

Rome-Floyd Health Dept. HVAC Upgrades

Floyd County, Georgia Board of Commissioners
12 East 4th Ave.
Suite 209
P.O. Box 946
Rome, GA 30162

PROJECT MANUAL

Aug. 28, 2015



**DRINKARD
ENGINEERING**

Drinkard Engineering Group, Inc.
119 South Broad St.
Rome, GA 30161
(706) 237-6013

SPECIFICATION SECTIONS

Bidding and Contract Requirements

- 00100 Invitation to Bid, Boiler Plate Docs
- 00410 Bid Form with Supplements
- 00505 Agreement – EJCDC
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- 15050 Piping and Accessories
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- 15900 HVAC Automatic Controls
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Sample Contracts

- EJCDC C-520 Agreement Between Owner and Contractor
- EJCDC C-700 General Conditions of the Contract



**FLOYD COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
#12 East 4th Ave. Ste. 106
ROME, GA 30161**

(706) 291-5118

FAX (706) 290-6099

**Date Issued: SEPTEMBER 3, 2015
Bid Number: 15-1015**

**NOTICE OF LETTING CONTRACT
INVITATION FOR BIDS
ROME-FLOYD HEALTH DEPARTMENT
HVAC UPGRADES
FLOYD COUNTY GEORGIA**

To Whom It May Concern:

Notice is hereby given that Floyd County, Georgia proposes to let a Contract to the lowest responsive, responsible bidder, upon sealed bids, for the furnishing of all labor, material, equipment and other things necessary to:

**HVAC UPGRADES
ROME-FLOYD HEALTH DEPARTMENT
16 EAST 12TH STREET
ROME, GA 30161**

Sealed bids will be received until **2:00PM** (local time), on **Thursday, October 15, 2015**, at the office of the **Floyd County Purchasing Director, located in the Floyd County Administration Building, 12 East Fourth Avenue, Suite 106, Rome, Georgia**. Sealed bids will then and there be publicly opened and read aloud in the office of the Purchasing Director. Late bids will not be accepted.

Work is generally described as follows:

Installation of new chilled water and heat pump systems at the Rome-Floyd County Health Dept. Work includes, but is not limited to installation of new chillers, new chilled water coils in the existing air handling units, and installation of new mini-split heat pumps along with required electrical, piping, and other work required for the execution of the project. Work also includes upgrading the graphical user interface of the existing HVAC control system.

MANDATORY PRE-BID AND SITE VISIT will be held at 10:00am on Monday, September 21, 2015. Participants will meet at the Health Department Lobby and be directed to the meeting room, 16 East 12th Street, Rome, GA 30161. Site visit will follow meeting.

Bids will not be accepted from contractors not attending this meeting.

The work is to be let in one contract, and shall conform in all respects to the Specifications of Drinkard Engineering Group (Engineer), which are available for review in the office of the Purchasing Director of the Board of Commissioners of Floyd County, which is also the office of the undersigned, and said specifications, general conditions and drawings, are open to the inspection of the public.

All forms, certifications and compliance documents required by Floyd County must accompany each bid. Including, but not necessarily limited to, compliance with the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq. Contractor must complete and submit with bid, the Contractor Affidavit under OCGA 13-10-91(b)(1) included with contract documents. Be advised that bid will not be read or accepted if this document is not submitted at time of bid.

Complete sets of documents, construction specifications and drawings may be requested by email lamn@floydcountyga.org at the GPR https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp or the Floyd County Website www.romefloyd.com.

Bids must be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the base bid. All bonds must be signed or countersigned by a Georgia Resident Agent.

A Performance Bond in the amount of one hundred percent (100%) of the amount of the bid, and a Labor Materials Payment Bond in the amount of not less than the amount of said Bid, one hundred percent (100%), shall be furnished by the successful bidders.

The right is reserved to the Board of Commissioners of Floyd County, Georgia to delay the award of the Contract for a period not to exceed sixty (60) days from the date of opening of bids, during which time bids shall remain open and not subject to withdrawal. The right is also reserved to the Board of Commissioners of Floyd County, Georgia to reject any and all bids and to waive any and all technicalities or informalities. Any contract executed pursuant to this notice shall be binding upon the Board of Commissioners of Floyd County, Georgia, as such, but will not create a liability expressed or implied, against any members of the Board of Commissioners of Floyd County, the Chairman of the Board, or employee of said County, in his or her individual capacity.

Equal Opportunity Employer.

FULL BID PACKAGE MUST BE RETURNED IN SEALED PACKAGE

Bids will be marked/titled/labeled as follows

CLEARLY MARKED SEALED BID

HVAC UPGRADES

ROME-FLOYD HEALTH DEPARTMENT

October 15, 2015, 2:00PM

BID # 15-1015

NANCY LAM, CPPB, CPPO
PURCHASING DIRECTOR

02000 – INSTRUCTIONS TO BIDDERS

1.1 PROJECT LOCATION

- A. The Work will be performed at the following location: Rome-Floyd County Health Dept., 16 E 12th St SW, Rome, GA 30161.
- B. Equipment and material for the project will be stored at Contractor's site until such time that equipment is to be installed.

1.2 BID SUBMISSION

- A. See Invitation to Bid for information on when and where bids will be received.
- B. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.
- C. Bidders may withdraw their Bid by written request at any time before bid closing.

1.3 INTENT

- A. The intent of this Bid request is to obtain an offer to perform the work as described in the Invitation to Bid.

1.4 CONTRACT TIME

- A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.

1.5 DEFINITIONS

- A. Bidding Documents: Plans and specifications supplemented with Invitation to Bid, Instructions to Bidders, Bid Form, and bid securities identified. Bidding documents may also include additional stipulations required by Floyd County included in the Invitation to Bid Package such as, but not limited to, **Contractor Affidavit for Immigration Compliance.**
- B. Contract Documents: Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- C. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form for completion of the work as outlined in the Contract Documents.

1.6 BIDDING DOCUMENTS IDENTIFICATION

- A. The Bid Documents are identified as:
 - 1. Invitation to Bid
 - 2. Instructions to Bidders
 - 3. Bid Form (with supplements)
 - 4. Project plans
 - 5. Project specifications

1.7 AVAILABILITY OF DOCUMENTS

- A. Bidding Documents may be obtained as stated in Invitation to Bid.
- B. Partial sets of Bidding Documents will not be issued.
- C. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.8 EXAMINATION OF DOCUMENTS

- A. Upon receipt of Bidding Documents verify documents are complete. Notify Engineer if documents are incomplete. Immediately notify Engineer upon finding discrepancies or omissions in Bidding Documents.

1.9 INQUIRIES AND ADDENDA

- A. Direct questions in writing to Jeff Drinkard, at the office of the Engineer; email questions to jeff@drinkardengineering.com or mail to Engineer's office. Verbal answers are not binding on any party.
- B. Submit questions not later than 2:00PM September 28, 2015. Replies will be made by Addenda. Addenda may be issued at any time prior to 72 hours prior to bid opening. Addenda will be sent to all known Bidders and Owner. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.

1.10 PRODUCT SUBSTITUTIONS

- A. See Section 01000 "General Requirements" for Product substitution procedures.

1.11 SITE EXAMINATION

- A. Contact Owner to schedule a time to examine Project site before submitting a Bid. Known Bidders will be contacted about scheduled Contractor walk-throughs, or schedule will be set in the Invitation to Bid. Participation in formal pre-bid meeting scheduled for 10:00AM on Monday, September 21, 2015 is considered mandatory.

1.12 SUBMISSION PROCEDURE

- A. Submit two copies of executed offer on Bid Forms provided, signed and sealed with required security deposit in a closed opaque envelope, clearly identified with Bidder's name, Project name, and Owner's name on the outside.

1.13 BID INELIGIBILITY

- A. Bids that contain irregularities of any kind may be declared unacceptable at Owner's discretion.

1.14 SECURITY DEPOSIT

- A. 5% Bid Bond required with bid.

1.15 PERFORMANCE ASSURANCE

- A. 100% Payment and Performance Bond required upon award.

1.16 CONTRACTOR QUALIFICATIONS

- A. Bidders must submit the following information to qualify:
 1. Copy of Georgia State commercial HVAC contractor's license.
 2. List of comparable commercial projects completed within the last 3 years to include cost of construction.
 3. Proof of general liability insurance policy.
 - a. The Contractor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury and \$500,000 per occurrence/aggregate for property damage.
 - b. Said general liability policy shall name Floyd County Commissioners as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon 30 days prior written notice to the Owner. Certificates of coverage as required by this section shall be delivered to the Owner within 14 days of execution of contract.

1.17 BID FORM SIGNATURE

- A. Sign Bid Form as follows:
 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 3. Corporation: Signature of duly authorized signing officers in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law

resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.

4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

1.18 ADDITIONAL BID INFORMATION

- A. Bidders are required to complete the following Bid Form Appendices and submit with Bid.
 1. Appendix A - List of Subcontractors: Include names of all Subcontractors and portions of the Work each Subcontractor will perform.

1.19 BID OPENING

- A. Bids will be opened immediately after time for receipt of Bids which is Thursday 2:00PM October 15, 2015. Bidders may be present, but attendance is not required. Late bids will not be considered

1.20 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 60 calendar days after bid closing date.

1.21 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers.

END OF DOCUMENT

00410 – BID FORM

To: Floyd County, Georgia
12 East 4th Avenue, Suite 106
Rome, GA 30162

Project: Rome-Floyd Health Dept. HVAC Upgrades

Date:

Submitted by:
(full name and address)

1.1 OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents prepared by Engineer for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Price of:

\$......dollars, in lawful money of the United States of America.

All applicable taxes are included in the Bid Price.

BID ALTERNATE #1: Add \$......dollars to the Base Bid above to provide an Extended 10 year Unit Warranty per Sec. 15750, p 1.6. The Base Bid should include pricing for a Standard Warranty per the same section.

Please list the BRAND of chiller to be installed

1.2 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds within seven days of receipt of Notice of Award.
- Commence work within fourteen days after written Notice to Proceed. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.3 CONTRACT TIME

If this bid is accepted, we will complete the Work by (date).

1.4 ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Addendum # Dated

Addendum # Dated

1.5 APPENDICES

A List of Subcontractors is appended hereto and identified as Appendix A.

1.6 BID FORM SIGNATURES

The Corporate Seal of

.....
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

.....
(Authorized signing officer Title)

(Seal)

.....
(Authorized signing officer Title)

(Seal)

If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

APPENDIX A - LIST OF SUBCONTRACTORS

The following is the list of Subcontractors referenced in the Bid Form submitted by:

(Bidder)

Dated and which is an integral part of the Bid Form.

The following work will be performed (or provided) by Subcontractors and coordinated by us:

WORK SUBJECT	NAME

END OF DOCUMENT

CERTIFICATION FORM

I, _____, being duly sworn, state that I am _____ (title)
of _____

_____ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the request for proposals is full, complete and truthful.

I further certify that the proposer and any principal employee of the proposer have not, in the immediately preceding five years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposer and any principle employee of the proposer have not, in the immediately preceding five years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the proposer or any principle employee of the proposer has not in the immediately preceding five years been defaulted in any federal, state or local government agency contract, and further, that the proposer is not now under any notice of intent to default on any such contract or have been terminated for cause on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the Owner may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the Owner may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.

I acknowledge and understand the successful Proposer will be required to certify compliance with the Immigration Reform Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et seq., by meeting or having complied with the provisions in the Act and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01: Contractor will also be required to warrant that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

I acknowledge and agree that all of the information contained in the Statement of Qualifications is submitted for the express purpose of inducing the Owner to award a contract.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

Signature

Sworn and subscribed before me

This ____ day of _____, 20__.

NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: _____

Disclosure Statement

All proposers should be aware that the project you are submitting a proposal on is a public project, and the Owner is a public agency. Pursuant to the laws, rules and Executive Orders of the State of Georgia, the Owner shall make every effort to avoid even the appearance of a conflict of interest or any impropriety in both the selection process for this project and the negotiation and performance of any resulting contract. As part of any submittal you intend to make for this project, **you must include this Disclosure Statement with your submittal** that answers or addresses the following specific statements:

1. Describe any business transactions occurring within the prior two years between your firm and the Owner or the ultimate end-user of the proposed project.

Insert Response

2. Describe any gift, hospitality, or benefit of any sort that your firm has provided to the Owner or the end-user of the proposed project within the prior one-year period.

Insert Response

3. A *conflict of interest* or *potential conflict of interest* is defined as any action, decision, or recommendation by a person acting in a capacity as a public official, the effect of which is or could be to the private monetary or financial benefit or detriment of the person, the person's relative, or any business with which the person or a relative of the person is associated. The potential conflict of interest is viewed from the perspective of a reasonable person who has knowledge of the relevant facts. Based upon this definition, describe any conflict of interest or potential conflict of interest that your firm has with the Owner or the end-user of this project.

Insert Response

This Disclosure Statement should be dated and signed by an authorized signator for the Proposer and submitted with the Proposer's Submittal as deliverable A10.

