RESOLUT

PROJECT MANUAL

FOR THE

Midvale Middle School
Forum AV Upgrade

FOR THE

BOARD OF EDUCATION
CANYONS SCHOOL DISTRICT

CANYONS
SCHOOL DISTRICT

APRIL 2025

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PROJECT DIRECTORY

PROJECT:

MIDVALE MIDDLE SCHOOL
7852 S Pioneer St
Midvale, UT 84047
(801) 826-6400

OWNER:

CANYONS SCHOOL DISTRICT
9100 S 500 W
Sandy, UT 84070
(801) 567-8755

Luke Butterfield (luke.butterfield@canyonsdistrict.org)
Grant Taylor (grant.taylor@canyonsdistrict.org)

ELECTRICAL ENGINEER:

RESOLUT GROUP
181 E 5600 S #200
Murray, UT 84123
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General Conditions of the Contract for Construction

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

CSD Midvale MS Multipurpose Room AV Upgrade
7852 South Pioneer Street
Midvale, UT 84047

THE OWNER:
(Name, legal status and address)

Canyons School District
9361 South 300 East
Sandy, UT 84070

THE ARCHITECT:
(Name, legal status and address)

Resolut Group
181 East 5600 South
Murray, UT 84107

ADDITIONS AND DELETIONS:
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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™–2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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§ 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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 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 written protocols governing the use of, and reliance on, the information contained in the model 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.

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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.

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§ 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

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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.

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§ 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,

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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

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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

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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

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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.

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§ 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.

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§ 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.

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§ 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.

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§ 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;

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.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.

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§ 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

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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;

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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.

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§ 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.

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§ 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;

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.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

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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

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the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

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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.

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§ 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

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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

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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.

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§ 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

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.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

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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

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similar procedural rules and methods for selecting arbitrator(s).

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

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

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There are no edits to the original text

Variable Information

PAGE 1

CSD Midvale MS Multipurpose Room AV Upgrade

7852 South Pioneer Street
Midvale, UT 84047

Canyons School District

9361 South 300 East
Sandy, UT 84070

Resolut Group

181 East 5600 South
Murray, UT 84107

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

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_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

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

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

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

OWNER:
(Name, legal status and address)
Canyons School District
9361 South 300 East
Sandy, UT 84070

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)
CSD Midvale MS Multipurpose Room AV Upgrade
7852 South Pioneer Street

Midvale, UT 84047
251072

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory

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bond and not as a common law bond.

Signed and sealed this Thirteenth day of April , Two Thousand Twenty-Six

CONTRACTOR AS PRINCIPAL *(Signature)*	**SURETY** *(Signature)*
(Printed name and title)	*(Printed name and title)*
(Witness)	*(Witness)*

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Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

OWNER:
(Name, legal status and address)
Canyons School District
9361 South 300 East
Sandy, UT 84070

PROJECT:
(Name, location or address, and Project number, if any)
CSD Midvale MS Multipurpose Room AV Upgrade
7852 South Pioneer Street
Midvale, UT 84047
251072

PAGE 2

Signed and sealed this Thirteenth day of April , Two Thousand Twenty-Six

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AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)
Canyons School District
9361 South 300 East
Sandy, UT 84070

CONSTRUCTION CONTRACT
Date: 04-13-2026
Amount: $
Description:
(Name and location)
CSD Midvale MS Multipurpose Room AV Upgrade
12943 South 700 East
Draper, UT 84020

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond:

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

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

Company: *(Corporate seal)*	Company: *(Corporate seal)*
CONTRACTOR AS PRINCIPAL *(Signature)*	**SURETY** *(Signature)*
(Printed name and title)	*(Printed name and title)*

(Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

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.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

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Variable Information

PAGE 1

OWNER:
(Name, legal status and address)
Canyons School District
9361 South 300 East
Sandy, UT 84070

CONSTRUCTION CONTRACT
Date: 04-13-2026
Amount: $
Description:
(Name and location)
CSD Midvale MS Multipurpose Room AV Upgrade
12943 South 700 East
Draper, UT 84020

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Certification of Document's Authenticity

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(Signed)

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(Title)

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(Dated)

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

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

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

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

OWNER:
(Name, legal status and address)
Canyons School District
9361 South 300 East
Sandy, UT 84070

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)
CSD Midvale MS Multipurpose Room AV Upgrade
7852 South Pioneer Street

Midvale, UT 8404

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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Signed and sealed this Thirteenth day of April , Two Thousand Twenty-Six

CONTRACTOR AS PRINCIPAL *(Signature)*	**SURETY** *(Signature)*
(Printed name and title)	*(Printed name and title)*
(Witness)	*(Witness)*

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Variable Information

PAGE 1

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(Name, legal status and address)
Canyons School District
9361 South 300 East
Sandy, UT 84070

PROJECT:
(Name, location or address, and Project number, if any)
CSD Midvale MS Multipurpose Room AV Upgrade
7852 South Pioneer Street
Midvale, UT 8404

PAGE 2

Signed and sealed this Thirteenth day of April , Two Thousand Twenty-Six

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AIA® Document A701® – 2018

Instructions to Bidders

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

CSD Midvale MS Multipurpose Room AV Upgrade
7852 South Pioneer Street
Midvale, UT 84047
AV Upgrade

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

Canyons School District
9361 South 300 East
Sandy, UT 84070

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

Resolut Group
181 East 5600 South
Murray, UT 84107
801-530-3148

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

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

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

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

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

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

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

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

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

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

§ 4.2 Bid Security

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

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

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

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement,

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unless such a Statement has been previously required and submitted for this Bid.

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

§ 6.3 Submittals
§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- **.1** a designation of the Work to be performed with the Bidder's own forces;
- **.2** names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- **.3** names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements
§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

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

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 Building Information Modeling Exhibit, if completed:

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda:

Number	Date	Pages

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

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

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Additions and Deletions Report for
AIA® Document A701® – 2018

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 22:07:30 MDT on 04/13/2026.

Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

CSD Midvale MS Multipurpose Room AV Upgrade

7852 South Pioneer Street
Midvale, UT 84047

AV Upgrade

Canyons School District

9361 South 300 East
Sandy, UT 84070

Resolut Group

181 East 5600 South
Murray, UT 84107

801-530-3148

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 22:07:30 MDT on 04/13/2026 under Order No. 20250152426 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ - 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	**CONTRACT INFORMATION:**	**CHANGE ORDER INFORMATION:**
CSD Midvale MS Multipurpose Room AV Upgrade 7852 South Pioneer Street Midvale, UT 84047	Contract For: Date: 04-13-2026	Change Order Number: 001 Date:
OWNER: *(Name and address)* Canyons School District 9361 South 300 East Sandy, UT 84070	**ARCHITECT:** *(Name and address)* Resolut Group 181 East 5600 South Murray, UT 84107	**CONTRACTOR:** *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	$ 0.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 0.00
The Contract Sum will be unchanged by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 0.00

The Contract Time will be unchanged by ( ) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*	**CONTRACTOR** *(Signature)*	**OWNER** *(Signature)*
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
Date	*Date*	*Date*

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AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	Canyons School District 9361 South 300 East Sandy, UT 84070	**PROJECT:**	CSD Midvale MS Multipurpose Room AV Upgrade 7852 S Pioneer Street Midvale, UT 84047	**APPLICATION NO:** 001 **PERIOD TO:** April 13, 2026 **CONTRACT FOR:**	**Distribution to:** OWNER : [ ] ARCHITECT : [ ] CONTRACTOR : [ ]
FROM CONTRACTOR:		**VIA ARCHITECT:**	Resolut Group 181 East 5600 South Murray, UT 84107	**CONTRACT DATE:** **PROJECT NOS:** 251072 / /	FIELD : [ ] OTHER : [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINALCONTRACT SUM..... $0.00

2. NET CHANGE BY CHANGE ORDERS..... $0.00

3. CONTRACT SUM TO DATE(Line 1 ± 2)..... $0.00

4. TOTAL COMPLETED & STORED TO DATE(Column G on G703)..... $0.00

5. RETAINAGE:

a. 0.00% of Completed Work
(Column D + E on G703: $0.00)= $0.00

b. 0.00% of Stored Material
(Column F on G703: $0.00)= $0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... $0.00

6. TOTAL EARNED LESS RETAINAGE..... $0.00
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... $0.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE..... $0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) $0.00

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

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

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... $0.00

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

ARCHITECT:

By: _____ Date: _____

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

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AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*	**CONTRACT INFORMATION:**	**CERTIFICATE INFORMATION:**
CSD Midvale MS Multipurpose Room AV Upgrade 7852 South Pioneer Street Midvale, UT 84047	Contract For: Date: 04-13-2026	Certificate Number: Date:
OWNER: *(name and address)* Canyons School District 9361 South 300 East Sandy, UT 84070	**ARCHITECT:** *(name and address)* Resolut Group 181 East 5600 South Murray, UT 84107	**CONTRACTOR:** *(name and address)*

The Work identified below has been reviewed and found, to the Architect s best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Signature)*	*(Printed name, title, and license number if required)*	*Date Of Substantial Completion*

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner s and Contractor s legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Signature)*	*(Printed name and title)*	*Date*
OWNER *(Signature)*	*(Printed name and title)*	*Date*

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AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)* CSD Midvale MS Multipurpose Room AV Upgrade 7852 South Pioneer Street Midvale, UT 84047	**ARCHITECT'S PROJECT NUMBER :** 251072 **CONTRACT FOR:** **CONTRACT DATED:** 04-13-2026	OWNER: [ ] ARCHITECT: [ ] CONTRACTOR: [ ] SURETY: [ ] OTHER: [ ]
TO OWNER: *(Name and address)* Canyons School District 9361 South 300 East Sandy, UT 84070		

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

CONTRACTOR'S Authorized Representative *(Signature)*

(Printed name and title)

Date

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

CSD Midvale MS Multipurpose Room AV Upgrade
7852 South Pioneer Street
Midvale, Utah 84047

ARCHITECT'S PROJECT NUMBER:
251072

CONTRACT FOR:

CONTRACT DATED:
04-13-2026

OWNER: [ ]
ARCHITECT: [ ]
CONTRACTOR: [ ]
SURETY: [ ]
OTHER: [ ]

TO OWNER: *(Name and address)*
Canyons School District
9361 South 300 East
Sandy, UT 84070

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

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

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

Canyons School District
9361 South 300 East
Sandy, UT 84070

, OWNER,

as set forth in said Surety's bond.

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

SURETY *(Signature)*

Attest:
(Seal):

(Printed name and title)

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AIA® Document G710™ – 2017

Architect's Supplemental Instructions

PROJECT: *(name and address)*	**CONTRACT INFORMATION:**	**ASI INFORMATION:**
CSD Midvale MS Multipurpose Room AV Upgrade 7852 South Pioneer Street, Midvale, UT 84047	Contract For: Date: 04-13-2026	ASI Number: Date:
OWNER: *(name and address)* Canyons School District 9361 South 300 East Sandy, UT 84070	**ARCHITECT:** *(name and address)* Resolut Group 181 East 5600 South Murray, UT 84107	**CONTRACTOR:** *(name and address)*

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.
(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

ISSUED BY THE ARCHITECT:

ARCHITECT *(Signature)*

(Printed name, title, and license number if required)

Date

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AIA® Document G714® – 2017

Construction Change Directive

PROJECT: *(name and address)*	**CONTRACT INFORMATION:**	**CCD INFORMATION:**
CSD Midvale MS Multipurpose Room AV Upgrade 7852 South Pioneer Street, Midvale, UT 84047	Contract For: Date: 04-13-2026	Directive Number: Date:
OWNER: *(name and address)* Canyons School District 9361 South 300 East Sandy, UT 84070	**ARCHITECT:** *(name and address)* Resolut Group 181 East 5600 South Murray, UT 84107	**CONTRACTOR:** *(name and address)*

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

[ ] Lump Sum unchanged $ 0.00

[ ] Unit Price of $ 0.00 per

[ ] Cost, as defined below, plus the following fee: 0.00
(Insert a definition of, or method for determining, cost)

[ ] As follows:

2. The Contract Time will be unchanged by (0) days.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.	Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Signature)*	**OWNER** *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
Date	*Date*	*Date*

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SECTION 01 1000 – SUMMARY

PART 1 – GENERAL

1.1 PROJECT INFORMATION
A. Project Identification: Midvale Middle School Forum AV Upgrade
Project Location: 7852 S Pioneer St, Midvale, UT 84047

B. Owner: Canyon School District
Address: 9361 S 300 E, Sandy, UT 84070
Phone: (801) 826-5000

C. Electrical Engineer: Resolut Group
Address: 181 E 5600 S #200, Murray, UT 84123
Phone: (801) 531-3148

Contacts:
- Drayton Bailey (dbailey@resolutgroup.com)
- Eric Mangum (emangum@resolutgroup.com)

1.2 WORK COVERED BY CONTRACT DOCUMENTS
A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Forum AV Upgrade:
    - Scope: The work consists of upgrading the existing Forum multipurpose room audio and video system with new Digital Signal Processor, network switch, wireless microphone system, touchpanel, projector, and video transport equipment. Contractor shall remove existing equipment as indicated in the drawings, and return to Owner.
    - Existing Infrastructure: Existing equipment rack, wire pathways, and back boxes shall be reused where indicated. New back boxes shall be provided as indicated in drawings.
    - Testing and Verification: Contractor shall test the audio and video system for connectivity and initial operation. Final programming will be done by Resolut subbed under the contractor.

2. Project Contingency:
    - Refer to district provided RFP information.

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

1.4 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on the Drawings.

B. Site Investigation: Prior to bidding, the Contractor shall visit the site to inspect the condition of existing poles, handholes, and mounting tenons. Bids shall include all costs to accommodate existing field conditions.

1.5 COORDINATION WITH OCCUPANTS

A. Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work.

1.5 WORK RESTRICTIONS

A. Existing Utility Interruptions:

1. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions:
    - Notify Engineer/Owner not less than two (2) days in advance of proposed utility interruptions.
    - Obtain Engineer's written permission before proceeding.

B. Controlled Substances: Use of tobacco products, alcohol, and other controlled substances on Project site is strictly prohibited.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 1140 – WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 USE OF PREMISES

A. Use of site. Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the work is indicated.

1. Limits: Confine construction operations to immediate area of the work of this contract as shown on Drawings.
2. Owner Occupancy: Allow for owner occupancy of existing facility.
3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

B. Use of Existing Building: Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.3 OCCUPANCY REQUIREMENTS

A. Partial Owner Occupancy: Owner reserves the right to occupy and to place and install equipment in and around completed areas of the work, before Substantial Completion, provided such occupancy does not interfere with completion of the work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total work.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 1140

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SECTION 01 1770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Observation procedures.
2. Project Record Documents.
3. Operation and Maintenance Manuals.
4. Warranties.
5. Instruction of Owner's personnel.
6. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting review for determining date of Substantial Completion, complete the following:

1. Prepare a list of items to be completed and corrected (punch list), the values of items on the list, and reasons why the Work is not complete.
2. Prepare and submit Project record Documents, Operation and Maintenance Manuals, and similar final record information.
3. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
4. Complete startup testing of systems.
5. Submit test records.
6. Complete final cleaning requirements.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final observation for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures".
2. Submit certified copy of Engineer's Substantial Completion review list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Instruct Owner's personnel in operation, adjustment, and maintenance of, equipment, and systems.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needed correction.

