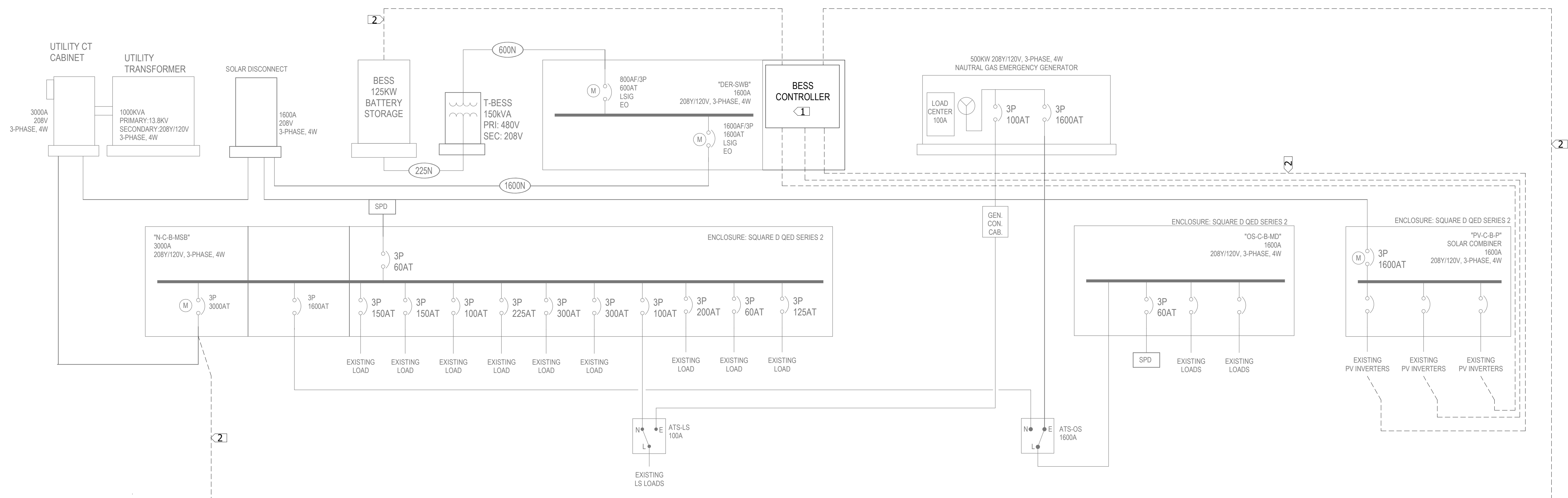
1. REFER TO PERFORMANCE SPECIFICATION 26 37 00 FOR MORE INFORMATION, MICROGRID CONTROLLER SEQUENCE OF OPERATIONS:

1. REMOTE MONITORING, FORECASTING, AND DATA STORAGE: SUPPORT MONITORING OF POWER, ENERGY, AND PRODUCTION INFORMATION FOR EACH DER USING WEB-BASED INTERFACE
2. TARIFF MANAGEMENT: CONTROL DERS (CONSUME/PRODUCE/STORE ENERGY) ACCORDING TO VARIABLE ELECTRICITY TARIFF RATE (E.G., TIME-OF-USE RATES).
3. DEMAND CHARGE REDUCTION (PEAK SHAVING): CONTROL DERS (CONSUME/PRODUCE/STORE ENERGY) TO REDUCE PEAK CONSUMPTION AND RESULTING CHARGES FROM UTILITY.
4. SELF-CONSUMPTION: CONTROL ENERGY STORAGE TO MAXIMIZE ENERGY CONSUMED AND CHARGED DIRECTLY FROM SOLAR SOURCES.
5. DEMAND RESPONSE: CONTROL DERS TO PARTICIPATE IN UTILITY OR ISO PROGRAMS.
6. OFF GRID PREPARATION (STORM HARDENING): CONTROL DERS TO PREPARE FOR POWER OUTAGE EVENTS (E.G., DUE TO STORMS).
7. MICROGRID CONTROLLER PROVIDER TO REMOTELY MONITOR AND ADJUST SYSTEM CONTROL ALGORITHMS TO OPTIMIZE SYSTEM PERFORMANCE AND ECONOMICS FOR 1 YEAR AFTER SUBSTANTIAL COMPLETION.

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GRID CONNECTED CONTROLS

ELIMINARY DOCUMENTS

E060

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Monday, August 11, 2025

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Kong Thao, Associate Planner

AGENDA ITEM: Discussion on sustainability planning and initiatives.

PREVIOUS ACTION:

ISSUE SUMMARY:

This discussion item is to provide committee members with an opportunity to discuss possible sustainability initiatives and collaborations in addition to those already identified in the [2025-2026 Sustainability Action Plan](#).

Also see packet from [Joint Village Board/Sustainability & Natural Resources Meeting, February 11, 2025](#).

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

This item is for discussion only.

ATTACHMENTS:

None