Name of Firm

Authorized Signature

Date

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Floyd County Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Address of Contractor

Name of Project

FLOYD COUNTY GEORGIA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____ in 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal or Stamp Required)

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of FLOYD COUNTY, GA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Address of Contractor

Name of Project

FLOYD COUNTY GEORGIA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ____ in 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal or Stamp Required)

I. CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE

TITLE

FLOYD COUNTY BOARD OF COMMISSIONERS

II. DRUG-FREE WORKPLACE CERTIFICATE



By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor’s employees during the performance of the contract; and
2. Each Vendor who hires a sub Vendor to work in a drug-free workplace shall secure from that sub Vendor the following written certification: “As part of the subcontracting agreement with (Vendor’s name), (sub Vendor’s name) certifies to the Vendor that a drug-free workplace will be provided for the sub Vendor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7).”

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: _____

By: _____

Name Printed: _____

Title: _____

Date: _____



CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd County; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
<i>*This table must be completed in its entirety by the supplier.</i>	

STATE OF GEORGIA,
COUNTY OF _____:

NOTICE OF COMMENCEMENT

TO: CLERK OF SUPERIOR COURT OF _____ COUNTY, GEORGIA

Pursuant to O.C.G.A. § 13-10-62(a), not later than fifteen (15) days after physically commencing work on the property, the undersigned gives Notice of Commencement of improvements to property including the following information:

1. The name, address and telephone number of the contractor;

2. The name and location of the public work being constructed or a general description of the improvement;

3. The name and address of the state or the agency or the authority of the state that is contracting for the public works construction;

4. The name and address of the surety for the performance and payment bonds, if any; and

5. The name and address of the holder of the security deposit provided, if any.

Contractor: _____

By: _____

Name: _____

Title: _____

THIS DOCUMENT MUST BE FILED WITH THE CLERK OF THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE PROJECT IS LOCATED AND A COPY OF THIS DOCUMENT MUST BE POSTED AT THE PROJECT SITE NOT LATER THAN FIFTEEN (15) DAYS AFTER THE CONTRACTOR PHYSICALLY COMMENCES WORK ON THE PROPERTY. WITHIN TEN (10) CALENDAR DAYS OF THE RECEIPT OF A WRITTEN REQUEST, GIVE A COPY OF THIS NOTICE OF COMMENCEMENT TO ANY SUBCONTRACTOR, MATERIALMAN OR PERSON MAKING THE REQUEST.

SECTION 00505

AGREEMENT FORM - EJCDC

1.1 SUMMARY

A. Document Includes:

1. Agreement.

B. Related Documents:

1. Document 00705 - General Conditions - EJCDC.
2. Document 00815 - Supplementary Conditions - EJCDC.

1.2 AGREEMENT

- A. EJCDC No. C-520, Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), forms the basis of Agreement between the Owner and Contractor.

END OF DOCUMENT

SECTION 00705

GENERAL CONDITIONS - EJCDC

1.1 SUMMARY

A. Document Includes:

1. General Conditions.

B. Related Documents:

1. Document 00505 - Agreement - EJCDC.
2. Document 00815 - Supplementary Conditions - EJCDC.

1.2 GENERAL CONDITIONS

- A. EJCDC No. C-700 (2002 Edition) - Standard General Conditions of the Construction Contract, is the General Conditions of the Contract.

1.3 SUPPLEMENTARY CONDITIONS

- A. Refer to Document 00815 for amendments and supplements to General Conditions.

END OF DOCUMENT

SECTION 00815

SUPPLEMENTARY CONDITIONS - EJCDC

1.1 SUMMARY

- A. Document Includes:
 - 1. Supplementary Conditions.
- B. Related Documents:
 - 1. Document 00411 - Bid Form - Stipulated Price.
 - 2. Document 00430 - Bid Form Supplements: Appendices.
 - 3. Document 00505 - Agreement - EJCDC.
 - 4. Document 00705 - General Conditions - EJCDC.

1.2 SUPPLEMENTARY CONDITIONS

- A. These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC No. C-700, 2002 Edition, and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract, EJCDC No. C-700, 2002 Edition, have the meanings assigned to them in the General Conditions.

SC-1.01 Add the following paragraph to the end of Articles 10 and 16 of the General Conditions:

Notwithstanding anything in Articles 10 and 16 of the General Conditions or elsewhere in the Contract Documents failure of the parties to mediate a claim shall not preclude any legal action to pursue that claim. All claims regarding the Contract or performance there under shall be submitted to the Floyd County Superior Court which the parties agree shall have jurisdiction over them to hear all claims of any nature arising under the Contract or the performance of the parties. If either of the parties request mediation of a claim such mediation need not be completed in order for legal action in Floyd County Superior Court to proceed.

END OF DOCUMENT

01000 – GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 CONTRACTOR'S USE OF PREMISES

- A. Contractor shall limit use of premises to allow Owner occupancy and public use of premises.

1.2 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

1.3 SCHEDULE OF VALUES

- A. Submit Schedule of Values on AIA Form G703 or EJCDC Form 1910-8-E within 15 days after date of Owner-Contractor Agreement.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit each application on AIA Form G702 and G703 or EJCDC Form 1910-8-E. Payment period shall be monthly. Application shall be made per the Agreement and General Conditions.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

1.5 CHANGE PROCEDURES

- A. Stipulated Sum/Price Change Order: Based on Contractor's request for Change Order as approved by Architect/Engineer. Change Order requests shall be submitted on AIA Form G701 or EJCDC Form 1910-8-B.

1.6 COORDINATION

- A. Coordinate scheduling, submittals, and Work of various sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable.
- D. In finished areas, conceal pipes, ducts, and wiring within construction.

1.7 FIELD ENGINEERING

- A. Establish elevations, lines, and levels and certify elevations and locations of the Work conform with Contract Documents.
- B. Verify field measurements are as indicated on shop drawings or as instructed by manufacturer.

1.8 PRECONSTRUCTION MEETINGS

- A. Architect/Engineer will schedule preconstruction meeting after Notice of Award for affected parties.
- B. When required in individual specification section, convene pre-installation meeting at Project site prior to commencing work of section.

1.9 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.10 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Motors: NEMA MG1 Type; specific motor type is specified in individual specification sections.
- B. Wiring Terminations: Terminal lugs to match branch circuit conductor; size terminal lugs to NFPA 70.
- C. Cord and Plug: Minimum 6 foot cord and plug including grounding connector; cord of longer length is specified in individual sections.

1.11 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching new Work; restore Work with new Products.
- B. Submit request in advance of cutting or altering structural or building enclosure elements.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
 - 1. Fit several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Cut masonry and concrete materials using masonry saw or core drill. Restore Work with new Products in accordance with requirements of Contract Documents.

- E. Fit Work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- F. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. Refinish surfaces to match adjacent finishes.

1.12 SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, subcontractor or supplier; and pertinent Contract Document references.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of completed Work.
- D. Revise and resubmit submittals as required; identify changes made since previous submittal.

1.13 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule within 15 days after date of Owner-Contractor Agreement for Architect/Engineer review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major Products proposed for use, with name of manufacturer, trade name, and model number of each product.

1.15 PRODUCT DATA

- A. Product Data:
 - 1. Submitted to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
 - 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes as specified.
- B. Submit number of copies which Contractor requires, plus one copy which will be retained by Architect/Engineer.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

1.16 SHOP DRAWINGS

- A. Shop Drawings:
 - 1. Submitted to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
 - 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes as specified.
- B. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- C. Submit in form of one electronic or hard copy to be retained by Architect/Engineer.

1.17 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit manufacturer printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

1.18 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification sections, submit certifications by manufacturer to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

1.19 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturer's instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.20 TOLERANCES

- A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply fully with manufacturer's tolerances.

1.21 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. When specified reference standard conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

1.22 LABELING

- A. Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
 - 1. Model number, serial number, performance characteristics.

1.23 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to furnish qualified staff personnel to observe site conditions and to initiate instructions when necessary. Report observations and site decisions or instructions that are supplemental or contrary to manufacturer's written instructions.

1.24 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify utility services are available, of correct characteristics, and in correct location.

1.25 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

1.26 TEMPORARY ELECTRICITY

- A. Provide temporary electricity and power outlets for construction operations, connections, branch wiring, distribution boxes, and flexible power cords as required. Do not disrupt Owner's need for continuous service.

1.27 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain temporary lighting for construction operations as needed. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtailed, and lamps as required.
- B. Permanent building lighting may be utilized during construction.

1.28 TEMPORARY HEATING AND COOLING

- A. Provide heating and cooling devices to heat and cool as needed to maintain normal operating space conditions during construction operations.

1.29 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel.

1.30 PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

1.31 FIRE PREVENTION FACILITIES

- A. Prohibit smoking within buildings under construction and demolition. Designate area on site where smoking is permitted. Provide approved ashtrays in designated smoking areas.
- B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- C. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
 - 1. Provide one fire extinguisher at each stair on each floor of buildings under construction and demolition.
 - 2. Provide minimum one fire extinguisher in every construction trailer and storage shed.

1.32 BARRIERS AND FENCING

- A. Provide barriers or fencing to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage.

1.33 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.

1.34 WATER CONTROL

- A. Maintain excavations free of water. Provide, operate, and maintain pumping equipment as needed.

1.35 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment review.
- B. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.36 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- C. Provide interchangeable components of same manufacture for components being replaced.

1.37 DELIVERY, HANDLING, STORAGE, AND PROTECTION

- A. Deliver, handle, store, and protect Products in accordance with manufacturer's instructions.
- B. Equipment and material for the project will be stored at Contractor's site until such time that equipment is ready to be installed.

1.38 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for manufacturers not named.

1.39 SUBSTITUTIONS

- A. Architect/Engineer will consider requests for Substitutions during the bidding period up to 7 days before the Bid Date per Section 1.38. Submit two copies of each substitution request, and limit each request to one proposed substitution.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents. Architect/Engineer and Owner reserve the right to accept or reject any substitution request.

1.40 CLOSEOUT PROCEDURES

- A. Submit written certification Contract Documents have been reviewed, Work has been inspected, and Work is complete in accordance with Contract Documents and ready for Architect/Engineer's inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due.

1.41 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior surfaces exposed to view. Vacuum carpeted and soft surfaces.
- C. Clean debris from site, roofs, gutters, downspouts, and drainage systems.
- D. Replace filters of operating equipment. Clean washable filters.
- E. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.42 STARTING OF SYSTEMS

- A. Provide seven days notification prior to start-up of each item.
- B. Ensure each piece of equipment or system is ready for operation.
- C. Execute start-up under supervision of responsible persons in accordance with manufacturer's instructions.
- D. Submit written report stating equipment or system has been properly installed and is functioning correctly.

1.43 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel prior to date of final review.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at equipment location.

1.44 TESTING, ADJUSTING, AND BALANCING

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

1.45 PROTECTING INSTALLED CONSTRUCTION

- A. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- B. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- C. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

- D. Prohibit traffic from landscaped areas.

1.46 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.47 OPERATION AND MAINTENANCE DATA

- A. Submit two sets prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS" and title of project.
- C. Internally subdivide binder contents with permanent page dividers, logically organized, with tab titles legibly printed under reinforced laminated plastic tabs.
- D. Contents:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system.
 - 3. Part 3: Project documents and certificates.

1.48 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers.
- C. Submit prior to final Application for Payment.

END OF SECTION

SECTION 15010

MECHANICAL GENERAL

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Specification: This specification is intended to cover all portions of this building.
- B. Reference Codes: This installation shall comply with the following codes and regulations, latest accepted editions.
 - 1. State Minimum Standard Mechanical Code.
 - 2. NFPA No. 90A Installation of Air Conditioning and Ventilation Systems.
 - 3. State Minimum Standard Plumbing Code.
 - 4. State Minimum Standard Gas Code.
 - 5. NFPA #54 National Fuel Gas Code.
 - 6. State Minimum Standard Gas Code.
 - 7. NFPA No.70, latest accepted edition, National Electric Code.
 - 8. NFPA 96 Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.
 - 9. Life Safety Code.
 - 10. State Handicapped Accessibility Code.
 - 11. State Minimum Standard Fire Prevention Code.
 - 12. State and local Energy Code for Buildings, with all Supplements and Amendments.
- C. Reference Standards: This installation shall comply with the following standards.
 - 1. Manufacturers Standardization Society of the Valve and fittings Industry (1815 North Ft. Meyer Drive, Arlington, VA 22209). MSS-SP-58-2002, called MSS-SP-58. MSS-SP-69-2003, called MSS-SP-69.
 - 2. American Society of Heating and Ventilating and Air Conditioning Engineers Guide, Fundamentals, 2009 Edition.
 - 3. Sheet Metal and Air Conditioning Contractor National Association (SMACNA) HVAC Duct Construction Standards, Metal & Flexible, 2005 Edition. Fire, Smoke and Radiation Damper Installation Guide for HVAC Systems. 1986 Edition. Seismic Restraint Manual Guidelines for Mechanical Systems, Second Edition.
 - 4. American Society of Sanitary Engineers (ASSE) Standard, Latest Edition.
 - 5. North American Insulation Manufacturers Association (NAIMA) Fibrous Glass Duct Construction Standards.