1.6 PROJECT RECORD DOCUMENTS

A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.

B. Record Drawings: Maintain and submit one set of blue or black-line white prints of Contract Drawings and Shop Drawings.

1. Mark Record Prints to show 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 prepare the marked-up Record Prints.
2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
3. Mark important additional information that was either shown schematically or omitted from original drawings.
4. Note Construction Change Directive numbers, Change order numbers, alternate numbers and similar identification where applicable.

C. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind set with durable paper cover sheets. Include identification on cover sheets.

D. Record Specifications: Submit one copy of Project Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda and contract modifications.

E. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.

1.7 OPERATION AND MAINTENANCE MANUALS

A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:

1. Operation Data:
   a. Emergency instruction and procedures.
   b. System, subsystem, and equipment descriptions, including operating standards.
   c. Operating procedures, including startup, shutdown, seasonal, and weekend operations as applicable.
   d. Description of controls and sequence of operations.
2. Maintenance Data:
   a. Manufacturer's information, including list of spare parts.
   b. Name, address, and telephone number of Installer or supplier.
   c. Maintenance procedures.
   d. Maintenance and service schedules for preventive and routine maintenance.
   e. Maintenance record forms.
   f. Copies of maintenance service agreements.
   g. Copies of warranties and bonds.

B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index in heavy duty, 3 ring, vinyl covered, loose leaf binders, in thickness

necessary to accommodate contents, with pocket inside the covers to receive folded oversize sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL", Project name, and subject matter of contents.

1.8 WARRANTIES

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

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

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 that might damage finished surfaces

PART 3 – EXECUTION

3.1 DEMONSTRATION AND TRAINING

A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

3.2 FINAL CLEANING

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

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

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

END OF SECTION 01 1770

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SECTION 01 2600 – 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. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, " Supplemental Instructions."

1.3 PROPOSAL REQUESTS

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

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

2. Within time specified in Proposal Request 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 Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.

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 Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Work Change Proposal Request Form: Use form acceptable to Engineer.

1.4 CHANGE ORDER PROCEDURES

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

1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Work Change Directive: Engineer may issue a Work Change Directive on AIA Document G714. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Work 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 Work 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 01 2600

SECTION 01 2900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

B. Related Requirements:

1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.
1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
a. Application for Payment forms with continuation sheets.
b. Submittal schedule.
c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Engineer at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
a. Project name and location.
b. Name of Engineer.
c. Engineer's project number.
d. Contractor's name and address.
e. Date of submittal.

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

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project
4. Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

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

1.3 APPLICATIONS FOR PAYMENT

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

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is 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, or as provide by the owner.

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

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

F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Submittal schedule (preliminary if not final).
5. List of Contractor's staff assignments.
6. List of Contractor's principal consultants.
7. Copies of building permits.
8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
9. Initial progress report.
10. Report of preconstruction conference.

11. Certificates of insurance and insurance policies.

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

H. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

   1. Evidence of completion of Project closeout requirements.
   2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
   3. Updated final statement, accounting for final changes to the Contract Sum.
   4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
   5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."

   6. AIA Document G707-1994, "Consent of Surety to Final Payment."
   7. Evidence that claims have been settled.
   8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
   9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2900

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SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

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

1. General project coordination procedures.
2. Conservation.
3. Administrative and supervisory personnel.
4. Project meetings.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section “Summary” for a description of the Work and responsibility for coordination activities not in this Section.
2. See Specification 01 1770 Closeout Procedures for coordinating Contract closeout.
   a. Contractor responsible for assembling and completing all recording drawings required by JSD. Contractor may hire engineer for CAD/Revit and printing services as needed.

1.3 COORDINATION

A. Coordination: Contractor shall coordinate its construction operations with their hired sub-contractors, and entities to ensure efficient and orderly installation of each part of the Work. Additionally, contractor(s) responsible for coordinating with JSD construction department and school personnel.

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

1. Preparation of Contractor’s Construction Schedule.
2. Preparation of the Schedule of Values.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project closeout activities.

C. Conservation: Coordinate construction activities to ensure that operations are carries out with consideration given to conservation of energy, water, and materials.

D. Refer and adhere to JSD Project Bid and Construction Timeline.

1.4 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.5 PROJECT MEETINGS

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

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Significant discussions and agreements achieved will be recorded. Distribute the meeting minutes to everyone concerned, including Owner and subcontractors, within 2 days of meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction at a time convenient to Owner. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

C. Agenda: Discuss items of significance that could affect progress, including the following:

1. Tentative construction schedule.
2. Designation of responsible personnel.
3. Procedures for processing field decisions and Change Orders.
4. Procedures for processing Application for Payment.
5. Submittal procedures.
6. Use of the premises.
7. Parking availability.
8. Office, work, and storage areas.
9. Security.
10. Working hours.

D. Progress Meetings: Conduct progress and coordination meetings at weekly intervals (or as required) as directed by Owner. Coordinate dates of meetings with preparation of payment requests.

E. Attendees: In addition to representatives of Owner, each subcontractor, supplier, and other entity concerned with current progress on 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. Agenda: review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress.

F. Contractor's Construction Schedule: Review progress since last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so.

G. Schedule Updating: revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 310

SECTION 01 3300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Division 01 Section "Project management and Coordination" for submitting schedules and reports, including Contractor's construction schedule.
2. Division 01 Section "Closeout Procedures" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

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

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

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

1. Engineer will NOT furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
   a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
   b. Contractor shall execute a data licensing agreement in the form of AIA Document C106, Digital Data Licensing Agreement.

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.

1.5

1. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
   a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer'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 15 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 15 days for review of each resubmittal.

C. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
   1. Indicate name of firm or entity that prepared each submittal on label or title block.
   2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
   3. Include the following information for processing and recording action taken:
      a. Project name.
      b. Date.
      c. Name of Engineer.
      d. Name of Contractor.
      e. Name of subcontractor.
      f. Name of supplier.
      g. Name of manufacturer.

      h. Submittal number or other unique identifier, including revision identifier.
         1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
      i. Number and title of appropriate Specification Section.
      j. Drawing number and detail references, as appropriate.
      k. Location(s) where product is to be installed, as appropriate.
      l. Other necessary identification.

   4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
      a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.

1.6

1. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will discard submittals received from sources other than Contractor.

   a. Transmittal Form for Paper Submittals: Use AIA Document G810.

b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
   1) Project name.
   2) Date.
   3) Destination (To:).
   4) Source (From:).
   5) Name and address of Engineer.
   6) Name of Contractor.
   7) Name of firm or entity that prepared submittal.
   8) Names of subcontractor, manufacturer, and supplier.
   9) Category and type of submittal.
   10) Submittal purpose and description.
   11) Specification Section number and title.
   12) Specification paragraph number or drawing designation and generic name for each of multiple items.
   13) Drawing number and detail references, as appropriate.
   14) Indication of full or partial submittal.
   15) Transmittal number.
   16) Submittal and transmittal distribution record.
   17) Remarks.
   18) Signature of transmitter.

B. Options: Identify options requiring selection by Engineer.

C. Deviations: Identify deviations from the Contract Documents on submittals.

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 final action submittals that are marked with approval notation from Engineer's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:

   1. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
   2. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Engineer will not return copies.
   3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be

signed by an officer or other individual authorized to sign documents on behalf of that entity.

a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.

b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
a. Manufacturer's catalog cuts.
b. Manufacturer's product specifications.
c. Standard color charts.
d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.
4. Submit Product Data before or concurrent with Samples.

5. Submit Product Data in the following format:

a. PDF electronic file.
b. Three paper copies of Product Data unless otherwise indicated. Engineer will return two copies.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.

3. Submit Shop Drawings in the following format:

a. PDF electronic file.

b. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
   1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
   2. Identification: Attach label on unexposed side of Samples that includes the following:
      a. Generic description of Sample.
      b. Product name and name of manufacturer.
      c. Sample source.
      d. Number and title of applicable Specification Section.

   3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
   4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

      a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
      b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

   5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
      a. Number of Samples: Submit three sets of Samples. Engineer will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
         1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least 3 sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

   1. Submit product schedule in the following format:

      a. PDF electronic file.

F. Coordination Drawings Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

G. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

H. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."

J. 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.

K. 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.

L. 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.

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

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

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
   1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
   1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

D. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 3300

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SECTION 01 4000 - QUALITY REQUIREMENTS

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Submittals.

B. Quality assurance.

C. References and standards

D. Testing and inspection agencies and services.

E. Control of installation.

F. Tolerances.

G. Defect Assessment.

1.2 REFERENCE STANDARDS

A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants 2008 (Reapproved 2019).

B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation 2017.

C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry 2019.

D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction 2019.

E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection 2021.

F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing 2021.

G. ASTM E699 - Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components 2016.

H. IAS AC89 - Accreditation Criteria for Testing Laboratories 2020.

1.3 SUBMITTALS

A. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.

1. Include calculations that have been used to demonstrate compliance to performance and regulatory criteria provided, and to determine design solutions.

2. Include required product data and shop drawings.

3. Include a statement or certification attesting that design data complies with criteria indicated, such as building codes, loads, functional, and similar engineering requirements.

B. Test Reports: After each test/inspection, promptly submit one digital copy of report to Architect and to Contractor.

1. Include:

a. Date issued.

b. Project title and number.

c. Name of inspector.

d. Date and time of sampling or inspection.

e. Identification of product and specifications section.

f. Location in the Project.

g. Type of test/inspection.

h. Date of test/inspection.

i. Results of test/inspection.

j. Compliance with Contract Documents.

k. When requested by Architect, provide interpretation of results.

C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.

1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

E. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.

1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications:

1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.

2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

3. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.

1.5 REFERENCES AND STANDARDS

A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

C. Obtain copies of standards where required by product specification sections.

D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.6 TESTING AND INSPECTION AGENCIES AND SERVICES

A. As indicated in individual specification sections, Owner or Contractor shall employ and pay for services of an independent testing agency to perform specified testing and inspection.

B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

C. Contractor Employed Agency:

1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM E699, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.

2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.

3. Laboratory Qualifications: Accredited by IAS according to IAS AC89.

4. Laboratory: Authorized to operate in Utah.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.2 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

3.3 TESTING AND INSPECTION

A. See individual specification sections for testing and inspection required.

B. Re-testing required because of non-compliance with specified requirements shall be

performed by the same agency on instructions by Architect.

C. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.4 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION 01 4000

SECTION 01 4100 – DEMOLITION

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Selective demolition of building elements.

1.2 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2022.

1.3 SUBMITTALS

A. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.

1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.

2. Identify demolition firm and submit qualifications.

B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.4 QUALITY ASSURANCE

A. Demolition Firm Qualifications: Company specializing in the type of work required.

B. Regulatory Requirements: Comply with governing EPA notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS -- NOT USED

PART 3 - EXECUTION

3.1 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and available existing record documents only.

1. Verify that construction and utility arrangements are as indicated.

2. Report discrepancies to Architect before disturbing existing installation.

3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Separate areas in which demolition is being conducted from other areas that are still occupied.

1. Provide, erect, and maintain temporary dustproof partitions of construction indicated on drawings .

2. Provide sound retardant partitions of construction indicated on drawings in locations indicated on drawings.

C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.

D. Remove existing work as indicated and as required to accomplish new work.

1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.

2. Remove items indicated on drawings.

E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.

1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.

2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.

3. Verify that abandoned services serve only abandoned facilities before removal.

4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.

F. Protect existing work to remain.

1. Prevent movement of structure; provide shoring and bracing if necessary.

2. Perform cutting to accomplish removals neatly and as specified for cutting new work.

3. Repair adjacent construction and finishes damaged during removal work.

4. Patch as specified for patching new work.

3.2 DEBRIS AND WASTE REMOVAL

A. Remove debris, junk, and trash from site.

B. Remove from site all materials not to be reused on site; do not burn or bury.

C. Leave site in clean condition, ready for subsequent work.

D. Clean up spillage and wind-blown debris from public and private lands.

3.3 ASBESTOS

A. Asbestos Report, Inspection, Assessment, and Abatement by Owner.

B. If any asbestos is discovered by any contractor, the Owner and Architect are to be notified immediately.

END OF SECTION 01 4100

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Temporary Controls: Barriers and enclosures.

1.2 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.

1.3 INTERIOR ENCLOSURES

A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.

B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.4 TEMPORARY FIRE PROTECTION

A. Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

B. Prohibit smoking.

C. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

1.5 ADDITIONAL FACILITIES

A. Provide restrooms/port-a-potties and sanitizing methods for use while on the premises. Facilities in the building will not be available.

B. Provide dumpsters for trash and debris containment. DO NOT use facility dumpsters.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION 01 5000

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SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

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

B. Related Requirements:

1. Division 01 Section "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

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

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

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

1.3 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product

request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

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

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

B. Delivery and Handling:

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

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

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

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. Refer to Divisions 02 through 33. Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Engineer will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.

Comparable products or substitutions for Contractor's convenience will not be considered.

3. Products:

   a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
   b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

   a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
   b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

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

C. Visual Matching Specification: Where Specifications require "match Engineer’s sample", provide a product that complies with requirements and matches Engineer's sample. Engineer'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 Division 01 Section "Substitution Procedures" for proposal of product.

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

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 6000

SECTION 01 7419 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 – GENERAL

1.1 WASTE MANAGEMENT REQUIREMENTS

A. Owner requires that this project generate the least amount of trash and waste possible.

B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

D. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.

E. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.

F. Methods of trash/waste disposal that are not acceptable are:

1. Burning on the project site.
2. Burying on the project site.
3. Dumping or burying on other property, public or private.
4. Other illegal dumping or burying.

G. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.2 DEFINITIONS

A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

I. Return: To give back reusable items or unused products to vendors for credit.

J. Reuse: To reuse a construction waste material in some manner on the project site.

K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

1. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
2. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
3. Toxic: Poisonous to humans either immediately or after a long period of exposure.
4. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
5. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

PART 2 - PRODUCTS - N/A

PART 3 - EXECUTION

3.1 WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.

B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.

C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

D. Meetings: Discuss trash/waste management goals and issues at project meetings.

E. Prebid meeting.

1. Preconstruction meeting.
2. Regular job-site meetings.

F. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.

1. Provide containers as required.
2. Provide temporary enclosures around piles of separated materials to be recycled or salvaged.
3. Provide materials for barriers and enclosures that are nonhazardous, recyclable, or reusable to the maximum extent possible; reuse project construction waste materials if possible.
4. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

G. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

H. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

I. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

J. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION 01 7419

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SECTION 26 0500 – ELECTRICAL GENERAL PROVISIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

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

B. Architectural, Structural, Mechanical and other applicable documents are considered a part of the electrical documents insofar as they apply as if referred to in full. Contractor must review the entire set of plans and specifications. Reviewing only the electrical set is not acceptable.