1.2 REGULATIONS

- A. Attention is called to the fact that all work shall be done in accordance with all applicable City, County and State regulations, which regulations shall be considered as minimum requirements, and shall not alter the arrangement and pipe sizes indicated on the plans, except where they conflict.

1.3 DRAWINGS

- A. The work is shown on the architectural drawings.

1.4 PROTECTION OF PUBLIC

- A. If the contractor must operate any potentially dangerous devices before all specified safety valves controls and devices are installed, he shall notify the Architect in writing. He shall not operate such devices under these conditions until arrangements for supervision by competent operators have been instituted and Architect's written approval has been issued.

1.5 EXCAVATION, SHORING AND BRACING

- A. Excavate and back-fill for the installation of all underground work.
- B. Provide all shoring and bracing to prevent cave-ins during the construction period.

1.6 SHOP DRAWINGS

- A. Shop drawings shall be submitted for but not limited to the following items:
 - 1. All Scheduled Equipment
 - 2. Ductwork & Accessories
 - 3. Hangers
 - 4. Piping & Accessories
 - 5. Supports
 - 6. Vibration Isolation
 - 7. Fixtures
 - 8. Roof Portals
 - 9. Control System
 - 10. Duct Systems
 - 11. Equipment Curbs
 - 12. Insulation
 - 13. Filters
 - 14. Access Panels
 - 15. Louvers
 - 16. Refrigerant Pipe Sizes
- B. Provide with the submittal package the proposed Test & Balance Company's credentials as described in Section 15950. Include a letter from the Test & Balance company indicating that they have read Section 15950 and will perform testing and balancing of the mechanical systems as described in that Section.
- C. Provide a complete list of all accessories and options (indicate factory or field installed) for all scheduled mechanical equipment, including air distribution devices. Provide manufacturer generated specifications and ratings sheets for each individual piece of air conditioning and heating equipment. Generic photocopies from manufacturers catalog will not be accepted.
- D. In addition to cut sheets, provide a summary sheet indicating exactly what pipe material joining methods, valves, etc. will be provided in the various piping systems.
- E. The Contractor shall produce 1/4" scale CAD-generated ductwork and piping shop drawing for every area of the building. Contractor shall coordinate all new mechanical systems with other Divisions, specifically including piping, lights, the building structure, and ceiling heights. It shall be the Contractor's responsibility to ensure that the mechanical work is coordinated with all other trades. The shop drawings submitted shall reflect this coordination in its entirety,

including location of piping 2" and larger, all ductwork (except runouts to diffusers), and all equipment by dimensions to column lines. Bottom of duct and bottom of pipe dimensions shall be taken from finished floor, and shall be recorded on the shop drawings for review. Any interferences or conflicts not resolved during normal shop drawing coordination between trades shall be specifically noted to the Architect for his instructions. Conflicts arising out of work installed (or ductwork already fabricated) without shop drawings or shop drawings that have not been completely coordinated, shall be the Contractor's responsibility and at his expense for any necessary changes.

- F. The Contract Drawings are diagrammatic and indicated generally the size and location of ductwork and equipment. While duct sizes shall not be decreased, it is recognized that job site conditions may require re-routing or re-sizing of ductwork, and the Contractor shall be responsible for this coordination. Ductwork that has to be re-sized and/or re-routed as a result of this coordination effort shall be the Contractor's responsibility and at his expense. Ductwork re-sized shall be equivalent to that shown on the drawings.
- G. Steel fabrication shop drawings shall be coordinated with all Division 15 rooftop equipment and roof openings. The resulting coordination shall be confirmed and verification shall be submitted with associated equipment and roof curbs.
- H. Division 15 shall coordinate with structural steel contractors to insure where ductwork is required to be routed within joist space that an alternate to x bracing is installed. Failure to coordinate shall subject the Contractor to full cost incurred to meet the design intact on the contract documents.

1.7 MOTORS, WIRING AND ELECTRICAL EQUIPMENT

- A. All motors required for this work shall be built in accordance with the latest standards of National Electrical Manufacturer's Association, and shall be especially designed for quiet operation. All motors shall be selected for operation within their nameplate amperage. Adjustable bases shall be provided with motors and equipment which have belt drives.
- B. All electrical materials shall comply with requirements of the National Electric Code. All contactors, starters, relays and panels used in this work, which are included in Underwriters Label Service, shall be new and bear the National Board of Fire Underwriters inspection label. Material not included in Underwriters Label service shall be new and conform to NEMA or other applicable industry standard.
- C. Division 16, ELECTRICAL, provides for the furnishing of conduit and wire from electrical source to electrical use, called "path of power," and for the installation of certain line voltage devices specified in Division 15 which lie in the "path of power," including but not limited to:
 - 1. Manual switches.
 - 2. Line voltage thermostats.
 - 3. Solid state speed controllers.
 - 4. Operators for operable dampers.
 - 5. Aquastats for domestic hot water circulating pumps.
 - 6. Alarms for Flow Switches and Valve Supervisor Switches.
- D. The "path of power" terminates at contactors or control panels of the following listed items of equipment. These control panels contain starters/contactors for the motors or heaters installed

on or within the unit and are specified in Division 15. Any wiring past the point of termination described above is Division 15 work.

1. Packaged Rooftop Units.
 2. Domestic Water Heaters.
 3. Condensing and/or Heat Pump Units.
 4. Mini-split Systems.
 5. Electric Heaters.
- E. Division 16, ELECTRICAL, provides for electrical power to any given item of equipment at the voltage and phase required by the primary use only. If the item of equipment contains devices such as fans, thermostats, motorized dampers or other controls which require other than primary voltage for their proper function, then transformers shall be furnished under Division 15 for that purpose.
- F. Voltage and phase for Division 15 equipment shall be as specified by Division 16. Division 15 Contractor shall submit a list of all mechanical equipment requiring electrical connections to the Contractor prior to release of any equipment, for coordination with the Division 16 contractor. A copy of this list that has been reviewed and approved by the General Contractor shall be submitted to the Architect with the submittal for mechanical equipment. Failure to include this list may result in the rejection of the entire mechanical equipment submittal.
- G. The control power source (point of connection for control power) for major equipment except those single phase fans which are thermostatically controlled and those items listed in C above, are provided at the combination starters.
- H. The automatic control of signal for STOP-START of major equipment is furnished and installed to and from combination starts as part of Division 15.
- I. All other conduit and wire, not in “path of power” described above is included in Division 15.
- J. If any Division’s Contractor makes a change by submittal, by delivery, by wiring rearrangement or power requirements, which results in increased costs, the Contractor initiating the change shall bear all cost increases.
- K. All motors that are 1 HP and larger shall be high efficiency motors with nominal and minimum full load efficiencies equal to or greater than those specified by the State Energy Code. Specifications shall be submitted for each motor furnished.
- L. Starters or contractors shall be furnished in Division 15 for each motor.
1. Magnetic starters shall be NEMA standard sizes adequate for the load served, Size 00, 1, 2, 3, 4. Half sizes and/or quarter sizes are not acceptable.
 2. Overload relays shall be unit constructed, hand reset melting alloy type, and shall be provided for all ungrounded legs.
 3. Units shall have NEMA-3R enclosures, three thermal overloads in three-phase starts, HAND-OFF-AUTO switches or as required by the “controls” specification section.
 4. All fractional HP single-phase motors shall have internal thermal overload protection except where starters are scheduled.
 5. All motor starters shall be of the same manufacturer and shall be General Electric Type CR-306, or equal by Square-D, Westinghouse, Allen-Bradley, Furnas, Siemens, or Cutler-Hammer subject to full compliance with all criteria.

- M. Where power wiring to Division 15 equipment is not within the equipment curb, roof curb and boots shall be provided under Division 16. The portal location shall be coordinated with Division 15 equipment power inlet requirements, and located not to block access for equipment servicing.

1.8 ACCESS PANELS

- A. Shall be provided to permit operation of concealed valves, dampers, or equipment. The following table lists types of Bilco access frames and doors. Panels of equivalent construction by Titus, Milcor, Hohmann, and Barnard or Zurn are acceptable.
- B. Wall:
 - 1. Sheetrock Style G
 - 2. Plaster Style A
 - 3. Masonry Style C
- C. Ceiling:
 - 1. Sheetrock Style G
 - 2. Plaster Style A
 - 3. Concealed spline Style D
 - 4. Lay-in tile None
- D. Fire Rated Wall or Ceiling Style F (U.L Listed)
- E. Sizes shall be: Small valves – 12” x 12”. Multiple valves and dampers – 24” x 24”
- F. Access panels shall be insulated for sound barrier equal to wall in which it is installed.
- G. Acoustical Tile: Coordinate with tile installed to provide a removal tile at access point. Install a colored thumb tack to mark the access panel of above ceiling equipment, control instrument, valves or relay.

1.9 WARRANTY

- A. The Contractor shall operate the air conditioning, heating and ventilating systems and plumbing systems for a period of one week to the satisfaction of the Architect. Thereafter, the Contractor shall guarantee and be responsible for all materials and workmanship (parts and labor) for a period of one (1) year following the date of acceptance by the Architect.
- B. The Contractor shall also provide maintenance for the one (1) year period by providing four (4) periodic inspections at approximately three-month intervals, which shall include the following.
 - 1. Check all bearing, align and oil or grease.
 - 2. Check belt tensions and pulley adjustment and adjust as necessary.
 - 3. Check filters and advise Owner when change is necessary.
 - 4. Check refrigerant charges and oil levels and replenish as necessary.
 - 5. Check and re-calibrate controls as necessary.
- C. Any required maintenance for the above shall be performed and materials needed shall be furnished by the Contractor. Not included in the materials to be furnished by the Contractor

are fuel, electricity, water and filters. Provide the Owner with four (4) copies of the inspection reports indicating all items checked and adjustment or repairs performed.

- D. Water heaters shall be guaranteed for five years; parts and labor.
- E. All equipment compressors shall be guaranteed for five years; parts and labor.

1.10 CUTTING AND PATCHING

- A. The Contractor shall set sleeves for pipes, ducts and equipment accurately before the concrete walls and floors are poured.
- B. Should the contractor neglect to perform this preliminary work and should cutting and patching be required in order to install the piping, ductwork or equipment, then the expense of the cutting and restoring of surfaces to their original condition shall be borne by the Contractor.

1.11 BASIS OF DESIGN

- A. When brand, trade or manufacturer's names are used for basis of design, they are used in the interest of brevity to describe the style, type, size, quality or arrangement of articles of equipment and are not intended to limit competition. If articles of equipment by manufacturers other than basis of design are submitted for installation, the Architect shall compare them with specified articles of equipment on basis of qualities mentioned. The size, weight and arrangement of other equipment shall be checked by the Contractor to ascertain that it can be installed, connected, operated, and serviced successfully, and that walking space and service space can be maintained without altering equipment space or enclosures or the work of other trades. Manufacturers not listed as "Acceptable Manufacturers" will not be considered.
- B. If any Division's Contractor makes a change by submittal, by delivery or by wiring rearrangement which results in increased costs, the Contractor initiating the change shall bear all cost increases.

1.12 AS-BUILT DRAWINGS

- A. Per the Georgia State energy Code, the Contractor shall produce and submit to the Architect, "As-Built" drawings, four (4) copies, as described below.
- B. As work progresses, neatly and clearly record on four (4) sets of mechanical plans (in red) all changes and deviations from the contract drawings in size, locations, etc., of all piping, ductwork terminal units and other equipment. Record (in red) final location of piping, ductwork, starts, valves, thermostats, etc., by dimensions to adjacent walls and floors. Make sufficient measurement to accurately locate all equipment. Locate underground lines by dimension from building walls.

1.13 OPERATION AND MAINTENANCE MANUALS

- A. Operation and Maintenance manuals (6 sets) shall be provided to the Owner or the Owners designated representative. Manuals shall be in accordance with the Georgia State Energy Code for Buildings.

1. Manuals shall include as a minimum the following:
 - a. Final, corrected submittal data with equipment sizes and selected options for each piece of equipment, including Engineer's submittal review comments.
 - b. Current manufacturer's published operation and maintenance manuals for each piece of equipment.
 - c. Name, address and phone number of at least one LOCAL service agency.
 - d. HVAC controls system maintenance and calibration information including wiring diagrams, schematics, and control drawings.
 - e. Complete narrative of how each system is intended to operate, including suggested set-points.
 - f. Copy of the final Test & Balance report.
 - g. Copy of the final As-built drawings.
 - h. Controls certification letter.
 - i. Copy of Engineer's final punch list items, with each item checked off when completed or an explanation of why the item was not completed.

1.14 INTERFACES WITH OTHER WORK

- A. There are many interfaces between the work involved with Division 15 and the work involved with other Sections and Divisions, particularly with Division 16. Contractor shall be aware of the requirements of these other Sections or Divisions and his responsibilities at the interfaces.
- B. No mechanical equipment, piping, or ductwork shall be placed within 42" of switchboards and/or panel boards.
- C. No water piping (domestic, storm, sanitary, etc., except sprinkler piping when required) shall be located above electrical switchboards and/or panel boards. When sprinklers are required, shields must be provided over the panels.

1.15 EQUIPMENT IDENTIFICATION

- A. Equipment Identification:
 1. All items of equipment shall be identified with engraved tags. Tags shall be 1/8" thick plastic stock with adhesive backing, and shall be permanently secured to the equipment that they identify.
 2. All tags shall be of uniform 2" high x 4" wide with 1" high letters and numbers. Tags can be wider if required to accommodate the equipment number. All tags shall be black with white lettering.
 3. Equipment Identification numbers shall be the same as those scheduled on the design drawings. Identification shall be located where it can be conveniently read, and shall be located in the same relative position on like equipment.
 4. In addition to the above ID tags, all scheduled equipment shall be provided with permanent factory installed engraved nameplate labels listing complete model and serial numbers, unit voltage, motor sizes, etc.
 5. Identify all disconnect switches that are not directly attached to the equipment that they serve, with identical ID tags as specified above for the equipment.

1.16 PIPE IDENTIFICATION

- A. All piping systems shall be identified.

1. All piping systems within the building except as noted herein shall be identified with clear block letters and number stenciled on the outside surface of the pipe or insulation, indicating the system contents by abbreviated letters and direction of the flow.
2. This identification marking shall be applied to the pipe systems where pipe enters or leaves a wall or floor, and item of equipment such as pumps, fan coil units and tanks, and at tees. Identification shall be applied no less than 50 feet apart on horizontal pipe; and one identification per floor on vertical pipe.
3. Letters and numbers shall be high on pipe 2" and smaller.
4. Letters and numbers shall be 1" high on pipe 3" and larger.
5. Directional arrows shall be 4" long and "wide.
6. Letters and numbers shall be black on white pipe or insulation.
7. Letters and number shall be white on dark pipe or insulation.
8. Pipe identification symbols shall be the same as shown on the drawings.
9. Soil, vent and refrigerant piping shall not be identified.

1.17 PERMITS AND INSPECTIONS

- A. The Contractor shall secure and pay for all permits, fees, inspections, and utility connection costs.

1.18 EQUIPMENT & MATERIAL PROTECTION

- A. All equipment and material shall be kept clean and free of debris as construction progresses. Closures shall be provided over duct, piping and major equipment openings during storage, erection and prior to connection. Material finishes shall be protected by covers to prevent impingement of corrosive, abrasive and disfiguring foreign matter. Accidental finish damage shall be repaired equivalent to original finish.

1.19 TEST, BALANCE AND REPORT

- A. See Section 15950.

1.20 PROHIBITED MATERIALS

- A. All products, materials or assemblies which contain asbestos or polychlorinated biphenyl (PCB) in any form or in any concentration whatsoever, are expressly forbidden from being used on this project.

1.21 SITE VISIT AND FAMILIARIZATION

- A. Contractors proposing to undertake work under this Division shall visit the site of the work and fully inform themselves of all conditions that effect the work or cost thereof, examine the drawings and specifications as related to the site conditions, and acquaint themselves with the utility companies from whom services will be supplied; verify locations of utility services and determine requirements for connections.
- B. Consideration will not be granted for any alleged misunderstanding of the amount of work to be performed. Tender of proposal shall convey full agreement to all items and conditions specified, indicated on the drawings, and/or required by nature of the site.

- C. Attention is called to the fact that this scope of work includes renovation to an existed facility and/or an addition to an existing building. When the work is finished, the mechanical systems shall be complete in every respect, and completely integrated with all affected mechanical and control systems.
- D. Existing mechanical systems in the existing facility shall not be interrupted without prior approval of the Owner or Architect.

1.22 DISINFECTION AND TESTING OF WATER SYSTEM

- A. Sanitize plumbing potable water systems per the latest accepted edition of the International Plumbing Code.

END OF SECTION

SECTION 15061

HANGERS AND SUPPORTS FOR MECH. PIPING AND EQUIPMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Pipe hangers and supports, Hanger rods, Inserts, Flashing, Equipment curbs, Sleeves, Mechanical sleeve seals, Formed steel channel, Firestopping relating to HVAC work, Firestopping accessories.

1.2 REFERENCES

- A. American Society of Mechanical Engineers:
1. ASME B31.1 - Power Piping.
 2. ASME B31.5 - Refrigeration Piping.
 3. ASME B31.9 - Building Services Piping.
- B. ASTM International:
1. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
 2. ASTM E814 - Standard Test Method for Fire Tests of Through Penetration Fire Stops.
 3. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
 4. ASTM E1966 - Standard Test Method for Fire-Resistive Joint Systems.
- C. American Welding Society:
1. AWS D1.1 - Structural Welding Code - Steel.
- D. FM Global:
1. FM - Approval Guide, A Guide to Equipment, Materials & Services Approved By Factory Mutual Research For Property Conservation.
- E. Manufacturers Standardization Society of the Valve and Fittings Industry:
1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
 2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
 3. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.
- F. Underwriters Laboratories Inc.:
1. UL 263 - Fire Tests of Building Construction and Materials.
 2. UL 723 - Tests for Surface Burning Characteristics of Building Materials.
 3. UL 1479 - Fire Tests of Through-Penetration Firestops.
 4. UL 2079 - Tests for Fire Resistance of Building Joint Systems.
 5. UL - Fire Resistance Directory.

- G. Intertek Testing Services (Warnock Hersey Listed):
 - 1. WH - Certification Listings.

1.3 DEFINITIONS

- A. Firestopping (Through-Penetration Protection System): Sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through fire rated construction.

1.4 SYSTEM DESCRIPTION

- A. Firestopping Materials: ASTM E119, ASTM E814, UL 263, UL 1479 to achieve fire ratings as noted on architectural drawings for adjacent construction, but not less than 1 hour fire rating.
- B. Firestop interruptions to fire rated assemblies, materials, and components.

1.5 PERFORMANCE REQUIREMENTS

- A. Firestopping: Conform to applicable code and UL listings for fire resistance ratings and surface burning characteristics.

1.6 QUALITY ASSURANCE

- A. Through Penetration Firestopping of Fire Rated Assemblies: UL 1479 or ASTM E814 with 0.10 inch water gage minimum positive pressure differential to achieve fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.
 - 1. Wall Penetrations: Fire F-Ratings as indicated on Drawings, but not less than 1-hour.
 - 2. Floor and Roof Penetrations: Fire F-Ratings and temperature T-Ratings as indicated on Drawings, but not less than 1-hour.
 - a. Floor Penetrations Within Wall Cavities: T-Rating is not required.
- B. Through Penetration Firestopping of Non-Fire Rated Floor and Roof Assemblies: Materials to resist free passage of flame and products of combustion.
 - 1. Noncombustible Penetrating Items: Noncombustible materials for penetrating items connecting maximum of three stories.
 - 2. Penetrating Items: Materials approved by authorities having jurisdiction for penetrating items connecting maximum of two stories.
- C. Fire Resistant Joints in Fire Rated Floor, Roof, and Wall Assemblies: ASTM E1966 or UL 2079 to achieve fire resistant rating as indicated on Drawings for assembly in which joint is installed.
- D. Fire Resistant Joints Between Floor Slabs and Exterior Walls: ASTM E119 with 0.10 inch water gage minimum positive pressure differential to achieve fire resistant rating as indicated on Drawings for floor assembly.

- E. Surface Burning Characteristics: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- F. Perform Work in accordance with AWS D1.1 for welding hanger and support attachments to building structure.

1.7 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

PART 2 PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

- A. Acceptable Manufacturers: Carpenter & Paterson, Creative Systems, Flex-Weld, Globe Pipe Hanger Products, Michigan Hanger, Superior Valve Co.
- B. Piping – Inside Building:
 - 1. Conform to ASME B31.9, ASTM F708, NFPA 54.
 - 2. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron or carbon steel, adjustable swivel, split ring.
 - 3. Hangers for Pipe Sizes 2 inches and Larger: Carbon steel, adjustable, clevis.
 - 4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
 - 5. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hooks.
 - 6. Wall Support for Pipe Sizes 4 inches and Larger: Welded steel bracket and wrought steel clamp.
 - 7. Vertical Support: Steel riser clamp.
 - 8. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
 - 9. Copper Pipe Support: Copper-plated, carbon steel ring.

2.2 ACCESSORIES

- A. Hanger Rods: Mild steel threaded both ends, threaded on one end, or continuous threaded.

2.3 INSERTS

- A. Inserts: Malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.

2.4 FLASHING

- A. Metal Flashing: 26 gage thick galvanized steel.
- B. Metal Counterflashing: 22 gage thick galvanized steel.

- C. Lead Flashing:
 - 1. Waterproofing: 5 lb./sq. ft sheet lead.
 - 2. Soundproofing: 1 lb./sq. ft sheet lead.
- D. Flexible Flashing: 47 mil thick sheet; compatible with roofing.
- E. Caps: Steel, 22 gage minimum; 16 gage at fire resistant elements.

2.5 EQUIPMENT CURBS

- A. Fabrication: Welded 18 gage galvanized steel shell and base, mitered 3 inch cant, variable step to match roof insulation, 1-1/2 inch thick insulation, factory installed wood nailer.

2.6 SLEEVES

- A. Sleeves for Pipes Through Non-fire Rated Floors: 18 gage thick galvanized steel.
- B. Sleeves for Pipes Through Non-fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 18 gage thick galvanized steel.
- C. Sleeves for Round Ductwork: Galvanized steel.
- D. Sleeves for Rectangular Ductwork: Galvanized steel or wood.
- E. Sealant: Acrylic.

2.7 MECHANICAL SLEEVE SEALS

- A. Product Description: Modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill annular space between object and sleeve, connected with bolts and pressure plates causing rubber sealing elements to expand when tightened, providing watertight seal and electrical insulation.

2.8 FORMED STEEL CHANNEL

- A. Acceptable Manufacturers: Allied Tube & Conduit Corp., B-Line Systems, Midland Ross Corporation, Unistrut Corp.
- B. Product Description: Galvanized 12 gage thick steel. With holes 1-1/2 inches on center.

2.9 FIRESTOPPING

- A. Acceptable Manufacturers: Dow Corning Corp., Fire Trak Corp., Hilti Corp., International Protective Coating Corp., 3M Fire Protection Products, Specified Technology Inc.

- B. Product Description: Different types of products by multiple manufacturers are acceptable as required to meet specified system description and performance requirements; provide only one type for each similar application.
1. Silicone Firestopping Elastomeric Firestopping: Single or Multiple component silicone elastomeric compound and compatible silicone sealant.
 2. Foam Firestopping Compounds: Single or Multiple component foam compound.
 3. Formulated Firestopping Compound of Incombustible Fibers: Formulated compound mixed with incombustible non-asbestos fibers.
 4. Fiber Stuffing and Sealant Firestopping: Composite of mineral or ceramic fiber stuffing insulation with silicone elastomer for smoke stopping.
 5. Mechanical Firestopping Device with Fillers: Mechanical device with incombustible fillers and silicone elastomer, covered with sheet stainless steel jacket, joined with collars, penetration sealed with flanged stops.
 6. Intumescent Firestopping: Intumescent putty compound which expands on exposure to surface heat gain.
 7. Firestop Pillows: Formed mineral fiber pillows.

2.10 FIRESTOPPING ACCESSORIES

- A. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces and suitable for required fire ratings.
- B. Dam Material: Permanent Mineral fiberboard or fiber matting, sheet metal, plywood or alumina silicate fire board.
- C. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams, and other devices required to position and retain materials in place.
- D. General:
1. Furnish UL listed products.
 2. Select products with rating not less than rating of wall or floor being penetrated.
- E. Non-Rated Surfaces:
1. Stamped steel, chrome plated, hinged, split ring escutcheons or floor plates or ceiling plates for covering openings in occupied areas where piping is exposed.
 2. For exterior wall openings below grade, furnish mechanical sealing device to continuously fill annular space between piping and cored opening or water-stop type wall sleeve.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify openings are ready to receive sleeves.
- C. Verify openings are ready to receive firestopping.

3.2 PREPARATION

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter affecting bond of firestopping material.
- B. Remove incompatible materials affecting bond.
- C. Install damming materials to arrest liquid material leakage.
- D. Do not drill or cut structural members.

3.3 INSTALLATION - INSERTS

- A. Install inserts for placement in concrete forms.
- B. Install inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
- C. Provide hooked rod to concrete reinforcement section for inserts carrying pipe 4 inches and larger.
- D. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
- E. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut recessed into and grouted flush with slab.