1.2 DESCRIPTION OF WORK:

A. The extent of electrical work is indicated on drawings and/or specified in Divisions 26, 27 and 28 sections of the specification. Provide all labor, materials, equipment, supervision and service necessary for a complete electrical system. Work includes, but is not necessarily limited to, the following items.

	ITEM	SECTION
1.	Electrical General Provisions	26 0500
2.	Electrical Submittals and Spare Parts	26 0502
3.	Conduit Raceway	26 0532
4.	Electrical Boxes and Fittings	26 0533
5.	Wiring Devices	26 2726
6.	Audiovisual Systems	27 4100
7.	Audiovisual Systems Check List	27 4101

B. Use of standard industry symbols together with the special symbols, notes, and instructions indicated on the drawings describe the work, materials, apparatus and systems required as a portion of this work.

C. Visit the site during the bidding period to determine existing conditions affecting electrical and other work. All costs arising from site conditions and/or preparation shall be included in the base bid. No additional charges will be allowed due to inadequate site inspection.

1.3 DEFINITION OF TERMS

A. The following terms used in Divisions 26, 27 and 28 documents are defined as follows:

1. "Provide": Means furnish, install and connect, unless otherwise indicated.
2. "Furnish": Means purchase and deliver to project site.
3. "Install": Means to physically install the items in-place.
4. "Connect": Means make final electrical connections for a complete operating piece of equipment.

1.4 RELATED SECTIONS:

A. Consult all other sections, determine the extent and character of related work and properly coordinate work specified herein with that specified elsewhere to produce a complete installation.

B. General and Supplementary Conditions: Drawings and general provisions of contract and Division 1 of the Specifications, apply to all Division 26, 27 and 28 sections.

C. Earthwork:

1. Provide trenching, backfilling, boring and soil compaction as required for the installation of underground conduit, buried cable, in-grade pull boxes, manholes, lighting pole foundations, etc. See Division 31, Sitework, and other portions of Divisions 26, 27 and 28, for material and installation requirements.

D. Concrete Work:

1. Provide forming, steel bar reinforcing, cast-in-place concrete, finishing and grouting as required for underground conduit encasement, light pole foundations, pull box slabs, vaults, equipment pads, etc. See Division 3, Concrete for material and installation requirements.

E. Miscellaneous Metal Work:

1. Provide fittings, brackets, backing, supports, rods, welding and pipe as required for support and bracing of raceways, lighting fixtures, panelboards, distribution boards, switchboards, motor controls centers, etc. See Division 5, Metals for material and installation requirements.

F. Miscellaneous Lumber and Framing Work:

1. Provide wood grounds, nailers, blocking, fasteners, and anchorage for support of electrical materials and equipment. See Division 6, Rough Carpentry for material and installation requirements.

G. Moisture Protection:

1. Provide membrane clamps, sheet metal flashing, counter flashing, caulking and sealants as required for waterproofing of conduit penetrations and sealing penetrations in or through fire walls, floors and ceiling slabs and foundation walls. All penetrations through vapor barriers at slabs on grade shall be taped and made vapor tight. See Division 7, Thermal and Moisture Protection for material and installation requirements.

H. Access panels and doors:

1. Provide in walls, ceiling, and floors for access to electrical devices and equipment. See Division 8, Doors and Windows for material and installation requirements.

I. Painting:

1. Provide surface preparation, priming and finish coating as required for electrical cabinets, exposed conduit, pull and junction boxes, poles, surface metal raceways, etc. See Division 9, Finishes for material and installation requirements.

1.5 WORK FURNISHED AND INSTALLED UNDER ANOTHER SECTION REQUIRING CONNECTIONS UNDER THIS SECTION:

A. Provide electrical service, make requisite connections and perform operational test. Items furnished and installed under other sections and connected under this section, include but are not limited to the following:

1. Electric motors.
2. Package mechanical equipment: fans, fan coil units, pumps, boilers, duplex compressors, etc.
3. Flow switches and valve monitors.
4. Motorized dampers.
5. Fire and smoke dampers
6. Duct mounted smoke detectors.
7. Elevator/Escalator Controllers.
8. Irrigation controllers.
9. Door hold-open/release devices.
10. Motorized projection screens.
11. Wheel chair lifts.

12. Roll down doors.
13. Electric hardware.
14. Laboratory equipment including hoods, cold rooms, autoclaves, drying ovens, glassware washers and dryers, refrigerators, freezers, etc.
15. Shop equipment including saw dust collectors, saws, lathes, grinders, welders, planers, presses, etc.
16. Temperature control panels.
17. Variable frequency controllers.
18. Chiller starters.
19. Motorized Chalkboards/Markerboards/Whiteboards.
20. Display cases.
21. Water coolers.
22. Kitchen equipment including ovens, fryers, mixers, disposers, dishwashers, etc.
23. Paint spray booths.
24. Fire sprinkler alarm bells.
25. Electric heat trace cable for domestic and industrial hot water piping systems.
26. Electric heat trace cable for guttering, drain lines, etc.
27. Anti-sweat heaters, fan coils, etc. for walk-in coolers and freezers.
28. Hand dryers, hair dryers.
29. Dock levelers.
30. Systems/Open Office Furniture

1.6 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS:

A. Before bidding, Contractor shall familiarize himself with the drawings, specifications and project site. Submit requests for clarification to Architect/Engineer in writing prior to issuance of final addendum. After signing the contract, the Contractor shall meet the intent, purpose, and function of the Contract Documents. Any costs of materials, labor and equipment arising therefrom, to make each system complete and operable, is the responsibility of the Contractor.

1.7 REQUESTS FOR INFORMATION (RFIs):

A. Contractor shall review all Contract Documents thoroughly before submitting an RFI to avoid unnecessary questions and ensure the question has not already been addressed within the existing Contract Documents.

B. RFIs should be used to seek clarification on issues or areas of confusion that cannot be resolved through a review of the Contract Documents.

C. Each RFI shall contain the following:

1. Description of the Issue/Question: Clearly detail the issue or confusion, referencing the related Contract Document drawings and/or specifications.
2. Relevant Documents: Attach any necessary supporting documents that could aid in understanding the RFI.
3. Proposed Solution: Suggest a possible resolution to the problem or confusion.

D. Non-Compliant RFIs

1. Frivolous or incomplete RFIs will not be accepted. RFIs that do not follow the guidelines set forth in this section, or are deemed unnecessary, may be returned without response at the discretion of the Engineer.

1.8 QUALITY ASSURANCE:

A. Reference to codes, standards, specifications and recommendations of technical societies, trade organizations and governmental agencies refers to the latest edition of such publications adopted and published prior to submittal of the bid proposed, unless noted otherwise herein. Such codes or standards are considered a part of this specification as though fully repeated herein.

B. When codes, standards, regulations, etc. allow work of lesser quality or extent than is specified under this Division, nothing in said codes shall be construed or inferred as reducing the quality, requirements or extent of the Drawings and Specifications. Perform work in accordance with applicable requirements of all governing codes, rules and regulations including the following minimum standards, whether statutory or not:

1. National Electric Code (NEC).
2. International Building Code (IBC).
3. International Fire Code (IFC).
4. International Mechanical Code (IMC).

C. Standards: Comply with the following standards where applicable for equipment and materials specified under this Division.

1.	UL	Underwriters' Laboratories
2.	ASTM	American Society for Testing Materials
3.	CBN	Certified Ballast Manufacturers
4.	IPCEA	Insulated Power Cable Engineers Association
5.	NEMA	National Electrical Manufacturer's Association
6.	ANSI	American National Standards Institute
7.	ETL	Electrical Testing Laboratories

D. All electrical apparatus furnished under this Section shall conform to (NEMA) standards and the NEC and bear the Underwriters' Laboratories (UL) label where such label is applicable.

E. Comply with requirements of State and Local Ordinances. If a conflict occurs between these requirements and the Contract Documents, the most stringent requirements shall govern. The Contractor accepts this responsibility upon submitting his bid, and no extra charge will be allowed after the contract is awarded. This shall not be construed as relieving the Contractor from complying with any requirements of the Contract Documents that may be in excess of the aforementioned requirements, and not contrary to same.

F. Obtain all permits, inspections, etc. required by authority having jurisdiction. Include all fees in bid. Furnish a certificate of approval to the Owner's Representative from the Inspection Authority at completion of the work.

G. Employ only qualified craftsmen with at least three years of experience. Workmanship shall be neat, have a good mechanical appearance and conform to best electrical construction practices. Provide a competent superintendent to direct the work at all times. Any person found incompetent shall be discharged from the project and replaced by satisfactory personnel.

H. Contractor shall have a current state contracting license applicable to type of work to be performed under this contract.

I. Required Pre-Electrical Construction Meeting with Electrical Engineer: Electrical contractor/representative will be required to attend a pre-electrical construction meeting (approximately 30-60 minutes) with engineering representative in the electrical engineers office prior to electrical construction commencement. This meeting will address any questions on the part of the contractor and the expectations of the Engineer with regard to specifications, plans and site visits for both rough and finish electrical work.

1.9 CONSTRUCTION CHANGE ORDER PROPOSALS

A. In the event that a submission of a change order is issued by the contractor, the following information will be required to be submitted by the contractor, prior to any consideration by the owner/architect.
   a. Where project manager or project engineer work is required, the labor cost shall not exceed 2% of the electrical portion of the change order.
   b. All equipment, including conduit and wire, shall be itemized, identifying unit costs and quantities of equipment. Distributor quotes shall accompany all change order requests. The distributor quotes shall include costs for all equipment including conduit and wire. Lot pricing for equipment is not acceptable.
   c. The general contractor shall review and confirm that the quantity and costs of materials submitted appear reasonable for the scope proposed.
   d. Labor units shall not exceed base NECA 1 standards. No adjustment factors shall be approved.
   e. Any research and labeling time, shall be the responsibility of the electrical contractor and shall not be included in the change order request.
   f. Any costs associated with the purchase of tools or transportation shall be fully itemized for review by architect/owner.
   g. Overtime rates shall only be approved where additional manpower cannot achieve the same result.
   h. Change order form shall follow the following format:
      i. PCO number
      ii. Detailed description of work being performed
      iii. Location on project where work is performed
      iv. Chosen NECA column
      v. Identified material:
         1. QTY
         2. Unit cost
         3. Mark up
         4. Material total
      vi. Identified labor:
         1. QTY
         2. Unit cost
         3. Composite labor rate
         4. Labor total

1.10 RECORD DRAWINGS:

A. Contractor shall provide as-built drawings and a record model of the completed project, reflecting all deviations from the original design including but not limited to field conditions, RFIs, ASIs, and other modifications. The as-built drawings shall be provided in both Autodesk Revit and PDF formats.

B. Maintain, on a daily basis, a complete set of “Record Drawings”, reflecting an accurate record of work in accordance with the following:

   1. Show the complete routing and location of all feeders rated 100 amps and larger. Contractor shall clearly indicate dimensions on the drawings for work that is hidden beneath the ground or under slabs, concealed above ceiling structures, and within concealed spaces. These dimensions shall be measured from fixed structural elements, rather than from partition walls or other non-structural elements.
   2. Show the complete routing and location of all telecommunications conduits, systems raceways, and empty raceways, 1-1/4" and larger. Contractor shall clearly indicate dimensions on the drawings for work that is hidden beneath the ground or under slabs, concealed above ceiling structures, and within concealed spaces. These dimensions shall be measured from fixed structural elements, rather than from partition walls or other non-structural elements.

3. Show all changes, deviations, addendum items, change orders, job instructions, etc., that change the work from that shown on the contract documents, including wall relocations, fixtures and device changes, branch circuiting changes, etc. Where locations of boxes, raceways, equipment, etc. are adjusted in the field to fit conditions, but such new locations may not be obvious by referring to the contract document, show new locations on the record drawings.
4. Provide a copy of the raceway as-builts within the equipment rack for the system indicated below. Provide 11x17 size laminated prints that are legible.
    a. Telecommunications
    b. Audiovisual

C. At the discretion of the Architect/Engineer, the drawings will be reviewed on a periodic basis and used as a pre-requisite for progress payments. This requirement shall not be construed as authorization for the Contractor to make changes in the layout, or work without written authorization for such changes.

D. The Architect/Engineer shall review the drawings and the Contractor shall incorporate the resulting comments into the final record drawings.

E. Certify the "Record Drawings" for correctness by placing and signing the following certifications of the first sheet of the drawings:

"CERTIFIED CORRECT (3/8" high letters)

(Name of General Contractor)

By: _____ Date: _____

(Name of Electrical Contractor)

By: _____ Date: _____

1.11 GUARANTEE:

A. Ensure that electrical system installed under this contract is in proper working order and in compliance with drawings, specifications, and/or authorized changes. Without additional charge, replace any work or materials that develop defect, except from ordinary wear and tear, within one year from the date of substantial completion. Exception: Incandescent and fluorescent lamps shall be guaranteed for a period of two months from the date of substantial completion.

1.12 OTHER:

A. Right to Hire. "Client" agrees that during the project and for a period of twenty four (24) months following substantial completion that it will not, directly or indirectly, employ or solicit to employ Resolut Personnel.

PART 2 – PRODUCTS

2.1 GENERAL:

A. Products are specified by manufacturer name, description, and/or catalog number. Discrepancies between equipment specified and the intended function of equipment shall be brought to the attention of the Architect/Engineer in writing prior to bidding. Failure to report any conflict, including catalog numbers, discontinued products, etc., does not relieve the Contractor from meeting the intent of the contract documents nor shall it change the contract cost. If the Contractor is unable to interpret any part of the plans and/or

specifications, or should he find discrepancies therein, he shall bring this to the attention of the Architect/Engineer who will issue interpretation and/or additional instructions to Bidders before the project is bid.

2.2 MANUFACTURERS:

A. Provide products of manufacturers specified. Manufacturers catalog numbers and descriptions establish the quality of product required. Substitutions will be considered if a duplicate written application (2-copies) is at the office of the Architect/Engineer eight (8) working days prior to the day of the bidding. The application shall include the following: 1) A statement certifying that the equipment proposed is equal to that specified; that it has the same electrical and physical characteristics, compatible dimensions, and meets the functional intent of the contract documents; 2) The specified and submittal catalog numbers of the equipment under consideration; 3) A pictorial and specification brochure.

B. Any conflict arising from the use of substituted equipment shall be the responsibility of the Contractor, who shall bear all costs required to make the equipment comply with the intent of the contract documents.

C. Samples may be required for non-standard or substituted items before installation during construction. Provide all samples as required.

D. No materials or apparatus may be substituted after the bid opening except where the equipment specified has been discontinued.

E. Provide only equipment specified in the Contract Documents or approved by addendum.

2.3 SPARE PARTS:

A. Provide spare parts (fuses, diffusers, lamps, etc.) as specified. Transmit all spare parts to Owner's Representative prior to substantial completion.

PART 3 – EXECUTION

3.1 INSTALLATION:

A. Layout electrical work in advance of construction to eliminate unnecessary cutting, drilling, channeling, etc. Where such cutting, drilling, or channeling becomes necessary for proper installation; perform with care. Use skilled mechanics of the trades involved. Repair damage to building and equipment at no additional cost to the contract. Cutting work of other Contractors shall be done only with the consent of that Contractor. Cutting structural members shall not be permitted.

B. Provide equipment enclosures appropriate to the environment to which they are installed. For example, provide NEMA 3R for exterior enclosures and NEMA 1 for interior enclosures unless otherwise noted.

C. Since the drawings of floor, wall, and ceiling installation are made at small scale; outlets, devices, equipment, etc., are indicated only in their approximate location unless dimensioned. Locate outlets and apparatus symmetrically on floors, walls and ceilings where not dimensioned, and coordinate such locations with work of other trades to prevent interferences. Verify all dimensions on the job. Do not scale the electrical drawings, but refer to the architectural and mechanical shop drawings and project drawings for dimensions as applicable.

D. Perform for other trades, the electrical wiring and connection for all devices, equipment or apparatus. Consult Architectural, Mechanical, and other applicable drawings, and all applicable shop drawings to avoid switches, outlets, and other equipment from being hidden behind doors, cabinets, counters, heating equipment, etc., or from being located in chalkboards, tackboards, glass panels, etc. Relocate buried electrical devices and/or connections as directed at no additional cost.

E. Coordinate the location of outlets, devices, connections, and equipment with the supplier of the systems furniture prior to rough-in.

F. Where conduit, outlets or apparatus are to be encased in concrete, it must be located and secured by a journeyman or foreman present at the point of installation. Check locations of the electrical items before and after concrete and/or masonry installation and relocate displaced items.

G. Provide block-outs, sleeves, demolition work, etc., required for installation of work specified in this division.

3.2 CLEAN:

A. Clean up all equipment, conduit, fittings, packing cartons and other debris that is a direct result of the installation of the work of this Division.

B. Clean fixtures, interiors and exteriors of all equipment, and raceways. Replace all filters in electrical equipment upon request for Substantial Completion.

3.3 POWER OUTAGES:

A. All power outages required for execution of this work shall occur during non-standard working hours and at the convenience of the Owner. Include all costs for overtime work in bid.

B. Submit written request at least 7 days in advance of scheduled outage and proceed with outage only after receiving authorization from the Owner's Representative.

C. Keep all outages to an absolute minimum.

3.4 STORAGE AND PROTECTION OF MATERIALS:

A. Provide storage space for storage of materials and apparatus and assume complete responsibility for all losses due to any cause whatsoever. In no case shall storage interfere with traffic conditions in any public thoroughfare or constitute a hazard to persons in the vicinity. Protect completed work, work underway, and apparatus against loss or damage.

3.5 ROOF PENETRATIONS:

A. Where raceways penetrate roofing or similar structural area, provide appropriate roof jack coordinate with the roofing contractor and the Architect in order to match the vent with the roof construction. The jack shall be sized to fit tightly to raceway for weather-tight seal, and with flange extending a minimum of 9" under roofing in all sides or as required by the roof type of construction. Completely seal opening between inside diameter of roof flashing and outside diameter of penetrating raceways. Coordinate all work with work required under roofing section of specifications.

3.6 FIRE PENETRATION SEALS:

A. Seal all penetrations for work of this section through fire rated floors, walls and ceilings to prevent the spread of smoke, fire, toxic gas or water through the penetration either before, during or after fire. The fire rating of the penetration seal shall be at least that of the floor, wall or ceiling that it is installed, so that the original fire rating of the floor or wall is maintained as required by Article 300-21 of the National Electrical Code. Where applicable, provide OZ Type CFSF/I and CAFSF/I fire seal fittings for conduit and cable penetrations through concrete and masonry walls, floors, slabs, and similar structures. Where applicable, provide 3M CID cast-in device for floor slabs. Where applicable, provide 3M fire barrier sealing penetration system, and/or IPC Flame Safe Fire Stop System, and/or Chase Foam fire stop system, including wall wrap, partitions, caps, and other accessories as required. All materials to comply with UL 1479 (ASTM E-814). Comply with manufacturer's instructions and recommendations for installation of sealing fittings and barrier sealing systems.

3.7 PROJECT FINALIZATION AND START-UP:

A. Upon completion of equipment and system installation, assemble all equipment Factory Representatives and Subcontractors for system start-up.

B. Each Representative and Subcontractor shall assist in start-up and check out their respective system and remain at the site until the total system operation is accepted by the Owner's representative.

C. The Factory Representative and/or System Subcontractor shall give personal instruction on operating and maintenance of their equipment to the Owner's maintenance and/or operation personnel. To certify acceptance of operation and instruction by the Owner's Representative, the contractor shall prepare a written statement as follows:

1. This is to certify that the Factory Representative and System Subcontractor for each of the systems listed below have performed start-up and final check out of their respective systems.
2. The Owner's Representative has received complete and thorough instruction in the operation and maintenance of each system.

SYSTEM	FACTORY REPRESENTATIVE
(List systems included)	(List name and address of Factory Representative)
_____	_____
Owner's Representative	Contractor

D. Send copy of acceptance to Architect/Engineer.

3.8 FINAL REVIEW:

A. At the time of final review, the project foreman shall accompany the reviewing party, and remove coverplates, panel covers and other access panels as requested, to allow review of the entire electrical system.

END OF SECTION 26 0500

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SECTION 26 0502 – ELECTRICAL SUBMITTALS, O & M MANUALS AND SPARE PARTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to all Division 26, 27 and 28 sections.

B. Architectural, Structural, Mechanical and other applicable documents are considered a part of the electrical documents insofar as they apply as if referred to in full. Contractor must review the entire set of plans and specifications. Reviewing only the electrical set is not acceptable.

C. Consult all other sections, determine the extent and character of related work and properly coordinate work specified herein with that specified elsewhere to produce a complete installation.

1.2 SUBMITTAL REQUIREMENTS:

A. GENERAL:

1. After the Contract is awarded but prior to ordering, manufacture, or installation of any equipment, prepare complete Submittals including shop drawings, product data, brochures, etc. for materials and equipment as required by each section of the specification.
2. Review of Submittals shall not relieve the Contractor of responsibility for dimensions and/or errors that may be contained therein, or deviations from the Contract Document's requirements. It shall be clearly understood that the noting of some errors but overlooking others does not grant the Contractor permission to proceed in error. Regardless of any information contained in the Shop Drawings and Brochures, the requirements of the Contract Document's shall govern and are not waived, or superseded in any way by the review of the Shop Drawings and Brochures.
3. Submittals are reviewed, not approved. Comments made within submittals do not alter the contract documents in any way. The contractor is still responsible, regardless of comments (if any) made within submittals, for complying with drawings and specifications.
4. Notify engineer in writing if any of the comments noted in the submittals alter the contract cost. A comment within the submittal process which increases/decreases cost of product is not an authorization to the contractor under any circumstances to proceed.
5. Notify engineer of any modifications between contract documents and submittals. It is the responsibility of the contractor to ensure compliance.
6. ELECTRONIC SUBMITTAL REQUIREMENTS:
   a. Provide submittals in Portable Document Format (PDF).
   b. Documents must be electronically bookmarked by Division e.g. 26, 27 and 28, Specification section e.g. 26 0510 and individually for each item submitted for light fixtures, switchgear, transformer, panelboard etc. and keyword searchable using Adobe Acrobat (http://www.adobe.com/acrobat) or Bluebeam Revu (http://www.bluebeam.com) for each relevant section.
   c. Electronically highlight all options for light fixtures, electrical equipment, etc. Manual highlighting and scanning of the documents is NOT acceptable and will NOT be reviewed.

d. Provide only completed cutsheets for all fixture and equipment types. Blank cutsheets submitted with a schedule are NOT acceptable and will NOT be reviewed.

e. At the time of submission, the electrical contractor shall provide a complete and comprehensive submission of all required specification sections/shop drawings at the same time. Exceptions may be given, with prior approval, for time-sensitive equipment.

f. A maximum of one submittal per specification section is allowed. It is NOT acceptable to provide a product by product submittal. Single product by product submittals will NOT be reviewed.

B. SCHEDULING

1. GENERAL

a. A minimum period of two weeks, exclusive of transmittal time, will be required each time Submittals are submitted or resubmitted for review. This time period shall be considered by the Contractor when scheduling submittal data.

b. If the shop drawings are rejected twice, the contractor shall reimburse the engineering firm the sum of $1,200.00 for the third review and any additional reviews required prior to the commencement of additional review.

C. QUALITY ASSURANCE

1. PRE-SUBMITTAL PREPARATION

a. Prior to submission of the Shop Drawings and Project Data, review and certify that they are in compliance with the Contract Documents. Verify all dimensional information to ensure proper clearance for installation of equipment.

b. Shop drawings requiring the use of electronic documents (floor plans, Lighting plans, fire alarm plans, etc.) shall be requested via a request for information (RFI) through the general contractor. Electronic documents will be provided to the Architect for distribution. No direct vendor requests will be accepted.

c. Contractor is completely responsible for the content of the submittal

2. SUBMITTAL REQUIREMENTS

a. Provide a stamp or statement on each submittal as follows:

i. I hereby certify that this Shop Drawing and/or Brochure has been checked prior to submittal and that it complies in all respects with the requirements of the Contract Drawings and Specifications for this Project.

(Name of Electrical Subcontractor)

Name_____.

Position_____Date_____

i. Failure to provide certification will result in submittals being rejected and returned without review.

b. Brochures to be submitted as supplementary information shall be published by the Manufacturers and shall contain complete and detailed engineering and dimensional information. Brochures submitted shall contain only information relevant to the particular equipment or materials

to be furnished. The Contractor shall not submit catalogs that describe several different items in addition to those items to be used, unless all irrelevant information is marked out, or unless relevant information is clearly marked. Brochures from each manufacturer shall be identified and submitted separately.

c. Shop Drawings shall be done in an easily legible scale and shall contain sufficient plans, elevations, sections, and isometrics to clearly describe the equipment or apparatus, and its location. Drawings shall be prepared by an Engineer/Draftsmen skilled in this type of work. Shop Drawings shall be drawn to at least 1/4" = 1'0" scale.

d. Observe the following rules when submitting the Shop Drawings and Brochures.

i. Each Shop Drawing shall indicate in the lower right hand corner, and each Brochure shall indicate on the front cover the following: Title of the sheet or brochure, name and location of the building; names of the Architect and Electrical Engineer, Contractor, Subcontractors, Manufacturer, Supplier/Vendor, etc., date of submittal, and the date of correction and revision. Unless the above information is included the submittal will be rejected and returned without being reviewed.

1. Submittal Identification shall include the following:

a. A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted.

b. Original submittal numbers shall have the following format: “XXX-Y;” where “XXX” is the originally assigned submittal number and “Y” is a sequential letter assigned for resubmittals (for example, A, B, or C being the first, second, and third resubmittals, respectively). Submittal 25B, for example, is the second resubmittal of Submittal 25.

D. POST-SUBMITTAL

1. Check all materials and equipment after arrival on the job site and verify compliance with the Contract Documents.

1.3 PROVIDE SUBMITTALS AS REQUESTED FOR EACH OF THE SECTIONS LISTED BELOW:

A. 26 0532 Conduit Raceway

1. Submit manufacturer’s data on MC-PCS Power & Control/Signal Cable.

B. 26 0533 Electrical Boxes and Fittings

1. Submit manufacturer’s data including specifications, installation instruction and general recommendations for each type of floor box used on project.

C. 26 2726 Wiring Devices

1. Submit manufacturer's data on electrical wiring devices.

D. 27 4100 Audiovisual Systems

1. Provide a list of finish options for selection. Do not order any equipment if finishes have not been selected on the shop drawings.

2. The following items shall be included in the shop drawings submittal:

a. Project manager's written proof, with signature and date, that shop drawings and/or brochure has been checked for accuracy prior to submittal. Shop drawings to comply in all respects with the requirements of the contract drawings and specifications for this project.

b. A complete bill of materials, broken out per system type, for all components, accessories and hardware to be provided in order to assemble a complete and working system as described within the contract documents.

i. The bill of material is intended to be used to verify equipment within each system. Only one cut sheet per unique product type is required.

ii. Example several systems may require the same flat panel display mount, that mount should be listed in each system type with only one (1) cut sheet provided for that product.

c. Manufacturer's data sheets and installation details for all devices, plates, cables and similar equipment. Product data showing multiple options, products and/or models shall be clearly marked identifying the specific options, products and/or models being provided.

d. Signal flow drawings showing all audio, video, control, network and power connections required between all pieces of equipment within each system.

i. Unique cable/wire identifier for each connection that correspond to field cabling labelling scheme.

ii. All connections require connector type and male/female termination to be identified. Type shall correspond to a connector legend or shall be clearly identified per instance.

iii. Wiring pinouts for all multipin connectors used

iv. Detailed panel drawings showing wall, floor, rack, etc. input/output panel dimensions, connector types and text labeling for each connection shown

v. Physical location information for each device.

vi. Upon request AV Consult's signal flow drawings may be utilized for signal flow documentation within the shop drawings, provided, the items above are included. Contractor shall make request for electronic files as indicated in section 1.2.C.

e. Equipment rack elevations.

f. Matrix routing and preset configuration tables, and digital signal processing configuration details.

g. Wireless microphone transmission frequencies.

h. Submit all manufacturer training, 3rd party and/or organization certificates for each equipment and/or systems required for the implementation of this specification.

1.4 RECORD DRAWINGS / OPERATION & MAINTENANCE MANUALS

A. Provide operating instruction and maintenance data books for all equipment and materials furnished under this Division.

B. Submit four copies of operating and maintenance data books for review at least four weeks before final review of the project. Assemble all data in a completely indexed volume or volumes and identify the size, model, and features indicated for each item. The binder (sized to the material) shall be a 2" slide lock unit (Wilson-Jones WLJ36544B). The cover shall be engraved with the job title in 1/2" high letters and the name and address of the Contractor in 1/4" high letters. Provide the same information in 1/8" letters on the spine.

C. Include complete cleaning and servicing data compiled in clearly and easily understandable form. Show serial numbers of each piece of equipment, complete lists of replacement parts, motor ratings, etc. Each unit shall have its own individual sheet. (Example: If two items of equipment A and D appear on the same sheet, an individual sheet shall be provided for each unit specified).

D. Include the following information where applicable.

1. Identifying name and mark number.
2. Certified outline Drawings and Shop Drawings.
3. Parts lists.
4. Performance curves and data.
5. Wiring diagrams.
6. Light fixture schedule with the lamps and ballast data used on the project for all fixtures
7. Manufacturer's recommended operating and maintenance instructions.
8. Vendor's name and address for each item.

E. The engineer shall review the manuals and when approved, will forward the manuals on to the architect. If the manuals are rejected twice, the contractor shall reimburse the engineer the sum of $1,200.00 for each review afterwards.

F. Show all changes, deviations, addendum items, change orders, job instructions, etc., that change the work from that shown on the contract documents, including wall relocations, fixtures and device changes, branch circuiting changes, etc. Where locations of boxes, raceways, equipment, etc. are adjusted in the field to fit conditions, but such new locations may not be obvious by referring to the contract document, show new locations on the record drawings.