3.4 INSTALLATION - PIPE HANGERS AND SUPPORTS

- A. Install in accordance with ASME B31.1, ASME B31.5, ASME 31.9, ASTM F708, NFPA 54.
- B. Support horizontal piping as scheduled.
- C. Install hangers with minimum 1/2 inch space between finished covering and adjacent work.
- D. Place hangers within 12 inches of each horizontal elbow.
- E. Use hangers with 1-1/2 inch minimum vertical adjustment.
- F. Support vertical piping at every floor.
- G. Where piping is installed in parallel and at same elevation, provide multiple pipe or trapeze hangers.
- H. Support riser piping independently of connected horizontal piping.
- I. Provide copper plated hangers and supports for copper piping.

- J. Design hangers for pipe movement without disengagement of supported pipe.
- K. Prime coat exposed steel hangers and supports. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
- L. Provide clearance in hangers and from structure and other equipment for installation of insulation.

3.5 INSTALLATION - EQUIPMENT BASES AND SUPPORTS

- A. Provide housekeeping pads of concrete, minimum 3-1/2 inches thick and extending 6 inches beyond supported equipment.
- B. Using templates furnished with equipment, install anchor bolts, and accessories for mounting and anchoring equipment.
- C. Construct supports of steel members, formed steel channel, steel pipe and fittings. Brace and fasten with flanges bolted to structure.

3.6 INSTALLATION - FLASHING

- A. Provide flexible flashing and metal counter-flashing where piping and ductwork penetrate weather or waterproofed walls, floors, and roofs.
- B. Provide acoustical lead flashing around ducts and pipes penetrating equipment rooms for sound control.
- C. Provide curbs for roof installations **14 inches** minimum high above roofing surface. Flash and counter-flash with sheet metal; seal watertight. Attach counter-flashing to equipment and lap base flashing on roof curbs. Flatten and solder joints.
- D. Adjust storm collars tight to pipe with bolts; caulk around top edge. Use storm collars above roof jacks. Screw vertical flange section to face of curb.

3.7 INSTALLATION - SLEEVES

- A. Exterior watertight entries: Seal with mechanical sleeve seals.
- B. Set sleeves in position in forms. Provide reinforcing around sleeves.
- C. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.
- D. Extend sleeves through floors 1 inch above finished floor level. Caulk sleeves.
- E. Where piping or ductwork penetrates floor, ceiling, or wall, close off space between pipe or duct and adjacent work with stuffing insulation and caulk airtight. Provide close fitting metal collar or escutcheon covers at both sides of penetration.

- F. Install chrome plated steel escutcheons at finished surfaces.

3.8 INSTALLATION - FIRESTOPPING

- A. Install material at fire rated construction perimeters and openings containing penetrating sleeves, piping, ductwork, and other items, requiring firestopping.
- B. Apply primer where recommended by manufacturer for type of firestopping material and substrate involved, and as required for compliance with required fire ratings.
- C. Apply firestopping material in sufficient thickness to achieve required fire and smoke rating, to uniform density and texture.
- D. Fire Rated Surface:
 - 1. Seal opening at floor, wall, partition, ceiling, and roof as follows:
 - a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.
 - b. Size sleeve allowing minimum of 1 inch void between sleeve and building element.
 - c. Pack void with backing material.
 - d. Seal ends of sleeve with UL listed fire resistive silicone compound to meet fire rating of structure penetrated.
 - 2. Where cable tray, conduit, wireway, and piping penetrates fire rated surface, install firestopping product in accordance with manufacturer's instructions.
- E. Non-Rated Surfaces:
 - 1. Seal opening through non-fire rated wall, partition floor, ceiling, and roof opening as follows:
 - a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.
 - b. Size sleeve allowing minimum of 1 inch void between sleeve and building element.
 - c. Install type of firestopping material recommended by manufacturer.
 - 2. Install escutcheons, floor plates, or ceiling plates where conduit or piping, penetrates non-fire rated surfaces in occupied spaces. Occupied spaces include rooms with finished ceilings and where penetration occurs below finished ceiling.
 - 3. Exterior wall openings below grade: Assemble rubber links of mechanical sealing device to size of piping and tighten in place, in accordance with manufacturer's instructions.
 - 4. Interior partitions: Seal pipe penetrations at locations where partitions run to structure. Apply sealant to both sides of penetration to completely fill annular space between sleeve and conduit.

3.9 SCHEDULES

- A. Copper and Steel Pipe Hanger Spacing:

PIPE SIZE Inches (mm)	COPPER TUBING MAXIMUM HANGER SPACING Feet (m)	STEEL PIPE MAXIMUM HANGER SPACING Feet (m)	COPPER TUBING HANGER ROD DIAMETER Inches (mm)	STEEL PIPE HANGER ROD DIAMETER Inches (mm)
1/2 (12)	5 (1.5)	7 (2.1)	3/8 (9)	3/8 (9)
3/4 (20)	5 (1.5)	7 (2.1)	3/8 (9)	3/8 (9)
1 (25)	6 (1.8)	7 (2.1)	3/8 (9)	3/8 (9)
1-1/4 (32)	7 (2.1)	7 (2.1)	3/8 (9)	3/8 (9)
1-1/2 (38)	8 (2.4)	9 (2.7)	3/8 (9)	3/8 (9)
2 (50)	8 (2.4)	10 (3)	3/8 (9)	3/8 (9)
2-1/2 (65) (Note 2)	9 (2.7)	11 (3.4)	1/2 (13)	1/2 (13)
3 (75)	10 (3)	12 (3.7)	1/2 (13)	1/2 (13)
4 (100)	12 (3.7)	14 (4.3)	1/2 (13)	5/8 (15)
5 (125)	13 (4)	16 (4.9)	1/2 (13)	5/8 (15)
6 (150)	14 (4.3)	17 (5.2)	5/8 (15)	3/4 (19)
8 (200)	16 (4.9)	19 (5.8)	3/4 (19)	3/4 (19)
10 (250)	18 (5.5)	22 (6.1)	3/4 (19)	7/8 (22)
12 (300)	19 (5.8)	23 (7)	3/4 (19)	7/8 (22)
14 (350)	22 (6.1)	25 (7.6)	7/8 (22)	1 (25)
16 (400)	23 (7)	27 (8.2)	7/8 (22)	1 (25)
18 (450)	25 (7.6)	28 (8.5)	1 (25)	1 (25)
20 (500)	27 (8.2)	30 (9.1)	1 (25)	1-1/4 (32)
24 (600)	28 (8.5)	32 (9.8)	1-1/4 (32)	1-1/4 (32)

B. Plastic and Ductile Iron Pipe Hanger Spacing:

PIPE MATERIAL	MAXIMUM HANGER SPACING Feet	HANGER ROD DIAMETER Inches
ABS (All sizes)	4	3/8
FRP (All Sizes)	4	3/8
Ductile Iron (Note 2)		
PVC (All Sizes)	4	3/8

C. Note 1: Refer to manufacturer’s recommendations for grooved end piping systems.

- D. Note 2: 20 feet maximum spacing, minimum of one hanger for each pipe section close to joint behind bell. Provide hanger at each change of direction and each branch connection. For pipe sizes 6 inches and smaller, subjected to loadings other than weight of pipe and contents, limit span to maximum spacing for water service steel pipe.

END OF SECTION

SECTION 15180

HVAC PIPING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Pipe and pipe fittings.
 - 2. Valves.
 - 3. Piping specialties.
 - 4. HVAC piping specialties.
 - 5. HVAC pumps.
 - 6. Chemical treatment.

PART 2 PRODUCTS

2.1 PIPES AND TUBES

- A. Chilled Water Piping:
 - 1. Steel Pipe: ASTM A53/A53M, Grade B, Schedule 40, black, malleable iron or forged steel fittings, threaded or welded joints.
- B. Equipment Drains and Overflows:
 - 1. Indoors: PVC Pipe: ASTM D1785, Schedule 40, PVC fittings, solvent weld joints. ASTM B88 Type L in HVAC plenum spaces.
 - 2. Outdoors: Copper Tubing: ASTM B88, Type M drawn, cast brass, wrought copper, or mechanically extracted fittings, lead free solder joints.

2.2 VALVES

- A. Gate Valves:
 - 1. Up to 2 inches: Bronze body, bronze trim, non-rising stem, hand wheel, inside screw, double wedge disc, soldered or threaded.
 - 2. Over 2 inches: Iron body, bronze trim, rising stem, hand wheel, OS&Y, solid wedge, flanged or grooved ends.
- B. Globe Valves:
 - 1. Up to 2 Inches: Bronze body, bronze trim, rising stem and hand wheel, inside screw, renewable composition disc, solder or threaded ends, with back seating capacity.
 - 2. Over 2 inches: Iron body, bronze trim, rising stem, hand wheel, OS&Y, plug type disc, flanged ends, renewable seat and disc.
- C. Ball Valves:

1. Up to 2 inches: Bronze or stainless steel one piece body, chrome plated brass ball, teflon seats and stuffing box ring, lever handle, solder or threaded ends.
2. Over 2 inches: Cast steel flanged body, chrome plated steel ball, Teflon seat and stuffing box seals and lever handle.

D. Plug Valves:

1. Up to 2 inches: Bronze body, bronze tapered plug, non-lubricated, Teflon packing, threaded ends.
2. Over 2 inches: Cast iron body and plug, pressure lubricated, Teflon packing, flanged ends.

E. Butterfly Valves:

1. Up To 2 inches: Bronze body, stainless steel disc, resilient replaceable seat, threaded ends, extended neck, 10-position lever handle.
2. Over 2 inches: Iron body, chrome plated iron disc, resilient replaceable seat, wafer or lug ends, extended neck, 10 position lever handle.

F. Swing Check Valves:

1. Up to 2 inches: Bronze body and swing disc, solder or threaded ends.
2. Over 2 inches: Iron body, bronze trim, swing disc, renewable disc and seat, flanged ends.

G. Spring Loaded Check Valves:

1. Iron body, bronze trim with threaded, wafer or flanged ends and stainless steel spring with renewable composition disc.

H. Relief Valves:

1. Bronze body, Teflon seat, stainless steel stem and springs, automatic, direct pressure actuated capacities ASME certified and labeled.

2.3 PIPING SPECIALTIES

A. Flanges, Unions, and Couplings:

1. Pipe Size 2 inches and Under: Malleable iron unions for threaded ferrous piping; bronze unions for copper pipe, soldered joints.
2. Pipe Size Over 2 inches: Forged steel flanges for ferrous piping; bronze flanges for copper piping; preformed neoprene gaskets.
3. Grooved and Shouldered Pipe End Couplings: Malleable iron housing, C-shape elastomer composition sealing gasket, steel bolts, nuts, and washers.
4. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

B. Strainers:

1. Size 2 inches and Under: Threaded brass or iron body for 175 psig working pressure, Y pattern with 1/32 inch stainless steel perforated screen.
2. Size 2-1/2 inch to 4 inch: Flanged iron body for 175 psig working pressure, Y pattern with 3/64 inch stainless steel perforated screen.
3. Size 5 inch and Larger: Flanged iron body for 175 psig working pressure, basket pattern with 1/8 inch stainless steel perforated screen.

- C. Flexible Connectors:
 - 1. Corrugated stainless steel hose with single layer of stainless steel exterior braiding, minimum 9 inches long with copper tube ends; for maximum working pressure 300 psig.

- D. Air Vents:
 - 1. Manual Type: Short vertical sections of 2 inch diameter pipe to form air chamber, with 1/8 inch brass needle valve at top of chamber.
 - 2. Float Type: Brass or semi-steel body, copper, polypropylene, or solid non-metallic float, stainless steel valve and valve seat; suitable for system operating temperature and pressure; with isolating valve.

- E. Pipe Expansion Compensation Devices:
 - 1. Two-ply Bronze Bellows Type:
 - a. Construction: Bronze with anti-torque device, limit stops, internal guides.
 - b. Pressure Rating: 125 psig WSP and 400 degrees F.
 - c. Joint: As specified for pipe joints.
 - d. Size: Use pipe sized units.
 - e. Application: Copper piping.
 - 2. Low Pressure Compensators with two-ply Bronze Bellows:
 - a. Working Pressure: 75 psig.
 - b. Maximum Temperatures: 250 degrees F.
 - c. Joint: Soldered.
 - d. Size: Use pipe sized units.
 - e. Application: Copper or steel piping 2 inch and under.
 - 3. Pipe Alignment Guides: Two piece welded steel with enamel paint, bolted, with spider to fit standard pipe, frame with four mounting holes, clearance for minimum 1 inch thick insulation, minimum 3 inch travel.

- F. Pressure Gages:
 - 1. Gage: ASME B40.1, with bourdon tube, rotary brass movement, brass socket, front calibration adjustment, black scale on white background.
 - a. Case: Steel or cast aluminum.
 - b. Bourdon Tube: Brass.
 - c. Dial Size: 4 inch diameter.
 - d. Scale: Psi.

- G. Thermometers:
 - 1. Stem Type Thermometer: ASTM E1, adjustable angle, red appearing mercury, lens front tube, cast aluminum case with enamel finish, cast aluminum adjustable joint with positive locking device.
 - a. Size: 9 inch scale.
 - b. Window: Clear glass.
 - c. Stem: Brass.
 - d. Accuracy: 2 percent.
 - e. Calibration: Degrees F.