G. Provide Operation and Maintenance Manual information for each section listed below in addition to the general requirements listed above.

1. 27 4100 Audiovisual System

a. Manual Requirements

i. Operating and maintenance manuals shall be submitted prior to testing of system. Manuals shall include all model numbers, service, installation, and programming information.

ii. Include all the following information:

1. Warranty
2. Network settings
3. Riser diagrams from Shop drawings
4. Training videos

5. USB Flash drive with programing source code and software editing programs

b. Record Drawings

i. The Owner shall provide electronic (DWG) format of AV System system drawings that as-built construction information can be added to. These documents will be modified by the AV contractor to denote as-built information as defined above and returned to the Owner.

ii. Provide a complete set of "as built" drawings in paper and electronic (DWG and PDF) formats showing cabinets, racks, patch panels, wiring, specific interconnections between all equipment and internal wiring of equipment. Drawings are to include all labeling information used in denoting equipment used in the installation. Labeling, icons, and drawing conventions used shall be consistent throughout all documentation provided.

END OF SECTION 26 0502

SECTION 26 0532 – CONDUIT RACEWAY

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

B. This section is a Division-26 Basic Materials and Methods section, and is part of each Division-26 section making reference to electrical raceways and specified herein.

1.2 DESCRIPTION OF WORK:

A. Extent of raceways is indicated by drawings and schedules.

B. Types of raceways in this section include the following:

1. Electrical Metallic Tubing
2. Flexible Metal Conduit
3. Intermediate Metal Conduit
4. Liquid-tight Flexible Metal Conduit
5. Rigid Metal Conduit
6. Rigid Non-metallic Conduit

1.3 QUALITY ASSURANCE:

A. MANUFACTURERS: Firms regularly engaged in manufacture of raceway systems of types and sizes required, whose products have been in satisfactory use in similar service for not less than three (3) years.

B. STANDARDS: Comply with applicable portions of NEMA standards pertaining to raceways. Comply with applicable portions of UL safety standards pertaining to electrical raceway systems; and provide products and components that have been UL-listed and labeled. Comply with NEC requirements as applicable to construction and installation of raceway systems.

C. SUBMITTALS: Refer to Section 26 0502 for requirements.

PART 2 – PRODUCTS

2.1 METAL CONDUIT AND TUBING:

A. GENERAL:

1. Provide metal conduit, tubing and fittings of types, grades, sizes and weights (wall thicknesses) as indicated; with minimum trade size of 3/4".

B. RIGID METAL CONDUIT (RMC): FS WW-C-0581 and ANSI C80.1.

C. INTERMEDIATE STEEL CONDUIT (IMC): FS WW-C-581.

D. PVC EXTERNALLY COATED RIGID STEEL CONDUIT: ANSI C80.1 and NEMA Std. Pub. No. RN 1.

E. ALUMINUM CONDUIT: Not acceptable.

F. RIGID AND INTERMEDIATE STEEL CONDUIT FITTINGS:

1. Provide fully threaded malleable steel couplings; raintight and concrete tight where required by application. Provide double locknuts and metal bushings at all conduit terminations. Install OZ Type B bushings on conduits 1-1/4" and larger.

G. ELECTRICAL METALLIC TUBING (EMT): FS WW-C-563 and ANSI C80.3.

H. EMT FITTINGS:

1. Provide insulated throat nylon bushings with non-indenter type malleable steel fittings at all conduit terminations. Install OZ Type B bushings on conduits 1" larger. Cast or indenter type fittings are not acceptable.

I. FLEXIBLE METAL CONDUIT: FS WW-C-566, of the following type;

1. Zinc-coated steel.

J. FLEXIBLE METAL CONDUIT FITTINGS: FS W-F-406, Type 1, Class 1, and Style A.

K. LIQUID TIGHT FLEXIBLE METAL CONDUIT:

1. Provide liquid-tight, flexible metal conduit; constructed of single strip, flexible continuous, interlocked, and double-wrapped steel; galvanized inside and outside; coated with liquid-tight jacket of flexible polyvinyl chloride (PVC).

L. LIQUID-TIGHT FLEXIBLE METAL CONDUIT FITTINGS: FS W-F-406, Type 1, Class 3, Style G.

M. EXPANSION FITTINGS: OZ Type AX, or equivalent to suit application.

2.2 NON-METALLIC CONDUIT AND DUCTS:

A. GENERAL:

1. Provide non-metallic conduit, ducts and fittings of types, sizes and weights as indicated; with minimum trade size of 3/4".

B. UNDERGROUND PVC PLASTIC UTILITIES DUCT:

1. Minimum requirements shall be schedule 40 for encased burial in concrete and for Type II for direct burial.

C. PVC AND ABS PLASTIC UTILITIES DUCT FITTINGS:

D. ANSI/NEMA TC 9, match to duct type and material.

E. HDPE CONDUIT: Not acceptable.

2.3 CONDUIT; TUBING; AND DUCT ACCESSORIES:

A. Provide conduit, tubing and duct accessories of types and sizes, and materials, complying with manufacturer's published product information, that mate and match conduit and tubing. Provide manufactured spacers in all duct bank runs.

2.4 SEALING BUSHINGS:

A. Provide OZ Type FSK, WSK, or CSMI as required by application. Provide OZ type CSB internal sealing bushings.

2.5 CABLE SUPPORTS:

A. Provide OZ cable supports for vertical risers, type as required by application.

PART 3 - EXECUTION

3.1 INSTALLATION OF ELECTRICAL RACEWAYS:

A. Install electrical raceways where indicated; in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA "Standard of Installation", and in accordance with the following:

1. BRANCH CIRCUITS, SIGNAL AND CONTROL CIRCUITS, AND INDIVIDUAL EQUIPMENT CIRCUITS RATED LESS THAN 100 AMPS:
    a. Install in electric metallic tubing (EMT). Below concrete slab-on-grade or in earth fill, install in non-metallic plastic duct. In areas exposed to weather, moisture, or physical damage, install in RMC or IMC. Encase non-metallic duct 40-amp circuits, 1-1/4" and larger in concrete. See duct banks.

B. Coordinate with other work including metal and concrete deck work, as necessary to interface installation of electrical raceways and components.

C. Install raceway in accordance with the following:
1. Provide a minimum of 12" clearance measured from outside of insulation from flues, steam and hot water piping, etc. Avoid installing raceways in immediate vicinity of boilers and similar heat emitting equipment. Conceal raceways in finished walls, ceilings and floor (other than slab-on-grade), except in mechanical, electrical and/or communication rooms, conceal all conduit and connections to motors, equipment, and surface mounted cabinets unless exposed work is indicated on the drawings. Run concealed conduits in as direct a line as possible with gradual bends. Where conduit is exposed in mechanical spaces, etc., install parallel with or at right angles to building or room structural lines. Do not install lighting raceway until piping and duct work locations have been determined in order to avoid fixtures being obstructed by overhead equipment.
2. Where cutting raceway is necessary, remove all inside and outside burrs; make cuts smooth and square with raceway. Paint all field threads (or portions of raceway where corrosion protection has been damaged) with primer and enamel finish coat to match adjacent raceway surface.
3. Provide a minimum of 1 ½” from nearest surface of the roof decking to raceway.
4. Provide a maximum of three phase conductors in any one conduit or as approved by electrical engineer. Where phase conductors share a common neutral they must have a means to simultaneously disconnect all ungrounded conductors at the point where the branch circuits originate. The ungrounded and neutral conductors of a multi-wire branch circuit must be grouped together by wire ties at the point of origination.
5. Provide neutral and ground wire as specified elsewhere in documents.

D. Comply with NEC for requirements for installation of pull boxes in long runs.

E. Cap open ends of conduits and protect other raceways as required against accumulation of dirt and debris. Pull a mandrel and swab through all conduit before installing conductors. Install a 200 lb. nylon pull cord in each empty conduit run.

F. Replace all crushed, wrinkled or deformed raceway before installing conductors.

G. Do not use flame type devices as a heat application to bend PVC conduit. Use a heating device that supplies uniform heat over the entire area without scorching the conduit.

H. Provide rigid metal conduit (RMC) for all bends greater than 22 degrees in buried conduit. Provide protective coating for RMC bend as specified herein.

I. Where raceways penetrate building, area ways, manholes or vault walls and floors below grade, install rigid metal conduit (RMC) for a minimum distance of 10 feet on the exterior side of the floor or wall measured from interior face. Provide OZ, Type FSK, WSK or CSMI sealing bushings (with external membrane clamps as applicable) for all conduit penetrations entering walls or slabs below grade. Provide segmented type CSB internal sealing bushings in all raceways penetrating building walls and slabs below grade, and in all above grade raceway penetrations susceptible to moisture migration into building through raceway.

J. Install liquid-tight flexible conduit for connection of motors, transformers, and other electrical equipment where subject to movement and vibration.

K. Install spare 3/4" conduits (capped) from each branch panelboard into the ceiling and floor space. Run five into the ceiling space and five into the floor space. Where the floor is not accessible run six conduits into the ceiling space. Run conduits the required distance necessary to reach accessible ceiling space.

L. Provide OZ expansion fittings on all conduits crossing building expansion joints, both in slab and suspended.

M. Provide OZ cable supports in all vertical risers in accordance with NEC 300-19; type as required by application.

N. Complete installation of electrical raceways before starting installation of cables/conductors within raceways.

O. Raceway installation below grade:

1. Apply protective coating to metallic raceways in direct contact with earth or fill of any type; consisting of spirally wrapped PVC tape (1/2" minimum overlap of scotch wrap tape or equal); or factory applied vinyl cladding (minimum thickness .020 inches). Completely wrap and tape all field joints.

2. Burial depths must comply with NEC Section 300-5 but in no case be less than 24", unless noted otherwise on drawings.

P. Raceway installation below slab-on-grade, or below grade:

1. For slab-on-grade construction, install runs of rigid plastic conduit (PVC) below slab. All raceway shall be located a minimum of 8” below bottom of slab. Install RMC (with protective coating) for raceways passing vertically through slab-on-grade. Slope raceways as required to drain away from electrical enclosures and to avoid collection of moisture in raceway low points.

2. Apply protective coating to metallic raceways in direct contact with earth or fill of any type; consisting of spirally wrapped PVC tape (1/2" minimum overlap of scotch wrap tape or equal); or factory applied vinyl cladding (minimum thickness .020 inches). Completely wrap and tape all field joints.

3. Mark all buried conduits that do not require concrete encasement by placing yellow plastic marker tape (minimum 6" wide) along entire length of run 12" below final grade. Where multiple small lines are buried in a common trench and do not exceed an overall width of 16", install a single line marker.

4. Burial depths must comply with NEC Section 300-5 but in no case be less than 24", unless noted otherwise on drawings.

Q. Raceway installation in suspended slabs:

1. Install conduit as close to the middle of concrete slab as practicable without disturbing reinforcement. Do not install conduits of diameter greater than 1/3 of the slab thickness. Space conduits not less than 3 diameters on center (except at stub up locations). Provide OZ expansion fittings at all expansion joints. All raceways shall be installed with concrete tight fittings. Include copper ground conductor in all raceways installed in suspended slabs.

R. Raceway installation in hazardous locations:

1. Install RMC in all hazardous locations as defined by NEC. Provide suitable fittings, seal-offs, boxes, etc. to comply with requirements.

2. Engage at least five full threads on all fittings. Provide inspection fittings with explosion proof drains to prevent water accumulation in conduit runs. Install seal-offs for arcing or high temperature equipment, at housing with splices or taps and where conduits enter or leave the hazardous area. Provide seal-offs of the appropriate type for vertical or horizontal installation. Ground all metallic parts.

S. Electrical Identification: Refer to Section 260553 for requirements.

END OF SECTION 26 0532

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SECTION 26 0533 – ELECTRICAL BOXES AND FITTINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

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

B. This section is a Division-26 Basic Materials and Methods section, and is a part of each Division-26, 27 and 28 section making reference to electrical wiring boxes and fittings specified herein.

1.2 DESCRIPTION OF WORK:

A. The extent of electrical box and electrical fitting work is indicated by drawings and schedules.

B. Types of electrical boxes and fittings in this section include the following:

1. Outlet Boxes
2. Junction Boxes
3. Pull Boxes
4. Floor Boxes
5. Conduit Bodies
6. Bushings
7. Locknuts
8. Knockout Closures
9. Miscellaneous Boxes and Fittings

1.3 QUALITY ASSURANCE:

A. Comply with NEC as applicable to construction and installation of electrical boxes and fittings. Comply with ANSI C 134,1 (NEMA Standards Pub No. OS 1) as applicable to sheet-steel outlet boxes, device boxes, covers and box supports. Provide electrical boxes and fittings that have been UL-listed and labeled.

1.4 SUBMITTALS: Refer to Section 26 0502 for requirements.

PART 2 - PRODUCTS

2.1 FABRICATED MATERIALS:

A. INTERIOR OUTLET BOXES:

1. Provide one piece, galvanized flat rolled sheet steel interior outlet wiring boxes with accessory rings, of types, shapes and sizes, including box depths, to suit each respective location and installation, construct with stamped knockouts in back and sides, and with threaded screw holes with corrosion-resistant screws for securing box and covers and wiring devices; minimum size 4"x4"x2-1/8".

2. Provide an ‘FS’ box, with no knockouts when surface mounted in a finished, non-utility space. Surface mounting is only acceptable when approved by the Architect.

B. INTERIOR OUTLET BOX ACCESSORIES:

1. Provide outlet box accessories as required for each installation, including mounting brackets, hangers, extension rings, fixture studs, cable clamps and metal straps

for supporting outlet boxes, that are compatible with outlet boxes being used and fulfilling requirements of individual wiring applications.

C. WEATHERPROOF OUTLET BOXES:

1. Provide corrosion-resistant cast-metal weatherproof outlet wiring boxes, of types, shapes and sizes (including depth) required, with threaded conduit ends, cast-metal face plates with spring-hinged waterproof caps suitably configured for each application, with face plate gaskets and corrosion-resistant fasteners.

D. JUNCTION AND PULL BOXES:

1. Provide code-gage sheet steel junction and pull boxes, with screw-on covers; of types, shapes and sizes to suit each respective location and installation; with welded seams and equipped with stainless steel nuts, bolts, screws and washers.

E. FLOOR BOXES:

1. Single Service Floor Box: Provide leveling and fully adjustable floor service receptacle outlets and fittings of types and ratings indicated; and with finish as selected by Architect. Equip with wiring devices as specified in Section 262726. Provide boxes compatible with floor system; provide epoxy-coated stamped steel boxes or cast iron boxes for slab-on-grade construction; provide stamped steel boxes for suspended slabs. Equip with tile and/or carpet flanges to accommodate floor finish material. Boxes shall be available in one, two or three gang configurations. Boxes shall comply with UL Standard UL514A.