2.4 HVAC PIPING SPECIALTIES

A. Expansion Tanks:

1. Construction: Closed, welded steel, ASME tested and labeled, 100 psig rating; cleaned, prime coated, and supplied with steel support saddles; with taps for installation of accessories.
2. Gage Glass Set: Brass compression stops, guard, and 3/4 inch glass.
3. Automatic Cold Water Fill Assembly: Pressure reducing valve, reduced pressure double check back flow preventor, test cocks, strainer, vacuum breaker, and by-pass with valves.

B. Air Separators:

1. In-Line Air Separators: Cast iron for sizes 1-1/2 inch and smaller, or steel for sizes 2 inch and larger; ASME tested and stamped; for 125 psig operating pressure.

2.5 HVAC PUMPS

A. Base Mounted Pumps:

1. Type: Horizontal shaft, single stage, direct-connected. Radially or horizontally split casing, for 125 psig maximum working pressure.
2. Construction: Cast iron casing with suction and discharge gage ports, renewable bronze casing wearing rings, seal flush connection, drain plug, flanged suction and discharge, bronze, fully enclosed impeller keyed to shaft, oil lubricated roller or ball bearings, seal; flexible coupling with guard.
3. Baseplate: Cast iron or fabricated steel with integral drain rim.

2.6 CHEMICAL TREATMENT

A. System Cleaner: Liquid alkaline compound with emulsifying agents and detergents.

B. Closed System Treatment (Water):

1. Sequestering agent to reduce deposits and adjust pH.
2. Corrosion inhibitors.
3. Conductivity enhancers.

C. By-pass (Pot) Feeder: size per manuf. system requirements, with quick opening cap.

PART 3 EXECUTION

3.1 EXAMINATION

- #### A. Verify excavations are to required grade, dry, and not over-excavate.

3.2 PREPARATION

- #### A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

- B. Remove scale and dirt, on inside and outside piping before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

3.3 INSTALLATION - INSERTS

- A. Install inserts for placement in concrete forms.
- B. Install inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
- C. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches.
- D. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
- E. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut recessed into and grouted flush with slab.

3.4 INSTALLATION - PIPING SYSTEMS

- A. Install dielectric connections wherever jointing dissimilar metals.
- B. Install unions downstream of valves and at equipment or apparatus connections.
- C. Route piping parallel to building structure and maintain gradient.
- D. Install piping to maintain headroom. Group piping to conserve space. Group piping whenever practical at common elevations.
- E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- F. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.
- G. Sleeve pipe passing through partitions, walls and floors.
- H. Install piping system allowing clearance for installation of insulation and access to valves and fittings.
- I. Install identification on piping systems including underground piping. Refer to Section 15051.
- J. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

3.5 INSTALLATION - VALVES

- A. Install valves with stems upright or horizontal, not inverted.
- B. Install gate or ball valves for shut-off and to isolate equipment, part of systems, or vertical risers.
- C. Provide lug end butterfly valves adjacent to equipment when functioning to isolate equipment.
- D. Install spring loaded check valves on discharge of pumps.
- E. Install plug valves for throttling service. Install non-lubricated plug valves only when shut-off or isolating valves are also installed.
- F. Install 3/4 inch ball drain valves at main shut-off valves, low points of piping, bases of vertical risers, and at equipment. Pipe to nearest drain.

3.6 INSTALLATION - PIPING SPECIALTIES

- A. Install one pressure gage for each pump, locate taps before strainers and on suction and discharge of pump; pipe to gage.
- B. Install pressure gages with pulsation dampers. Provide needle valve or ball valve to isolate each gage. Extend nipples to allow clearance from insulation.
- C. Install thermometers in piping systems in sockets in short couplings. Enlarge pipes smaller than 2-1/2 inches for installation of thermometer sockets. Allow clearance from insulation.
- D. Install gages and thermometers in locations where they are easily read from normal operating level. Install vertical to 45 degrees off vertical.
- E. Adjust gages and thermometers to final angle, clean windows and lenses, and calibrate to zero.
- F. Install manual air vents at system high points.
- G. For automatic air vents in ceiling spaces or other concealed locations, install vent tubing to nearest drain.
- H. Install air separator on suction side of system circulation pump and connect to expansion tank.
- I. Provide drain and hose connection with valve on strainer blow down connection.
- J. Pipe relief valve outlet to nearest floor drain.

3.7 INSTALLATION - HEATING AND COOLING PIPING

- A. Install piping in accordance with ASME B31.1, B31.9.
- B. Slope piping and arrange systems to drain at low points. Use eccentric reducers to maintain top of pipe level.
- C. Support tanks inside building from building structure.
- D. Install relief valves on pressure tanks, and expansion tanks.
- E. Select system relief valve capacity greater than make-up pressure reducing valve capacity. Select equipment relief valve capacity to exceed rating of connected equipment. Install piping from relief valve outlet to nearest floor drain.
- F. Support piping adjacent to pump so no weight is carried on pump casings. For close coupled or base mounted pumps, install supports under elbows on pump suction and discharge line sizes 4 inches and over.
- G. Install line size shut-off valve and strainer on pump suction. Install line size check valve, on pump discharge.
- H. Install air cock and drain connection on horizontal pump casings. Install drain piping for bases and seals, piped to and discharging into floor drains. Lubricate pumps before start-up.
- I. Install close coupled and base mounted pumps on concrete base, with anchor bolts, set and level, and grout in place.
- J. Install bypass feeder for chilled water, and glycol systems. Install across pump with flow from pump discharge to pump suction from pump taps.
- K. Cleaning:
 - 1. After completion, fill, start, and vent prior to cleaning. Use water meter to record capacity in each system. Place terminal control valves in open position during cleaning.
 - 2. Add cleaner to closed systems at concentration as recommended by manufacturer.
 - 3. Chilled Water Systems: Circulate for 48 hours, then drain. Refill with clean water, circulate for 24 hours, then drain. Refill with clean water. Repeat until system cleaner is removed.
 - 4. Flush open systems with clean water for one-hour minimum. Drain completely and refill.
 - 5. Remove, clean, and replace strainer screens. Disassemble system components to inspect and remove sludge. Flush low points with clean water after cleaning process is completed.

SECTION 15620
AIR COOLED CHILLERS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes packaged air cooled scroll chillers.

1.2 SUBMITTALS

- A. Product Data: Submit capacities, components, weights and loads, equipment required for complete system, suggested structural steel supports.
- B. Manufacturer's Installation Instructions: Submit relevant instruction.
- C. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Submit relevant data.

1.4 QUALITY ASSURANCE

- A. Conform to ARI 550/590 code for testing and rating of reciprocating scroll water chillers.
- B. Performance Ratings: Coefficient of Performance (COP) and Integrated Part-Load Value (IPLV) not less than prescribed by ASHRAE 90.1.
- C. Conform to ASHRAE 15 code for construction and operation of chillers.

1.5 WARRANTY

- A. Furnish ten year manufacturer warranty for complete chiller package.

1.6 MAINTENANCE SERVICE

- A. Furnish service and maintenance of chillers for one year from Date of Substantial Completion.
- B. Examine unit components quarterly. Clean, adjust, and lubricate equipment.
- C. Include systematic examination, adjustment, and lubrication of unit, including controls checkout and adjustments. Repair or replace parts in accordance with manufacturer's operating and maintenance data. Use parts produced by manufacturer of original equipment.

- D. Perform work without removing units from service during building normal occupied hours.
- E. Provide emergency call back service during working hours for this maintenance period.
- F. Maintain locally, adequate stock of parts for replacement or emergency purposes. Have personnel available to ensure fulfillment of this maintenance service, without unreasonable loss of time.
- G. Perform maintenance work using competent and qualified personnel under supervision and in direct employ of manufacturer or original installer.
- H. Do not assign or transfer maintenance service to agent or subcontractor without prior written consent of Owner.

PART 2 PRODUCTS

2.1 PACKAGED CHILLERS

- A. Acceptable Manufacturers: Carrier, Trane, York, Daikin-Mcquay, Multistack
- B. Factory assembled and tested air cooled liquid chillers consisting of compressors, condensers, evaporator, thermal expansion valves, refrigeration accessories, and control panel in accordance with ARI 550/590.
- C. Hermetic Scroll Compressors:
 - 1. Unit: Direct drive, hermetic, 3600 RPM, fixed compression, scroll motor-compressor with control panel.
 - 2. Features: Centrifugal oil pump, sump oil heater, oil level sight glass, oil charging valve, two point lubrication for each motor bearing, flooded lubrication for journal and thrust bearings.
 - 3. Motor: Suction gas cooled, hermetically sealed, squirrel cage induction.
 - 4. Compressors shall be mounted on rubber in shear vibration isolators.
 - 5. Staging of compressors shall provide unloading capability. Digital compressor unloading control shall be available as an option.
- D. Evaporator:
 - 1. Shall be single-pass, ANSI type 316 stainless steel, brazed plate construction.
 - 2. Test, refrigerant side for min. 450 psig working pressure and water side for 150 psig working pressure, in accordance with ASME Section VIII.
 - 3. Insulate with 3/4-in. closed-cell, polyvinyl-chloride foam with a maximum K factor of 0.27.
 - 4. Unit shall incorporate multiple refrigeration circuits on units above 30 tons nominal capacity.
 - 5. Cooler shall have factory-installed heater, to protect cooler from ambient temperature freeze down to -20 F for 60 Hz applications.
 - 6. Unit shall be provided with a factory-installed flow switch.
 - 7. All connections shall use standard Victaulic-type fittings.

8. Cooler fluid inlet line shall have a 40 mesh strainer just ahead of the cooler.
 9. Furnish water drain connection and thermometer wells for temperature controller and low temperature cutout.
- E. Condenser coils, fans and motors:
1. Coils: Aluminum fins bonded to copper tubing. Air test to 650 psig, and vacuum dehydrate. Seal with holding charge of nitrogen.
 2. Coil Guard: Louvered.
 3. Coils shall consist of a two-pass arrangement. Coil construction shall consist of aluminum alloys for fins, tubes, and manifolds in combination with a corrosion-resistant coating.
 4. Vertical direct driven propeller type condenser fans with fan guard on discharge, equipped with roller or ball bearings with grease fittings extended to outside of casing. Provide sound blankets around each compressor in conjunction with low-sound fans to provide significant chiller sound reduction.
 5. Weatherproof motors suitable for outdoor use, single phase permanent split capacitor or 3 phase, with permanent lubricated ball bearings and built-in thermal overload protection.
- F. Refrigerant Circuits, with each having:
1. Liquid line solenoid valve.
 2. Filter dryer (replaceable core type).
 3. Liquid line sight glass and moisture indicator.
 4. Thermal expansion for maximum operating pressure.
 5. Charging valve.
 6. Insulated suction line.
 7. Discharge line check valve.
 8. Compressor discharge service valve.
 9. Pressure relief device.
- G. Controls:
1. Locate control panel on chiller, mount steel control panel with NEMA 250 Type 3R enclosure, containing starters, power and control wiring, factory wired with single point power connection.
 2. Furnish each compressor with starter, non-recycling compressor overload, starter relay, and control power transformer or terminal for control power. Furnish manual reset, current overload protection.
 3. Furnish on control panel face:
 - a. Compressor, run lights.
 - b. System start-stop switch.
 - c. Control power fuse of circuit breaker.
 - d. Compressor lead-lag switch.
 - e. Demand limit switch.
 4. Furnish safety controls with indicators arranged so any one shuts down machine and requires manual reset:
 - a. Low chilled water temperature switch.
 - b. High discharge pressure switch.
 - c. Low suction pressure switch.

- d. Oil pressure switch.
 - e. Flow switch in chilled water piping.
 - f. Flow switch in condenser water piping.
 - g. Relay for remote mounted emergency shutdown.
- H. Furnish operating controls:
- 1. Multi-step chilled water temperature controller cycling compressor and activating capacity controls.
 - 2. Unit shall be equipped with factory or field-installed, microprocessor-controlled, hot gas bypass that shall permit unit operation down below the minimum standard step of capacity. Option not available on sizes 010 and 015 or on any application with a leaving fluid temperature below 35 F (2 C). Option and accessory not available on units with the digital compressor option.
 - 3. Five minute off timer prevents compressor from short cycling.
 - 4. Unit shall be capable of operating down to –20 F with the addition of the field or factory-installed solid-state motor controls with condenser coil temperature sensor. In addition, adequate field-supplied antifreeze with suitable corrosion inhibitor protection shall be field-installed in the evaporator circuit. Additional components shall be required and used in conjunction with the low ambient device. Components include field-installed wind baffles.
 - 5. Furnish thermostat to cycle fan motors in response to outdoor ambient temperature.
 - 6. Furnish head pressure switch to cycle fan motors in response to refrigerant condensing pressure.
 - 7. Furnish solid state control to vary speed of condenser fan motor(s) in response to refrigerant condensing pressure.
 - 8. Furnish electronic low ambient control to maintain constant refrigerant condensing pressure.
 - 9. Load limit thermostat to limit compressor loading on high return water temperature.
 - 10. Three phase monitor to protect unit by stopping compressor on phase loss, phase reversal, phase unbalance, or under voltage.
 - 11. Hot gas bypass sized for minimum compressor loading, bypasses hot refrigerant gas to evaporator.
 - 12. Cycle counter and operating hour meter.
 - 13. Furnish factory installed communication capability with a BACNet MS/TP network. This allows integration with a BACNet BAS.
- I. Furnish alarm package with test button and indicating lights showing control circuit is energized and compressor is running. Furnish audible alarm and indication light upon detection of compressor malfunction, low chilled water temperature, or evaporator water flow failure.
- J. For multiple units, furnish remote mounted sequence panel to allow operation in parallel with lead-lag switching.