2. Multi-Service Floor Box: Provide leveling and fully adjustable multi compartment floor box; there shall be multiple independent wiring compartments; the floor box shall permit tunneling from end power compartment to end power compartment. Floor box shall accommodate a minimum of two duplex receptacles and two mounting plates for telecommunication devices. Equip with wiring devices as specified in Section 262726. Provide boxes compatible with floor system; with finish as selected by Architect. Provide epoxy-coated stamped steel boxes or cast-iron boxes for slab-on-grade construction; provide stamped steel boxes for suspended slabs. Equip with tile and/or carpet flanges to accommodate floor finish material. Boxes shall comply with UL Standards UL514A and/or UL514C.

3. Manufacturer: subject to compliance with requirements, provide floor boxes of one of the following:

a. Bell Electric/Square D Co.

b. Crouse-Hinds Co.

c. Harvey Hubbell, Inc.

d. Thomas & Betts.

e. Wiremold

F. CONDUIT BODIES:

1. Provide galvanized cast-metal conduit bodies, of types, shapes and sizes to suit respective locations and installation, construct with threaded-conduit-entrance ends, removable covers, and corrosion-resistant screws.

G. BUSHINGS, KNOCKOUT CLOSURES AND LOCKNUTS:

1. Provide corrosion-resistant punched-steel box knockout closures, conduit locknuts and malleable steel conduit bushings and offset connectors, of types and sizes to suit respective uses and installation.

PART 3 - EXECUTION

3.1 INSTALLATION OF ELECTRICAL BOXES AND FITTINGS:

A. GENERAL:

1. Install electrical boxes and fittings where indicated, complying with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in compliance with recognized industry practices to ensure that products fulfill requirements.
2. Coordinate installation of electrical boxes and fittings with wire/cable and raceway installation work.
3. Provide coverplates for all boxes. See Section 262726, Wiring Devices.
4. Provide weatherproof outlets for interior and exterior locations exposed to weather or moisture.
5. Provide knockout closures to cap unused knockout holes where blanks have been removed.
6. Install boxes and conduit bodies to ensure ready accessibility of electrical wiring. Do not install boxes above ducts or behind equipment. Install recessed boxes with face of box or ring flush with adjacent surface. Seal between switch, receptacle and other outlet box openings and adjacent surfaces with plaster, grout, or similar suitable material.
7. Fasten boxes rigidly to substrates or structural surfaces, or solidly embed electrical boxes in concrete or masonry. Use bar hangers for stud construction. Use of nails for securing boxes is prohibited. Set boxes on opposite sides of common wall with minimum 10" of conduit between them. Set boxes on opposite sides of fire resistant walls with minimum of 24” separation.
8. Provide a minimum of 1 ½” from the nearest surface of the roof decking to the installed boxes.
9. Provide electrical connections for installed boxes.

END OF SECTION 26 0533

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SECTION 26 2726 – WIRING DEVICES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

B. This section is a Division-26 Basic Materials and Methods section, and is part of each Division-26 section making reference to wiring devices specified herein.

1.2 DESCRIPTION OF WORK:

A. The extent of wiring device work is indicated by drawings and schedules. Wiring devices are defined as single discrete units of electrical distribution systems that are intended to carry but not utilize electric energy.

B. Types of electrical wiring devices in this section include the following:

1. Receptacles
2. Cord caps
3. Cord connectors
4. Flat Panel Display Wall Box

1.3 QUALITY ASSURANCE:

A. Comply with NEC and NEMA standards as applicable to construction and installation of electrical wiring devices. Provide electrical wiring devices that have been UL listed and labeled.

1.4 SUBMITTALS: Refer to Section 26 0502 for requirements.

PART 2 - PRODUCTS

2.1 FABRICATED WIRING DEVICES:

A. GENERAL:

1. Provide factory-fabricated wiring devices, in types, and electrical ratings for applications indicated and complying with NEMA Stds. Pub No. WD 1.

B. Provide wiring devices (of proper voltage rating) as follows:

	RECEPTACLE	SWITCHES			
MFGR		1-POLE	3-WAY	4-WAY	W-PILOT
Hubbell	HBL 5352	HBL 1221	HBL 1223	HBL 1224	HBL 1221-PL
Bryant	5352	1221	1223	1224	1221-PL
Pass Seymour	5352	20AC1	20AC3	20AC4	20AC1-RPL
Leviton	5362	1221	1223	1224	
Cooper	5352	1221	1273	1224	1221-PL

C. Provide devices in colors selected by Architect. Provide red devices on all emergency circuits.

D. TRANSIENT VOLTAGE SURGE SUPPRESSION (TVSS) RECEPTACLES:

1. Provide TVSS receptacles having 4 series parallel 130V MOV's capable of a minimum of 140 joules suppression. Provide units with visual (and audible) surge status indicators to monitor condition of surge circuit; visual indicator to be "on" when power present and suppression circuit is fully functional. (Audible indicator shall sound a "beep" alarm approximately every 30 seconds if suppression circuit has been damaged.) Provide NEMA 5-20R, 20 amp, 125V receptacle of one of the following manufacturers:

	MANUFACTURER	
SPECIFICATION GRADE	HUBBELL	PASS SEYMOUR
Duplex Recept-Visual only	5350	5352 XXXSP
Duplex Recept-Visual/Audible	5352	5362 XXXSP
Single Recept-Visual only	5351	N/A
Duplex Recept-Isol Gnd, Visual/Audible	IG5352S	IG5362 XXXSP
Single Recept-Isol Gnd, Visual only	IG5351S	N/A
HOSPITAL GRADE	HUBBELL	PASS SEYMOUR
Duplex Recept-Visual/Audible	8300HS	8300 XXXSP
Single Recept-Visual only	8310HS	N/A
Duplex Recept-Isol Gnd, Visual/Audible	IG8300HS	IG8300 XXXSP
Single Recept-Isol Gnd, Visual only	IG8310HS	N/A

2. Color of devices selected by Architect. Provide red devices on all emergency circuits.

E. USB RECEPTACLE

1. Provide duplex receptacle with two (2) USB 3.0 amps, 5VDC, 2.0 Type A charging ports.

2. Provide products of one of the following:

   a. Bryant – USB20-X
   b. Cooper – TR7736-X
   c. Hubbell – USB20X2-X
   d. Legrand – TR5362USB-X
   e. Leviton – T5832-X

F. TAMPER RESISTANT RECEPTACLES:

1. Provide tamper resistant receptacles in the following areas; Dwelling units, guest rooms and guest suites, child care facilities, pre-school and elementary education facilities, business offices, corridors, waiting rooms and the like in Clinics, medical/dental offices and outpatient facilities, assembly occupancies and Dormitories.

2. Provide products of one of the following:

   a. Leviton-TWR20-X

b. Hubbell – BR20XTR

c. Pass Seymour – TR63X

d. Cooper – TR5362

G. CORD CAPS AND CONNECTORS:

1. Provide 3, 4 and 5-wire grounding, cap plugs, and connectors of ampere and voltage rating required, for final equipment, and as indicated otherwise on drawings.

2. Provide products of one of the following:

a. Cooper

b. General Electric

c. Hubbell

d. Leviton

e. P&S

2.2 WIRING DEVICE ACCESSORIES:

A. WALL PLATES:

1. Provide coverplates for wiring devices; plate color to match attached wiring devices. Provide Lexan (stainless steel) coverplates in all finished areas. Provide galvanized steel plates in unfinished areas. Provide blank coverplates for all empty outlet boxes.

B. WEATHER-PROTECTING DEVICE ENCLOSURES:

1. Where required for compliance with NEC 406-8 (receptacles installed outdoors for use other than with portable tools or equipment), provide weather-tight device covers that provide complete protection with the cord and cap inserted into the wiring device. Provide units that mount on either single or double gang devices.

2. Provide products of one of the following for In Box Horizontal for brick and cast stone:

a. Arlington Industries

i. DSHB1C Clear Cover

ii. DSHB1W White Cover

iii. DSHB1BR Brown Cover

iv. DSHB1BRC Brown Clear Cover

3. Provide products of one of the following for In Box Vertical or Horizontal for Stucco and Metal Sidings:

a. Arlington Industries

i. DSBVM1C Clear Cover

ii. DSBVM1W White Cover

iii. DSBHM1C Clear Cover

iv. DSBHM1W White Cover

4. Provide products of one of the following for roof mounted installations:

a. Intermatic WP1020 or WP1030

b. P&S WIUC10C or WIUC20c

2.3 FLAT PANEL DISPLAY WALL BOX:

A. Provide a factory assembled display wall box made of 14 gauge steel. Wall box shall have provisions for a UL Listed single gang box for mounting of duplex receptacle and additional back box with a minimum of (1) 1 ¼" conduit opening to allow for low voltage terminations. Coordinate low voltage plate configuration with drawings. Provide device manufactured by one of the following:

1. FSR Metal Products – PWB-320
2. Chief Manufacturing – PAC 526FCW
3. Wiremold – EFSB4

PART 3 – EXECUTION

3.1 GENERAL

A. Install wiring devices as indicated, in compliance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation" and in accordance with recognized industry practices to fulfill project requirements.

B. Coordinate with other work, including painting, electrical box and wiring work, as necessary to interface installation of wiring devices with other work. Install devices in boxes such that front of device is flush and square with coverplate. Drawings are small scale and, unless dimensioned, indicate approximate locations only of outlets, devices, equipment, etc. Locate outlets and apparatus symmetrically on floors, walls and ceilings where not dimensioned and coordinate with other work. Verify all dimensioned items on job site. Consult architectural cabinet, millwork, and equipment shop drawings before beginning rough-in of electrical work. Adjust locations of all electrical outlets as required to accommodate work in area, and to avoid conflicts with wainscoat, back splash, tackboards, and other items.

C. Install wiring devices only in electrical boxes that are clean; free from excess building materials, dirt, and debris.

D. Install blank plates on all boxes without devices.

E. Delay installation of wiring devices until wiring work and painting is completed. Provide separate neutral conductor from panel to each GFI receptacle.

F. Install GFI receptacles for all receptacles installed in the following locations:

1. Restrooms, locker rooms, kitchens, within 6 feet of any sink, or when serving vending machines and electric drinking fountains.
2. Indoor wet locations, non-dwelling garages, elevator rooms and pits.
3. Outdoors, and on rooftops.
4. Dwelling unit garages, crawlspaces and unfinished basements, accessory buildings, boathouses, and receptacles for boat hoists.

G. Where light switches or wall box dimmers are specified, provide a separate neutral for each phase of the branch circuits that switches or dimmers are connected.

H. Electrical Identification: Refer to Section 260553 for requirements.

3.2 PROTECTION OF WALL PLATES AND RECEPTACLES:

A. At time of substantial completion, replace those items, that have been damaged, including those stained, burned and scored.

3.3 GROUNDING:

A. Provide electrically continuous, tight grounding connections for wiring devices, unless otherwise indicated.

3.4 TESTING:

A. Prior to energizing circuitry, test wiring devices for electrical continuity and proper polarity connections. After energizing circuitry, test wiring devices to demonstrate compliance with requirements.

END OF SECTION 26 2726

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SECTION 27 4100 – AUDIOVISUAL SYSTEMS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

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

B. Division-26, 27 & 28 basic materials and methods sections apply to work specified in this section.

C. Refer to specification 26 0553 for conduit and junction box color requirements.

D. Refer to specification 27 1500 for category and/or optical fiber cable and connectivity specifications.

E. All unshielded category 'UTP' and/or optical fiber cable, for AV equipment, used on this project shall match the horizontal cabling within the building.

1. Category cables used for transporting video, audio and controls simultaneously from transmitters to receivers and/or switchers shall follow the Manufacturer's recommendation for cabling specifications.

1.2 ADMINISTRATIVE REQUIREMENTS:

A. Resolut Group Project Contact:

1. Eric Mangum, CTS-D
   a. Phone: 801-530-3148
   b. Email: emangum@resolutgroup.com

B. Coordination:

1. Coordinate final inspection of the systems installed, with Audiovisual (AV) Consultant, three (3) weeks in advance.
2. Obtain GANTT chart for construction period from the General Contractor.
3. Coordinate with Electrical contractor to meet at least twice with the ceiling installer. Hold first meeting before submittal of shop drawings to coordinate the mounting condition of all ceiling-mounted AV equipment with ceiling type. During second meeting, coordinate the location of all ceiling-mounted AV equipment in each area.
4. Meet at least once with the mechanical installer prior to fabrication and installation of duct work. Coordinate depth and location of all loudspeaker and duct work in all areas.
5. Meet with Electrical contractor prior to pathway rough-in to coordinate AV system requirements in each area.
6. Meet at least once, prior to rough-in, with horizontal cabling installer to verify all AV network requirements. Coordinate cable color according to specification 26 0553.
7. Meet at least twice with owner and programmer to coordinate AV network requirements. Hold the first meeting after submittal of shop drawings to coordinate network protocols, including but not limited to: IP address schedules, MAC address schedules, patchbay schedules, security requirements, and VLANs. Hold the second meeting prior to AV system deployment.
8. Coordinate color and finish of all AV system components with Architect or Electrical contractor as appropriate.
9. Coordinate all AV system components within millwork/furniture with millwork shop drawings prior to rough-in.

10. Coordinate color (including custom color) and finish of all AV system components with Architect prior to ordering. Architect may require custom color of grills, face plates, etc. AV contractor shall paint or have devices painted by others. The cost for custom colors shall be within the AV Contractors Bid.
11. Notify AV Consultant when rough-in is complete and ready to inspect. AV Consultant and Electrical Engineer to sign off on rough-in prior to rough-in resuming rough-in for typical rooms.

C. Contractor is responsible for coordinating with all other trades for equipment locations, mounting requirements, supports and plenum space requirements.

1.3 DESCRIPTION OF WORK:

A. Provide the specified systems in a complete and operating condition with all necessary materials and labor to fulfill the requirements and the intent of the drawings and specifications. Except as otherwise indicated, provide manufacturer's standard system components. Contractor shall furnish all cables, materials and equipment, whether specifically mentioned herein or not, to ensure a complete and functional system.

B. Master quotes do not relieve contractor from preforming due diligence for equipment type, equipment quantity, and quantity of room types. Any errors, conflicts, or omissions between the drawings and/or specifications and master quotes shall be the responsibility of the contractor to resolve.

C. Bidders wishing to provide equipment other than the equipment specified shall submit proposed substitute equipment to AV Consultant eight (8) working days prior to bidding. Submittals for prior approval shall include description of equipment, design intent, complete riser diagrams for proposed equipment, equipment specifications, cut sheets of proposed equipment, reason for alternate equipment. AV Consultant may request physical equipment to test and demo. Acceptance of proposed equipment by AV Consultant shall not relieve AV contractor from responsibility to provide audio-visual systems equal to those specified in this Section. Contractor shall be ultimately responsible for providing complete and working audio-visual systems that function, control and operate in the same manner as the specified equipment. AV Consultant has final say if proposed equipment is equal to the specified equipment. Equipment that AV Consultant is not familiar with will require the contractor to provide manufacturer training at manufacturer's facility and have a manufacturer representative present at time of commissioning.

1. Refer to section 2.2 for approved equals of basis of design equipment.

D. Equipment submitted in the bid proposal that has not been approved by AV Consultant in writing will not be accepted and shall be replaced by approved equipment at contractors' expense. Equipment not listed within this specification, or contract documents, that is required for a complete and working system, shall be of professional grade, new and used in the same manner as needed for a complete and working system.