2.2 ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Requirements for electrical characteristics: See Div. 16.

- B. Disconnect Switch: Factory mount disconnect switch on equipment unless disconnect is already provided by others.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Coordinate connection of electrical wiring between starter and chiller control panel, oil pump, and purge unit.
- B. Install chiller units on open spring vibration isolators sized by manufacturer.
- C. Install on concrete foundations or otherwise as shown on plans.
- D. Connect to chilled water piping. Install all accessories.
- E. Arrange piping for easy dismantling to allow tube cleaning.
- F. Insulate evaporator and cold surfaces.
- G. Furnish service of factory trained representative for period of 2 days to supervise testing, dehydration and charging of chiller; start-up, and instruction on operation and maintenance to Owner.
- H. Furnish initial charge of refrigerant and oil.

END OF SECTION

SECTION 15700
HVAC INSULATION

PART 1 GENERAL

1.1 GENERAL

- A. Section 15010 applies.

PART 2 PRODUCTS

2.1 BASIS OF DESIGN

- A. Manufacturers shown below as Basis of Design
1. Acceptable Manufacturers for Glass Fiber and Mineral Fiber Insulation Products:
CertainTeed, Knauf, Johns Manville, Owens-Corning.
 2. Acceptable Manufacturers for Closed Cell Elastomeric Insulation Products:
Aeroflex Aerocell, Armacell Armaflex, Nomaco K-flex.

2.2 DUCT INSULATION

- A. Supply, Return, Exhaust, and Outdoor Ventilation Ducts
1. Duct liner: ASTM C1071, Type I, flexible, glass fiber duct liner with 100% coated air side. Minimum density 1.5 lb/ft³.
 2. Externally insulated: All sheet metal supply, return, and outdoor ventilation ducts shall be insulated on the outside with a Formaldehyde-free, flexible glass fiber blanket. Insulation shall have a minimum installed R-value of R-6 and have a Type 75 facing. Insulation shall be provided with a factory-applied facing with a composite UL HFC rating of 25/50. Basis of Design: Johns-Manville Microlite XG Formaldehyde-free Fiber Glass Duct Wrap.
 3. All supply, return, and outdoor ventilation air ducts shall be completely insulated on the outside.
 4. Exhaust ducts shall be insulated within 10 feet of exterior openings.
 5. Duct shown as internally lined shall be also externally insulated as needed to bring total R-value to required level.

2.3 PIPE INSULATION

- A. Chilled Water Piping
1. ASTM C547, molded glass fiber pipe insulation.
 2. Thermal Conductivity: 0.23 at 75 degrees F.
 3. Operating Temperature Range: 0 to 850 degrees F.
 4. Vapor Barrier Jacket: ASTM C1136, Type I, factory applied reinforced foil kraft with self-sealing adhesive joints.
 5. Jacket Temperature Limit: minus 20 to 150 degrees F.
 6. Thickness: 1-1/2" for all pipe sizes.
 7. Piping & insulation outside the building shall be covered with metal jacketing.

- B. Condensate Piping
 - 1. ASTM C534, Type I, flexible, closed cell elastomeric insulation, tubular.
 - 2. Thermal Conductivity: 0.27 at 75 degrees F.
 - 3. Operating Temperature Range: Range: Minus 70 to 180 degrees F.
 - 4. Thickness: 1/2" thickness for all pipe sizes.

PART 3 EXECUTION

3.1 INSTALLATION – DUCT SYSTEMS

- A. Verify all surfaces are clean and dry before applying insulation.
- B. Butt joints of insulation together to obtain total coverage. Do not compress the insulation. Tape all joints.
- C. Mechanical fasteners: weld or adhesive applied pins shall be used to secure insulation to bottom of ducts 20" wide or wider. Install 18" on centers, both directions.
- D. Place holding washers over weld pins firmly, do not compress insulation, clip of excessive length of pin, cover with 4" length of tape.
- E. Where 2" flaps are provided, use adhesive to obtain full 2" coverage in lieu of tape.
- F. Repair breaks, holes, and perforations to full thickness flush with adjoining surface, with new sections if large, with tape on small areas so that 2" of tape or replacement foil-kraft project away from the imperfection.
- G. Insulation on round ducts may be wired in place with soft monel wire, 12" O.C., with joints taped and vapor sealed.
- H. Cover flexible equipment connections on air conditioning units with specified supply/return duct insulation. Lap connection 6" and secure 2" edge flap with adhesive.

3.2 INSTALLATION – PIPING SYSTEMS

- A. Verify piping has been tested before applying insulation materials. Verify surfaces are clean and dry, with foreign material removed. Piping Exposed to View in Finished Spaces: Locate insulation and cover seams in least visible locations.
- B. Continue insulation through penetrations of building assemblies or portions of assemblies having fire resistance rating of one hour or less. Provide intumescent firestopping when continuing insulation through assembly. Finish at supports, protrusions, and interruptions.
- C. Piping Systems Conveying Fluids Below Ambient Temperature:
 - 1. Insulate entire piping system including fittings, valves, unions, flanges, strainers, flexible connections, and expansion joints.
 - 2. Furnish factory-applied or field-applied vapor retarder jackets. Secure factory-applied jackets with pressure sensitive adhesive self-sealing longitudinal laps and butt strips. Secure field-applied jackets with outward clinch expanding staples and seal staple penetrations with vapor retarder mastic.
 - 3. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor retarder adhesive or PVC fitting covers.
- D. Inserts and Shields:
 - 1. Piping 1-1/2 inches Diameter and Smaller: Install steel shield between pipe hanger and insulation.
 - 2. Piping 2 inches Diameter and Larger: Install insert between support shield and piping and under finish jacket.
 - a. Insert Configuration: Minimum 6 inches long, of thickness and contour matching adjoining insulation; may be factory fabricated.

- b. Insert Material: Compression resistant insulating material suitable for planned temperature range and service.
 - 3. Piping Supported by Roller Type Pipe Hangers: Install galvanized steel shield between roller and inserts.
- E. Condensate Piping: Insulate entire piping system and components inside the building space to prevent condensation.
- F. Closed Cell Elastomeric Insulation:
 - 1. Push insulation on to piping, miter joints at elbows.
 - 2. Seal seams and butt joints with manufacturer's recommended adhesive.
 - 3. When application requires multiple layers, apply with joints staggered.
 - 4. Insulate fittings and valves with insulation of like material and thickness as adjacent pipe.
- G. Refrigeration suction piping shall be insulated through pipe clamps and hangers, provide insulation shields when insulation passes through clamps and hangers.
- H. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces: Finish with PVC jacket and fitting covers. Labels on exterior covers should be oriented so as to be easily readable and shall have directional flow arrows.
- I. Buried Piping: Insulate only where insulation manufacturer recommends insulation product may be installed in trench, tunnel or direct buried. Install factory fabricated assembly with inner all-purpose service jacket with self-sealing lap, and asphalt impregnated open mesh glass fabric, with 1 mil thick aluminum foil sandwiched between three layers of bituminous compound; outer surface faced with polyester film.

END OF SECTION

SECTION 15850

AIR DISTRIBUTION

PART 1 GENERAL

1.1 GENERAL

- A. Section 15010 is applicable.

1.2 BASIS OF DESIGN

- A. Acceptable manufacturers for products specified under this section are listed below.
 1. Flexible duct: Thermaflex, Flexmaster, Clecon
 2. Flexible equipment connections: Durodyne, Ventafabrics
 3. Volume control dampers: Ruskin, Greenheck, Nailor, United, Price
 4. Fire/Smoke dampers: Ruskin, Greenheck, Nailor, United
 5. Air diffusers and grilles: Price, Titus, Nailor, Metalaire

1.3 PRESSURE

- A. All new supply, return, outdoor air, and exhaust air ducts are to be STD, 1” static pressure type, class “A” seal, ASHRAE/SMACNA.
- B. New duct work upstream of terminal units shall be rated for 3” static pressure, class “A” seal, ASHRAE/SMACNA.

PART 2 PRODUCTS

2.1 METAL DUCTWORK

- A. Duct work shall be rectangular, oval, or round as shown on plans, and shall be fabricated from ASTM A653/A653M galvanized steel sheet, lock-forming quality. All fasteners shall be galvanized steel.
- B. Fabricate and support rectangular ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- C. Fabricate and support round ducts with longitudinal seams in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible (Round Duct Construction Standards). Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
 1. Construct T's, bends, and elbows with minimum radius 1-1/2 times centerline duct width. Where not possible and where rectangular elbows are used, provide turning vanes. Where acoustical lining is indicated, furnish turning vanes of perforated metal with glass fiber insulation.

2. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
3. Fabricate continuously welded round and oval duct fittings two gages heavier than duct gages indicated in SMACNA Standard. Minimum 4 inch cemented slip joint, brazed or electric welded. Prime coat welded joints.
4. Provide standard 45-degree branch takeoffs per plans. When space does not allow 45-degree lateral wye takeoff, use 90-degree conical tee connections.
5. Seal ducts to ASHRAE/SMACNA Class A standard. No cloth duct tape will be allowed.

2.2 FLEXIBLE DUCTWORK

- A. Flex ducts connections are for connecting round galvanized duct to air distribution devices. Maximum allowed length of any flex duct section shall be 5'-0". Flex duct shall be two ply vinyl film supported by helical wound spring steel wire; fiberglass insulation; vapor barrier film. Minimum R-6, max velocity 4000 fpm, pressure ranging 10 iwg positive and 1 iwg negative. Temperature rating -20 degrees F to 200 degrees F. Basis of design is Thermaflex MK-E.

2.3 FLEXIBLE EQUIPMENT CONNECTIONS

- A. Flexible connections shall be used for all duct connections to HVAC equipment and fans. Flexible connections shall be per SMACNA chapter 7, Figure 7-7 and 7-8. Flexible material for indoor installation shall be airtight heavy glass fabric, double coated with neoprene.

2.4 VOLUME CONTROL DAMPERS

- A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated on Drawings.
- B. Fabricate splitter dampers of material matching duct gage to 24 inches size in each direction, and two gages heavier for larger sizes. Secure with continuous hinge or rod. Operate with minimum 1/4 inch diameter rod.
- C. Fabricate single blade dampers for duct sizes to 12 x 30 inch. Fabricate multi-blade damper of opposed blade pattern with maximum blade sizes 8 x 72 inch. Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.
- D. Furnish locking, indicating quadrant regulators on single and multi-blade dampers with 2" standoff brackets. Where width exceeds 30 inches, furnish regulator at both ends.

2.5 FIRE DAMPERS

- A. Damper shall be UL 555 listed and labeled as a 1-1/2 hour static fire damper. UL approved for dual directional air flow. Integral Sleeve Frame: Minimum 20 gage by 12 inches roll formed, galvanized steel. Apply factory sealant to dampers in HVAC systems with pressures to maximum 4 inches wg. Mill galvanized finish.
 1. Blades:

- a. Style: Curtain type, out of airstream.
 - b. Action: Spring or gravity closure upon fusible link release.
 - c. Orientation: Horizontal or vertical as indicated on plans.
 - d. Material: Minimum 24 gage roll formed, galvanized steel.
 2. Closure Springs: Type 301 stainless steel, constant force type, if required.
 3. Temperature Release Device: fusible link, 165 degrees F.
- B. Type “B” fire dampers shall have no less than 90% free area, shall have 160 degree F fusible link, and integral 12” long 20 gauge integral sleeve and preformed picture frame mounting angles. Basis of design is Ruskin IBD2 Style B.
- C. For applications where damper is in wall without interconnecting duct, or where noted as such, damper frame shall be size shown on drawing and shall be type A.
- D. For applications where damper is in wall with a grille on both sides or on one side, use thin line type A damper, Ruskin IBDT or approved manufacturer listed above.
- E. Provide hinged, insulated access panels with part turn latches in ductwork to all fire dampers where access is not otherwise possible. Duct access panels shall be insulated and stenciled “F.D.” with 2” high black letters on light surfaces, light letters on dark surfaces.
- F. Picture Frame Mounting Angles:
1. One-piece, roll formed retaining angles 1-1/2 x 1-1/2 inches.
 2. Factory matched and shipped attached to damper.