E. Input plates shall match the color and style being used throughout the project.

F. All control processors, controllers, DSPs, and Network Switches are to be on an unswitched power connection and connected to an uninterrupted power supply.

1.4 DEFINITION OF TERMS:

A. Approve: The term "approved," where used in conjunction with the Engineer's action on the Contractor's applications and requests, is limited to the Engineer's duties and responsibilities as stated in General and Supplementary Conditions.

B. Configure: The term "Configures" or "Configuration" is used to describe set up of components which includes menu based settings, image alignment, dip switches, setup wizards, EDID, etc. required for standard functionality.

C. Contractor: the term "Contractor" refers to the company contracted to perform the work

within this specification and associated documents.

D. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Engineer," "requested by the Engineer," and similar phrases.

E. Furnish, Install, and Provide: Refer to 26 0500 for definition.

F. General: Basic Contract definitions are included in the General Conditions.

G. Graphical User Interface (GUI): The term “Graphical User Interface (GUI)” is used to describe the user interface from a touch screen. This is a custom interface provided with the programming of the system.

H. Indicated: The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.

I. Installer: An "Installer" is the Contractor, or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

J. Programming: The term “Programming” is used to describe writing computer code or a sequence of logic to perform an operation from a triggering event. Programming will be installed on a control processor or similar platform identified within the documents.

K. Programmer: the term “Programmer” is the company or entity engaged by the programming company, either as an employee, subcontractor, or sub-subcontractor, for providing the programming services.

L. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

M. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions."

1.5 QUALITY ASSURANCE:

A. Installer:

1. Integrating firm shall have worked satisfactorily for a minimum of five (5) years of completing systems equal to this scope, quality, type and complexity.
2. Key personnel assigned to the project shall each have the following:
   a. Minimum of ten (10) years of experience in completing systems equal to this scope, quality, type and complexity.
   b. Maintain an AVIXA certification, minimum of CTS, recommended to have a CTS-I or CTS-D.
3. Contractor shall be a factory authorized distributor of all equipment specified for the geographical area of the project.
4. Contractor shall maintain complete installation and service facilities for the duration of the project contract.
5. Contractor shall have current manufacturer certificates for all AV systems and equipment listed within this specification.
6. Contractor shall be in good standing with the owner.
7. Contractors that do not meet the above requirements cannot bid on this project.

B. Contractor must follow the standards described within:

1. BICSI/AVIXA AV Design Reference manual.
2. ANSI/AVIXA 2M-2010 Standard guide for Audiovisual Systems Design and Coordination Processes.
3. ANSI/AVIXA 10:2013 Audiovisual Systems Performance Verification Guide.

C. All work shall be done by expert technicians qualified in the field with knowledge of specified systems. Workmanship shall comply with industry best practices concerning grounding, shielding, cable dressing, cable termination and equipment mounting.

D. PRE-APPROVED INSTALLERS:

1. Absolut AV
2. AVI-SPL
3. Cache Valley Electric
4. ClearVista
5. Ford AV
6. GenComm
7. IES
8. LINX
9. Marshall Industries
10. Performance Audio
11. Poll Sound
12. Summit Fire
13. TPI
14. WEBB AV
15. Bids submitted by non-approved installers will not be accepted.
16. Bidders not pre-approved shall submit in writing the following for review at least eight (8) working days prior to bid:
    a. List of qualifications including:
        i. Industries certifications including manufacturers.
        ii. Approved resale manufacturers.
    b. Past and current projects within the last five (5) years similar in scope and size.
    c. Three (3) Different referrals from the owners of three (3) different projects within the last five (5) years.

1.6 SUBMITTALS: Refer to specification 26 0502 for shop drawing submittal requirements.

1.7 WARRANTY:

A. Systems shall be guaranteed for a period of one (1) year from the date of substantial completion against defective materials, inferior workmanship or improper installation adjustment. Guarantee shall cover all parts and labor, etc. required to maintain the functionality at the time of system completion.

1. System completion shall be signed off by the programmer, contractor, and the owner. At that time the system will be considered complete.

B. If system failure causes the audiovisual system to be inoperative or unusable for its intended purpose, contractor, when notified of the problem, shall repair the system to be operational and usable within three (3) business days. If defective components cannot be

repaired in time, provide temporary equipment as required.

C. Contractor shall honor equipment warranties for term established by manufacturer if greater than warranty time frame mentioned above.

1.8 PROGRAMMING WARRANTY:

A. Systems shall be guaranteed for a period of one (1) year from the date of substantial completion against defective materials, inferior workmanship or improper installation adjustment. Guarantee shall cover all parts and labor, etc. required to maintain the functionality at the time of system completion.

1. System completion shall be signed off by the programmer, contractor, and the owner. At that time the system will be considered complete.

B. At the final sign off with the owner, AV Consultant, and AV Integrator the programing source code will be turned over to the contractor for them to own, service, and maintain during the warranty period. The Programmer will be available during the warranty period for questions on the source code but shall not be responsible for maintaining or modifying the code after substantial completion.

1. The contractor shall utilize their existing service department for warranty calls. Trouble shooting of system components shall be performed before adjustment to the programing is required.

C. Programming warranty shall includes the following:

1. Lighting control: limited to 1 change after completion sign off. AV system integration is limited to only recalling presets. Refer to the lighting integration requirements in Part 3 of this specification.

2. GUI: limited to button rearrangement, color scheme adjustment, and gauge level top/bottom adjustment.

3. Manufacturer defective equipment shall be reprogrammed as needed.

a. If temporary equipment is needed in the interim, it shall be programmed by the AV contractors service team as part of the warranty.

4. Contractor may offer an extended warranty outside of the 1-year contract warranty at the discretion of the owner. Provide this information outside of this contract.

PART 2 – PRODUCTS

2.1 GENERAL:

A. All equipment shall be installed as shown on the drawings and in strict accordance with the specifications. Any errors, conflicts, or omissions discovered in the specifications or the drawings shall be submitted in writing to the AV Consultant for clarification.

B. Equipment lists are provided to identify quality and functional expectations. They may not be complete. Coordinate with devices shown on drawings, system risers and equipment lists for system intent. Provide a complete and functional system as described within the construction documents.

2.2 GENERAL EQUIPMENT REQUIREMENTS:

A. The equipment specified in this document aims to fulfill the intended functional requirements by precisely identifying the necessary equipment. Depending on the timing of component orders and the project timeline, there may be instances where certain equipment needs to be replaced with newer models. In the event that the indicated equipment is unavailable or has been replaced, the supplier or contractor shall provide a new model that offers comparable functionality.

B. Loudspeakers:

1. Provide applicable mounting equipment as needed, including but not limited to; back boxes, mounting hardware, safety equipment, and seismic restraints.

C. Video Signal:

1. The equipment listed below is considered to be equal replacement parts for a point-to-point video solution as it relates to the system design intent. Equipment listed in section 2.4 override the equipment listed below.

   a. Cable Equalizer for cable lengths exceeding 30’ but no more than 75’ or that have more than two (2) union connections. Connect to external power supply and do not use the 5 volts within the HDMI cable.

      i. Extron – HD 4K 101 Plus or Kramer – PT-3H2

   b. Point to point HDBaseT extension, 18 Gbps, 4k60 4:4:4 at 100 Meters:

      i. Crestron – DM-TX-4KZ-100-C-1G with DM-RMC-4KZ-100-C. or Extron – DTP3 T 211 with DTP3 R 201.

2. HDMI cables intended for client device connection and that are less than 15’ shall be a flexible cable and support 18 Gbps, 4k60 4:4:4 for the entire length of the cable.

3. Equipment that is not preapproved by the AV Consultant in writing will not be accepted and will be replaced with the approved equipment at no cost to the Owner.

D. Audio Signal:

1. The equipment listed below is considered to be equal replacement parts for a point-to-point video solution as it relates to the system design intent. Equipment listed in section 2.4 override the equipment listed below.

   a. Passive or Active audio summing adapter. Extron – ASA 131 or RDL – STA-1

   b. Isolation transformer: RDL – EZ-HK1

E. Cables grouped together shall be dressed in expandable nylon loom, similar to Techflex - Flexo

F. Provide virtual touch panel for windows, and/or Mac, controller for full control of the system.

1. Virtual touch panel shall be able to mimic every Touch Panel in the system, and give full control over the touch panel in each room.

2. Virtual touch panel shall be password protected and used for tech support only within the company.

G. Equipment Racks:

1. All AV equipment racks within this specification shall have the following accessories and/or features, either rack mountable or built into the rack, depending on the model of the rack. Refer to bid documents for all rack mounted equipment. Provide the following accessories as referred to in elevations. RUs are indicated in the elevations and noted with a # symbol in the part number.

2. General Equipment

   a. Shelving: Middle Atlantic – SS; 1RU shelf.

   b. Drawers:

      i. Nonlocking: Middle Atlantic – D#

      ii. Locking: Middle Atlantic – D#LK

c. Header panel, located at the top of the rack, AV contractor to submit their logo to RCI for inclusion in the Header panel. If AV contractor has another company that makes the Header panel, provide that information to the AV Consultant.
   i. RCI Custom – RES007-250423BJ-01
d. Blank plates: Middle Atlantic – EB#
e. Surge protection for all devices located within the rack. Surge protector shall be: 20 AMPs, rack mountable or mount to a side rail and at least 1,000 joules of protection.
   i. Recommended Surge protector is Middle Atlantic – PD-920R-SP. Additional acceptable manufacturers are: Furman, Juice Goose, Tripplite and SurgeX.
f. Horizontal, vertical, and entry cable management.
   i. All cabling shall be straight off of the back of equipment to horizontal supports connected to equipment rack. Cabling shall follow support to vertical supports when going into other components and/or out of the equipment rack.
   ii. Cabling secured to other cabling and supported from the connector is not acceptable.
   iii. Separate AC power and other signal types from each other.
g. Provide 20 Amp rated power strips as necessary.
h. Sequencers:
   i. Provide a Middle Atlantic – PDS-620R or Furman – CN-2400S Sequencer.
   ii. All equipment racks with the following equipment shall have a sequencer within the equipment rack. AV integrator to follow industry standards when using sequencers.
      1. Amplifiers
      2. Video processors without control processors
      3. Wireless Mics
i. Uninterrupted power supply (UPS)
   i. Provide a Middle Atlantic – UPX-RLNK-1500R-2 UPS.
   ii. All equipment racks with the following equipment shall have a UPS within the equipment rack.
      1. Video Processors
      2. DSP
      3. Network Switches
      4. Control Processors
j. Passive Thermal Management
   i. Vented rear door with no less than 60% open area.
   ii. Solid blank panels on the front of the rack in all unused rack spaces.
   iii. Stack power amplifiers without open rack space between.
   iv. Top of equipment cabinet to be open or vented.
   v. Provide passive thermal management in all racks unless noted above.

2.3 EQUIPMENT REQUIRED PER ROOM TYPE

FORUM MULTIPURPOSE RM EQUIPMENT SCHEDULE			
TYPE	DESCRIPTION	MANFR.	MODEL NO.
R1	CLEAN & REPURPOSE EXISTING 35 SPACE EQUIPMENT RACK	EXISTING	EXISTING
	SHELF, PULL OUT, RACK MOUNT LATCHING, 1 RU	MIDDLE ATLANTIC	SS
	DRAWER, PULL OUT, RACK MOUNT LATCHING W/LOCK, 2RU	MIDDLE ATLANTIC	D2LK
	BLANK AND VENT PANELS AS REQUIRED	MIDDLE ATLANTIC	BL# SERIES VTP-# SERIES
	RESOLUT LOGO BLANK PANEL, 1RU WITH RJ45 KEYSTONE JACK FOR SERVICE PORT AND PATCH CABLE TO ETHERNET SWITCH	RCI CUSTOM	RES007-250423BJ-01
TxH	HDMI INPUT, WALL PLATE WITH DTP TRANSMITTER	EXTRON	DTP T HWP 4K 231 D
	TWO INPUT 4K/60 HDMI SWITCHER	EXTRON	SW2 HD 4K PLUS
TxM	HDMI INPUT WITH DTP TRANSMITTER	EXTRON	DTP HDMI 4K 230 Tx
Rx	VIDEO RECEIVER, DTP	EXTRON	DTP HDMI 4K 230 RX
CD	CD PLAYER WITH BLUETOOTH, AM/FM TUNER, AND AUX INPUT	TASCAM	CD-400U
WMH	WIRELESS MICROPHONE, RECEIVER (EXISTING)	LECTROSONICS	RA400A
AT	WIRELESS ANTENNA PAIR	LECTROSONICS	ALP500
ALS	ASSISTED LISTENING PRIME LEVEL III STATIONARY RF SYSTEM- 72 MHZ INCLUDING: TRANSMITTER ANTENNA KIT RACK MOUNTING KIT RECEIVERS EAR SPEAKERS NECK LOOP LANYARDS 2M DUAL RCA CABLE 12-UNIT CHARGING TRAY NOTIFICIATION SIGNAGE KIT	LISTEN TECHNOLOGIES	LS-55-072 INCLUDING: (1) LT-800-072-01 W/RACK KIT (1) LA-122 (1) LPT-A107-B (1) LA-381-01 (1) LA-304 (#) LR-4200-072 (PER ADA REQ) (#) LA-401 (PER Rx QTY) (#) LA-430 (PER ADA REQ) (#) LA-423 (PER Rx QTY)
BXT	AES-67/DANTE, 2-GANG WALL PLATE, WITH 4 CH INPUT, BLUETOOTH, L/R-RCA, L/R-3.5mm, 2 CH OUTPUT, L/R-3.5mm	QSC	unD6IO-BT
AXT	3.5MM AUDIO INPUT	EXISTING	EXISTING
	HPE NETWORKING CX 6300F 24 PORT NETWORK SWITCH (OWNER FURNISHED)	ARUBA	CX 6300 SERIES
TP5	TOUCH PANEL, 5.5" DIAGONAL, POE WALL MOUNT	QSC	TSC-50-G3
TP7	TOUCH PANEL, 7" DIAGONAL, POE WITH TABLE MOUNT	QSC	TSC-70-G3 TABLETOP MOUNT

DSP	UNIFIED CORE WITH 24 LOCAL AUDIO I/O CHANNELS, 128X128 TOTAL NETWORK I/O CHANNELS WITH 8X8 SOFTWARE-BASED DANTE LICENSE INCLUDED, USB AV BRIDGING, DUAL LAN PORTS, POTS AND VOIP TELEPHONY, NO GPIO, 16 NEXT-GENERATION AEC PROCESSORS, 1RU.	QSC	CORE 24F (INCLUDE UCI AND SCRIPTING LICENSES)
1A	POWER AMPLIFIER, w/ DSP 4 CHANNEL X 300 WATTS, 4 Ohms	POWERSOFT	QUATTROCANALI 1204
S12	EXISTING LOUDSPEAKER	EV	EXISTING
P1	3-CHIP DLP, 10,000 lm, 3LCD LASER, USE EPSON ELPLM10 MIDDLE-THROW #3 LENS	EPSON	EB-PQ2010W WITH ELPLM10 LENS
SC1	EXISTING		EXISTING
RP1	CUSTOM RACK PANEL - SEE ONE-LINE AND/OR PANEL DRAWINGS FOR REQUIREMENTS	RCI CUSTOM	CUSTOM ENGRAVED PANEL - SEE SIGNAL FLOW AND/OR PANEL DRAWINGS FOR REQUIREMENTS
END OF SCHEDULE			

AV SYSTEMS PROGRAMMING			
TYPE	DESCRIPTION	MANFR.	MODEL NO.
	AV SYSTEMS PROGRAMMING ALLOWANCE REFER TO SECTION 3.3 FOR SCOPE OF PROGRAMMING	Resolut Group	$6,200.00 SYSTEMS PROGRAMMING ALLOWANCE
END OF SCHEDULE			

PART 3 – EXECUTION

3.1 INSTALLATION OF AV SYSTEMS:

A. Provide AV systems and ancillary equipment as indicated on drawings and in accordance with equipment manufacturer's written instructions, the NEC, and with industry best practices.

B. Coordinate all work performed by other contractors pertaining to the AV system, including raceways, electrical boxes and fittings.

C. Video systems.

1. HDCP:

a. All equipment within the signal path must be capable of processing HDCP-compliant material.

b. All switcher, scalers, transmitters, and receivers shall reflect the HDCP compliance of the endpoint/display(s).

c. HDCP shall be disabled in the switcher/scaler when a non-HDCP-compliant endpoint/display is used.

2. EDID Strategy:

a. Permanent video sources shall be set manually within the equipment to output their native resolution. Video properties shall not rely on EDID.

b. Portable video sources and wall plates shall use EDID tables within the switcher/scaler for preferred video properties. The EDID table shall be set with the following settings:

i. Most common resolutions within the display's aspect ratio.

1. 3840 x 2160 (UHD) 30Hz, 4:4:4 Chroma sample

2. 1920 x 1200 (WUXGA) 60Hz

ii. 1280 x 800 (WXGA), 60Hz, and RGB Color Space

iii. Audio: refer to control section for audio requirements. This will include mono, Stereo, Surround sound, etc.. All audio will be 44,100 Hz, 16 bit unless otherwise noted.

D. Pathway Requirements:

1. General:

a. All pathways shall be designed, constructed, grounded and installed in accordance with all recommendations delineated within TIA 569-B and Standard TIA 942.

b. Prior to placing any cable pathways or cable, the contractor shall survey the site to determine job conditions will not impose any obstructions that would interfere with the safe and satisfactory placement of the cables. Field coordinate alternate pathway requirements with other trades onsite. New pathways shall not exceed distance limitations defined within this specification. Notify the Engineer of the changes for final approval prior to proceeding with the change.

2. Conduits:

a. Contractor shall provide a minimum of 1-1" EMT conduit from device to accessible ceiling space unless otherwise noted. Then utilize non-continuous cable support from devices to connecting device. Refer to AV symbol schedule for specific conduit requirements.

i. Provide non-continuous open top cable supports every 5' above accessible ceiling.

b. Provide conduit from device to device in open and/or exposed ceilings. Ceilings with clouds are considered open/exposed ceiling.

c. Achieve the best direct route parallel with building lines with no single bend greater than 90 degrees or an aggregate of bends in excess of 180 degrees between pull points or pull boxes.

d. Provide large radius elbows on all bends.

e. Conduit runs shall not have continuous sections longer than 100 feet without a pull box. Refer to rough-in schedule for conduit fill capacity.

f. AV conduits should not be routed over or adjacent to heat sources such as boilers, hot water lines, or steam lines. Neither should they be routed near large motors, generators, photocopy equipment, or electrical power cabling and transformers.

g. After installation, conduits shall be clean, dry, unobstructed, capped for protection, labeled for identification, reamed and fitted with bushings.

h. A 200lb pull cord (nylon, 1/8" minimum) shall be installed in any empty conduit.

3. Open Top Cable Support Requirements:

a. Non-continuous cable supports shall provide a bearing surface of sufficient width to comply with required bend radii of high-performance cables

b. Non-continuous cable supports shall have flared edges to prevent damage while installing cables.

4. Pull Box Requirements:

a. NEC sized pull boxes are not acceptable. Follow BICSI and EIA/TIA 569-B guidelines for pull box sizing.

b. Provide pull boxes in sections of conduit that are 100 feet or longer, contain more than two 90 degree bends, or contain a reverse bend.

c. Conduits that enter a pull box from opposite ends should be aligned.

d. Pull boxes shall have a length 12 times the diameter of the largest conduit.

e. All pull boxes must be accessible.

E. Cabling System:

1. Follow T568B scheme for copper category cabling terminations.

2. Provide a minimum 6” service loop in each AV system junction box. Cables shall be coiled in the in-wall boxes if adequate space is present to house the cable coil without exceeding manufacturers bend radius.

3. In a false ceiling environment, a minimum of 3 inches shall be maintained between cable supports and false ceiling. At no point shall cable(s) rest on lay-in ceiling grids or panels.

4. Cable shall be installed above fire-sprinkler systems and shall not be attached to the system or any ancillary equipment or hardware. The cable system and support hardware shall be installed so that it does not obscure any valves, fire alarm conduit, boxes, or other control devices.

5. Cables shall not be attached to ceiling grid seismic support wires or lighting fixture seismic support wires. Where support for AV cable is required, the contractor shall install appropriate carriers to support the cabling.

6. Any cable damaged or exceeding recommended installation parameters during installation shall be replaced by the contractor prior to final acceptance at no cost to the Owner.

7. Pulling tension for balanced twisted pair shall not exceed 25lbf and for optical fiber shall not exceed 50lbf.

8. Pair untwist at the termination shall not exceed 0.125”. The cable jacket shall be maintained as close as possible to the termination point.

9. Cable shall not be draped on, tied or otherwise secured to electrical conduit, plumbing, ventilation ductwork or any other equipment. Cable shall be secured to building supports or hangers or to additional blocks or anchors specifically installed for this purpose.

10. Group multiple cabling together with expandable nylon loom, similar to Techflex - Flexo, when cabling exists a cavity and connects to a device. Cabling within a lectern, podium or millwork shall have expandable nylon loom sleeve as well.

F. Grounding System:

1. All grounding and bonding shall be done according to ANSI J-STD-607-A, TIA 942, and NEC.

2. All cabinets/racks shall utilize paint piercing grounding washers, to be used where rack sections bolt together, on both sides, under the head of the bolt and between

the nut and rack.

3. All racks shall further utilize a full-length rack ground strip attached to the rear of the side rail with the thread-forming screws provided to ensure metal-to-metal contact. Similar to Panduit RGS.

4. All active equipment shall be bonded to ground. If the equipment manufacturer provides a location for mounting a grounding connection, that connection shall be utilized. All active equipment shall be bonded using the appropriate jumper for the equipment being installed using the thread-forming screws. Similar to Panduit RG.

5. Racks shall have individual, appropriately sized conductors bonded to the grounding backbone. Do not bond racks or cabinets serially – daisy-chained rack grounds will not be accepted.

6. Refer to electrical diagrams for additional ground connection requirements.

G. Cabling groups and conduit separation:

1. Refer to “CABLING GROUPS AND CONDUIT SEPARATION SCHEDULE”, located on the drawings

H. Firmly secure all equipment in place that is not intended for portability.

I. Mount projectors permanently and provide mechanical index ensuring precise alignment of the projected image.

J. Provide adequate structural support for AV system components. Provide fastenings and supports with a safety load factor of at least five.

3.2 LABELING

A. The contractor shall develop and submit for approval a labeling system for the cable installation. The Owner will negotiate an appropriate labeling scheme with the contractor. At a minimum, the labeling system shall clearly identify all components of the system: racks, cables, panels and wall plates. The labeling system shall designate the cables origin and destination and a unique identifier for the cable within the system. All labeling information shall be recorded on the as-built drawings and all test documents shall reflect the appropriate labeling scheme.

B. All AV pathways, cables, connecting hardware, equipment, racks, patch panels, outlet/connectors, and grounding system shall be labeled in accordance with TIA/EIA 606-A.

C. All labels shall meet UL 969 requirements for legibility, defacement and adhesion requirements. Handwritten, Ink, or Laser Printing labels are not allowed. Labels shall be uniform in physical size and text height with minimal blank space. Provide labels using thermal transfer print. Heat shrinking or wraparound labels are required, flag style labels are not allowed.

D. Provide laminated plans (minimum size 11x17) of all AV as-built plans (including one-line diagrams) in each and every AV Rack.

E. Label each equipment with the date (month/year) that it was installed along with the IP address, if applicable, and equipment type.

3.3 CONTROL SYSTEM FUNCTIONALITY:

A. GENERAL:

1. The control processing and digital signal processing programming required for AV sub-systems as defined in section 2.4 of this specification shall be completed by Resolut Group.

a. The General AV sub-systems require configuration and are not included

in Resolut Group's programming scope of work.

b. Configuring of system components will be part of the Contractors scope of work. Contractor shall provide IP address, MAC address, Serial numbers, etc. to Resolut Group for coordination with the program.

c. IP address will be coordinated by the programmer and shared with contractor for implementation into specific devices.

2. The successful bidder for this specification section (27 4100) shall contract Resolut Group for performance AV programming services.

a. The allowance defined in section 2.4 for the performance AV systems programming services shall be included in the bid as a line item.

b. Contracting shall take place once shop drawings are submitted. The Programming phase shall begin upon final review of AV contractor shop drawings.

3. Control programs & DSP configuration programs shall be designed to match the schematic system wiring as shown in the final reviewed version of the shop drawings.

a. Change orders after the final reviewed set of drawings that affect the programing shall include an adjustment to the programing allowance.

i. Coordinate with the AV Consultant prior to releasing any change orders to insure the scope is covered.

4. The AV contractor must field wire each system in accordance with the final reviewed shop drawings.

a. Any deviations made to shop approved shop drawings will be subject to additional programming service fees.

5. Before programming services commence, the AV contractor shall confirm that all connections are complete, and all equipment is powered up and functional.

a. Written documentation including site progress photos shall be provided to Resolut Group prior to commencement of the programming phase.

6. If the contractor chooses to provide their own programming services, it must match the functional intent as defined by Resolut Group exactly. No exceptions.

a. Contractor shall call and verify this option with the AV Consultant prior to bid. There will be a review fee associated with the Contractor providing the programming services.

b. The programing scope moved into the Contractor's scope may be limited.

i. For example, equalization of the loudspeakers in performance systems, if not completed by the Manufacturer, shall remain in the Programmer's scope of work and is included in the programming allowance. This will limit what the contractor may include in their programming scope.

c. The contractor shall have on staff a manufacturer certified programmer. That is certified in all the software required for this system, and responsible for the programming of these systems for the duration of the project. If this individual leaves the company and there is no longer a person certified to program the system. The programing scope and full allowance shall be transferred to Resolut Group.

B. CONTRACTOR SCOPE OF WORK:

1. Configuration:

a. The following is expected to be complete prior to implementation of the program. Testing of the system settings shall be confirmed by the installer.

b. Component Configuration requirements:

i. Setup wizard is complete and ready for functionality.

ii. Image set to Dot to Dot and aligned with the screen surface.

iii. Device controls are set as identified in the signal flows ie: RS-232, IR, Relay, Contact, or IP controls.

iv. Limit settings on screens, shades, etc..

v. Turning off ECO mode.

vi. Dip switches, dials, and manual settings on devices.

vii. Device network settings, IP Static/DHCP, Domain, Subnet, etc.

1. These will be provided by the programmer for the AV installer to configure prior to implementation of the program.

2. Network connection and power for devices are expected to be ready for testing.

3. IGMP for Dante/QES-67 settings

4. QOS Settings to match traffic requirements

viii. Configuration of the Controller processor/controlling device will be by the AV programmer in the AV installers local facility.

c. Coordinate with the programmer on programming testing prior to installation.

C. PROGRAMMER SCOPE OF WORK:

1. The Programmer shall be responsible for providing programming services for the following systems. All other systems not specifically mentioned below shall be covered by the contractor.

a. Forum / Multipurpose room

2. The Programmer check list shall be complete prior to the programmer arriving to the site, anything that is not completed when the Programmer arrives will result in an additional site charge covered by the AV Contractor.

3.4 CYBER SECURITY

A. Contractor shall change all default username and passwords for all network devices provided. A Strong Password should include at a minimum the following:

1. Be at least 12 characters in length.

2. Contain both upper and lowercase alphabetic characters (e.g. A-Z, a-z)

3. Have at least one numerical character (e.g. 0-9)

4. Have at least one special character (e.g. ~!@#$%^&*()_-+=)

5. Cannot contain full words.

B. No written username or passwords shall be located in any areas of installation.

C. Network devices to be set up on a separate network other than owner's LAN ensuring no internal or external users can access system without authorization.

D. Follow manufacturers' hardening guide and use best industry practices to secure network

and devices provided by contractor and associated with system.

3.5 FIELD QUALITY CONTROL:

A. TESTING:

1. Refer To Section 27 4101 For Additional Requirements.

B. At the time of final commissioning, if the AV consultant determines that the systems are not sufficiently complete to do a final punch list and was not notified at least three (3) days prior to the visit, then a return visit will be required. The AV Consultant's return visit will be paid for in advance by the AV integrator at a flat rate of $800 per person, at no cost to the owner.

3.6 OPERATING AND MAINTENANCE MANUALS: Refer to Section 26 0502 for requirements.

3.7 TRAINING:

A. Provide one (1) session of one (1) hour of training on the operation of the system, at job site, at no cost to owner. Systems shall be complete and have been finalized by the AV Consultant prior to training. Training shall cover:

1. How the system functions. For example, what each button press does, what is controlled what is not controlled, what resolutions/bit rates the system may take, how to present, how to adjust audio levels, etc.

2. Use of specific equipment. For example, basic mixing using a mixing console, how to patch digital or analog into the console, etc.

3. Specific timers built into the system

4. Safety controls. For example, the system can't go above this level, this is how you power cycle the equipment, how does the sequencer function, how does the heat management system work, etc.

B. Training shall be recorded using a video recording device that supports a minimum resolution of 1080P/60 with an integrated microphone connection for an external microphone and a camera tri-pod mount. Presenter shall be wearing a lapel microphone that connects to the recording device and a Tripod shall be used for stabilizing the recording device. Recordings that are shaky, poor audio and/or video quality, incomplete, or other issues will not be accepted, and the contractor will be responsible for providing a new recording and training within five (5) business days of notification. Provide a digital copy, in MP4 format, on a USB flash drive to the Owner and AV Consultant. Also locate a USB flash drive with the training videos, programing, etc. in the as-built drawer of the main equipment rack. Digital copies sent as a link are not acceptable. identify within the Operating and Maintenance manuals, in the first section, where the flash drive is stored. Clearly label the flash drive as training videos.

3.8 RECORD DRAWINGS: Refer to Section 26 0502 for requirements.

END OF SECTION 27 4100

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