2.6 TURNING DEVICES AND EXTRACTORS

- A. Multi-blade device with blades aligned in short dimension; steel or aluminum construction; with individually adjustable blades, mounting straps.
- B. Multi-blade device with radius blades attached to pivoting frame and bracket, steel or aluminum construction, with push-pull operator strap.

2.7 INSPECTION PANELS

- A. Inspection panels shall be installed in plenums and ductwork in order to facilitate inspection of filters, fans, dampers, and coils. Panels into spaces large enough for a person to enter shall be 24”x24” minimum. Panels into smaller spaces shall be 12”x12” minimum. Panels in insulated metal duct shall be 22 gauge galvanized frame with 24 gauge galvanized steel door panel and shall be gasketed, double wall insulated with 1” fiberglass insulation. Panels shall be piano hinged on one side with galvanized cam lock on the other. Inspection panels with sheet metal screw fasteners are not acceptable.

2.8 AIR OUTLETS AND INLETS

- A. Air diffusers and grilles are scheduled on the plans. No on-board dampers shall be allowed for ceiling mounted diffusers and grilles. Dampers should be purchased and installed separately at the point of each branch take-off from trunk ducts.

2.9 FILTERS

- A. Normal operating filters for all systems shall be disposable pleated media type filter of a size standard for the unit(s) installed.
- B. Construction phase filters shall be dry fiberglass media, double wall box panel type, of a size standard for the unit(s) installed. Only construction phase filters shall be used during construction, and normal operating filters shall be installed by contractor after final punch-out. Construction phase filters shall be checked regularly as the project progresses and changed as needed. Units shall not be run without filters.
- C. For projects with DDC systems, dirty filter switches shall be installed on equipment filters to indicate, through the DDC, when these filters are dirty.

2.10 ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Electrical characteristics of powered equipment are shown on the Div. 16 plans.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify sizes of equipment connections before fabricating transitions.
- B. Verify rated walls are ready for fire damper installation.
- C. Verify ducts and equipment are ready for installation and accessories.
- D. Check location of air outlets and inlets and make necessary adjustments in position to conform to architectural features, symmetry, and lighting arrangement.

3.2 FIRE DAMPERS

- A. Install fire dampers at locations shown on drawings. Installation of fire dampers shall comply with SMACNA Fire, Smoke, and Radiation Damper Installation Guide for HVAC systems.
 - 1. Basic installation Figure 1
 - 2. Breakaway connections Figure 2
 - 3. Specific Installation Figure 5
 - 4. Damper out of wall Figure 12
 - 5. Opening protection Figure 15
- B. Fire damper openings in metal stud walls shall be internally framed on four sides from vertical members for rigid support of opening with internal gypsum board liner per SMACNA installation guide or manufacturer's guidelines for installation in metal stud walls.

3.3 METAL DUCTS

- A. Install in accordance with SMACNA Duct Construction Standards – Metal and Flexible, for pressures and seal as specified herein.
- B. During construction install temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.

3.4 FLEXIBLE DUCTS

- A. Flex duct connections shall be made with a band on inner liner and another band to secure vapor jacket. Max length of any flexible duct section is 5'-0". Tape all loose ends with foil tape, no cloth duct tape is allowed.

3.5 FLEXIBLE EQUIPMENT CONNECTIONS

- A. Install on inlets and outlets of all powered equipment prior to any duct hangers. Manufacturer shall provide with equipment where option is available. Install connecting duct in a straight line with equipment connection, and prevent flexible connection from being in tension while equipment is running.

3.6 DUCT SMOKE DETECTORS

- A. Shall be provided and wired by Division 16, installed in duct by Division 15.

3.7 FILTERS

- A. Prevent passage of unfiltered air around filters by installing felt, rubber, or neoprene gaskets.
- B. Install filter gage static pressure tips upstream and downstream of filters. Mount filter gages on outside of filter housing or filter plenum, in accessible position. Adjust and level.

3.8 INSPECTION PANELS

- A. Install inspection panels at the following locations and as indicated on drawings:
 - 1. Before and after each automatic control damper.
 - 2. Before and after each fire, smoke, and/or combination fire and smoke damper.
- B. Access Door Sizes: Install minimum 12 x 12 inch size for hand access, 18 x 18 in. size for shoulder access. Review locations prior to fabrication.
 - 1. Mark access doors for fire and smoke dampers on outside surface, with minimum 2 in. high letters reading: FIRE/SMOKE DAMPER, SMOKE DAMPER, OR FIRE DAMPER.

3.9 AIR DIFFUSERS AND GRILLES

- A. Install balancing dampers for diffusers and grilles at branch take-off from main trunk, no dampers allowed on-board diffusers or grilles unless explicitly specified on plans. Do not install manual volume dampers next to grilles unless required by field conditions.

- B. Do not locate air registers, diffusers or grilles in floors of toilet or bathing rooms.
- C. Paint ductwork, cans, and plenums visible behind air outlets and inlets matte black.
- D. Install safety screen where fan inlet or outlet is exposed.

END OF SECTION

SECTION 15950

TESTING, ADJUSTING, AND BALANCING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Testing, adjusting, and balancing of air systems.
 - 2. Testing, adjusting, and balancing of water systems.
- B. The Contractor shall obtain the services of an independent test, adjustment, and balance (TAB) agency to test, adjust, and balance:
 - 1. Each supply, return, exhaust, relief, and outdoor air distribution systems.
- C. The Contractor and the TAB Agency shall review the proposed system installations and determine all measuring and balancing devices required for proper test and balance of the systems. These shall include, but not be limited to, manual air volume balancing dampers, etc. The Contractor shall be responsible for providing these in the locations recommended by the TAB Agency, in addition to any shown on the drawings. These devices shall be provided under the Contract.
- D. Instruments used for testing and balancing shall have been calibrated within a period of six months of the time of the testing and balancing and such instruments shall be checked for accuracy prior to the start of the work. Submit verification for certification to the Architect and the Owner.
- E. Perform Work in accordance with AABC National Standards, latest addition. TAB shall include all equipment and distribution systems and shall be reported, as a minimum, on forms as published by the AABC, NEBB, or approved equal. Report shall include a diagram(s) of each system showing all devices in the system.
- F. The TAB Agency shall, unless approved by the Owner, be an AABC or NEBB member and the work shall be done by an AABC or NEBB certified TAB Technician and Commissioning Agent.
- G. All corrections required by the report shall be executed by the Contractor to the satisfaction of the Owner, Architect, Engineer, and TAB agency. All costs associated with testing and balancing, as well as costs of any necessary re-testing, shall be borne by the Contractor.
- H. Testing and Balancing Agency shall be kept informed of any major changes made to the systems during construction, and shall be provided with a complete set of contract documents, as-built drawings, approved submittals, applicable specification sections, addenda and change orders.

1.2 SUBMITTALS

- A. Draft Reports: Submit for review prior to final acceptance of Project.

- B. Test Reports: Submit prior to final acceptance of Project and for inclusion in operating and maintenance manuals. Assemble in soft cover, letter size, 3-ring binder, with table of contents page and tabs, and cover identification. Include reduced scale drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.

PART 2 EXECUTION

2.1 EXAMINATION

- A. Before starting work, verify systems are complete and operable.
- B. The TAB Agency shall check refrigerant superheat settings.
- C. The TAB Agency shall test drain pans for proper drainage under operating conditions.
- D. Report defects, deficiencies, or abnormal conditions in mechanical systems preventing system balance to Owner, Architect, and Engineer.
- E. Beginning of work means acceptance of existing conditions.

2.2 INSTALLATION TOLERANCES

- A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.
- B. Air Outlets and Inlets: Adjust to within plus or minus 10 percent of design.

2.3 AIR SYSTEM PROCEDURE

- A. Examine all air handling systems to see that they are free from obstructions that may prevent proper balancing of system.
- B. Ensure that all dampers, grilles, and registers are open or in normal positions, that moving equipment is lubricated, filters are installed and clean, and perform other inspection and maintenance activities to ensure that the operation of the system is as specified.
- C. Adjust air handling and distribution systems to deliver design supply, return, and exhaust air quantities within previously stated tolerances.
- D. Make air quantity measurements in ducts by traverse of entire cross sectional area of duct.
- E. Measure air quantities at air inlets and outlets.
- F. Use volume control devices to regulate air quantities only to extent those adjustments do not create objectionable air motion or sound levels. Change volume using dampers mounted in ducts, not dampers on ceiling diffusers. Leave dampers on ceiling diffusers open for seasonal adjustment by Owner.
- G. Vary total system air quantities by adjustment of fan speeds. Vary branch air quantities by damper regulation.

- H. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across fan. Allow for pressure drop equivalent to 50 percent loading of filters.
- I. Adjust automatic outside air, return air, and exhaust air dampers for design conditions.
- J. Measure temperature conditions across outside air, return air, and exhaust air dampers to check leakage.
- K. At modulating damper locations, take measurements and balance at extreme conditions.
- L. The TAB Agency shall check all the systems operating together to ensure that the air conditioning spaces are under an overall positive pressure.

2.4 WATER SYSTEM PROCEDURE

- A. Adjust water systems after air balancing to deliver design quantities within previously stated tolerances.
- B. Use calibrated fittings or equipment and pressure gages to determine flow rates for system balance. Where not installed, base flow balance on temperature difference across heat transfer elements.
- C. Change system balance with automatic control valves fully open to heat transfer elements.
- D. Change adjustment of water distribution systems by means of balancing cocks, valves, and fittings.

2.5 FIELD QUALITY CONTROL

- A. Verify recorded data represents actually measured or observed conditions.
- B. Permanently mark settings of valves, dampers, and other adjustment devices. Set and lock memory stops.

END OF SECTION

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between FLOYD COUNTY, GEORGIA, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA (“Owner”) and _____ (“Contractor”).
Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installation of new chilled water and heat pump systems at the Rome-Floyd County Health Dept. Work includes, but is not limited to installation of new chillers, new chilled water coils in the existing air handling units, and installation of new mini-split heat pumps along with required electrical, piping, and other work required for the execution of the project. Work also includes upgrading the graphical user interface of the existing HVAC control system.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Installation of new chilled water and heat pump systems at the Rome-Floyd County Health Dept. Work includes, but is not limited to installation of new chillers, new chilled water coils in the existing air handling units, and installation of new mini-split heat pumps along with required electrical, piping, and other work required for the execution of the project. Work also includes upgrading the graphical user interface of the existing HVAC control system.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Drinkard Engineering Group (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and

completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 127 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work included in base bid, a sum of: \$ _____

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided herein. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. A retainage of 10% will be withheld from each payment.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on

the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement
 2. Performance and Payment bond
 3. General and Supplementary Conditions
 4. Specifications as listed in the Project Manual or on the Drawings.
 5. Project Drawings
 6. Addenda
 7. Contractor's Bid Package
 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
- B. There are no Contract Documents other than those listed above in this Article 8.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

FLOYD COUNTY, GEORGIA

By: _____

By: _____

Larry Maxey
Printed or Typed Name

Printed or Typed Name

Title: Chairman

Title: _____
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: Interim Clerk

Title: _____

Jamie Armstrong
Printed or Typed Name

Printed or Typed Name

Address for giving notices:

Address for giving notices:

Floyd County Board of Commissioners
12 East 4th Ave., Suite 209
Rome, GA 30161

License No.: _____
(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:
Drinkard Engineering Group

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to

evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to two printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Owner and Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such

individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

2.08 *Venue and Jurisdiction*

- A. Contractor understands and agrees that the performance of this contract is to occur within **Floyd County, Georgia**. Subject to the sole election of owner, and as an integral part of the consideration for owner awarding this contract, contractor agrees that the exclusive jurisdiction and venue for all actions, claims, other legal proceedings arising in any manner pursuant to this contract, all specifications, conditions and parts thereof, shall be vested in the Superior Court of **Floyd County, Georgia** and no other. Contractor accepts for itself, its successors and assigns, the jurisdiction of this court, and waives any defense of personal jurisdiction, forum non conveniens, venue or similar defenses and irrevocably agrees to be bound by any judgment rendered in the Superior Court of **Floyd County, Georgia**, exclusive of any and all Federal or State courts, in connection with this contract.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3);
or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If

Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take

such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later,

except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.
- B. The “surety,” (or “insurer”), for value received, hereby stipulates and agrees that any and all claims, demands, actions, or suits, whatsoever, arising under this bond, shall be subject to the exclusive jurisdiction and venue of the Superior Court of **Floyd County, Georgia** and no other. Surety accepts for itself, its successors and assigns, the jurisdiction of this court and waives any personal jurisdiction, forum non conveniens, venue or similar defenses and irrevocable agrees to be bound by any judgment rendered in the Superior Court of **Floyd County, Georgia**, exclusive of any and all other Federal or State Courts, in connection with this contract.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

- B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and

Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
 - C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
 - D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
 - E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all

fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their

responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose

acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed 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 Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract

Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work.

When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental

of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 - 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for

approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written

objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to

Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or

equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.