Project Manual

for

2019 SECURITY IMPROVEMENTS
Alief Independent School District

February 21, 2019

PROPOSAL SET

Texas-IBI Group Project No.: ***201911***

Alief ISD CSP No.: ***1911***

TEXAS-IBI GROUP, INC
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Houston TX 77289
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Project Manual

for

2019 SECURITY IMPROVEMENTS

ALIEF Independent School District

Date: February 21, 2019

Texas-IBI Group Project No.: 201911
Alief ISD Project No.: 1911

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Darlene Breaux	Vice President
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Texas-IBI Group, Inc.

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ALIEF Independent School District

Date: February 21, 2019

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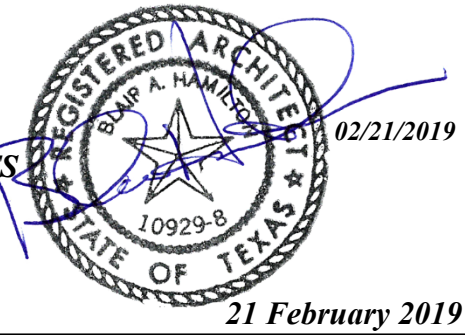
Consultants

MEP Consultant
Salas O'Brien Engineers
10930 W. Sam Houston Parkway Suite 900
Houston, TX 77064
281-664-1900

HARDWARE Consultant
Allegion
13810 Hollister Drive Suite 100
Houston, TX 77086
713-683-6400

Texas-IBI Group, Inc.



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ALIEF ISD TERMS AND CONDITIONS
FEBRUARY 21, 2019

COMPETITIVE SEALED PROPOSAL #1911
2019 SECURITY IMPROVEMENTS

The Alief Independent School District is seeking proposals for 2019 Security Improvements. The scope of work includes installation of access control devices, drywall partitions, doors & frames and finish hardware. The project encompasses 42 campuses. The budget for this project is anticipated to be $1,200,000.00 for pre-construction and construction phase services.

Proposals will be received in the Purchasing Department, 12102 High Star, Houston, Texas 77072. The deadline for submission is **Thursday, March 21, 2019 at 2:00 PM CDT.** Proposals will be publicly opened and read aloud. To ensure on-time delivery of proposal, it is highly recommended that ample time be allowed for mailing. **No faxed, e-mailed or late proposals will be accepted.**

A Pre-Proposal Conference will be held at the Alief Maintenance Services Department Building, 12135 High Star, Houston, Texas 77072 at 2:30 PM (CDT) on Tuesday, March 5, 2019.

A Cashier's Check, Certified Check, or acceptable Surety Company Bid Proposal Bond in the amount of ten percent (10%) of the largest possible total of proposal submitted will be required with each proposal. Security shall be made payable to the Alief Independent School District. The security will be retained until the Contract is signed and the required bonds have been furnished. If any contractor refuses to enter into a contract within thirty (30) days, the District will retain the security as liquidated damages, but not as a penalty.

The Board of Trustees of the Alief Independent School District reserves the right to reject any and/or all proposals, to waive any formalities or irregularities, and to award the Contract in the best interest of the School District. Furthermore, the Alief ISD Board of Trustees delegates to the Superintendent or designee the authority to determine the method of purchasing in accordance with Board Policy CH (LEGAL).

If a person contemplating submitting a proposal is in doubt as to the true meaning of any part of the contract documents, find discrepancies or ambiguities in or omissions from the drawings or specifications, a written request may be submitted by email seven (7) business days before proposal deadline for an interpretation thereof to the Texas-IBI Group. An addendum describing any changes to the Contract Documents will be issued and sent to all contractors. Alief ISD will not be responsible for any oral instructions.

All prices, including alternates, are to be effective from date of award until completion of project, unless specified otherwise, and shall include delivery charges and be FOB, destination, freight paid by vendor. We anticipate awarding this contract on April 16, 2019 at the Alief IS regular Board Meeting.

Please mark envelopes **"COMPETITIVE SEALED PROPOSAL for 2019 SECURITY IMPROVEMENTS – CSP # 1911. Do Not Open Until 2:00 PM, March 21, 2019."**

FAILURE TO SUBMIT PROPOSALS IN DUPLICATE MAY RESULT IN REJECTION OF PROPOSAL.

ALIEF ISD TERMS AND CONDITIONS
COMPETITIVE SEALED PROPOSAL # 1911
2019 SECURITY IMPROVEMENTS

INTENT:
The Alief Independent School District is seeking proposals for 2019 Security Improvements. The scope of work includes installation of access control devices, drywall partitions, doors & frames and finish hardware. The project encompasses 42 campuses. The budget for this project is anticipated to be $1,200,000.00 for pre-construction and construction phase services.

EXAMINATION OF DOCUMENTS AND SITE WORK:
Before submitting a proposal, Respondents shall carefully examine the drawings/specifications and other related documents, attend the pre-proposal conference and visit the site of the work and fully inform themselves as to all existing conditions and limitations relating to the project and the employment of labor thereon.

The proposal prices shall reflect the total cost of all items necessary for the Respondent to perform the work in strict accordance with these specifications. No allowance shall be made to the Respondent because of the lack of such examination or knowledge. The submission of a proposal shall be considered as conclusive evidence that the contractor has made such an examination and is fully aware of all requirements.

PREPARATION OF PROPOSAL:
In order for a proposal to be considered, the following must be completed fully in ink or type written and submitted in duplicate. Failure to do so may result in rejection of proposal.

1. Certification Form
2. Reference Form
3. International Business Relationships Form
4. Felony Conviction Form
5. Acknowledgement Form
6. Conflict of Interest Questionnaire (if required)
7. Certificate of Interested Parties (Form 1295)
8. Debarment Form
9. SB 9 Contractor Certification
10. Price Form
11. Security Deposit
12. Payment & Performance Bonds (if required)
13. All other requested documents

CONTRACT TERM:
Alief ISD anticipates awarding this proposal April 16, 2019 at the Alief ISD regular Board Meeting. Respondent agrees that proposed prices will remain valid and not withdrawn until completion of project.

This Agreement is subject to the appropriation of funds by the Alief Independent School District in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement. The obligations of Alief ISD in any fiscal year for which this

Agreement is in effect shall constitute a current expense of Alief ISD for that fiscal year only, and shall not constitute an indebtedness of Alief ISD beyond that fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated.

CONTRACT FOR PURCHASE:
Notwithstanding anything to the contrary contained in these terms and conditions, upon Alief ISD's acceptance of a proposal, the Respondent and Alief ISD will have entered into a binding contract. The contract is enforceable from the time of acceptance without regard to the time of notification to the Respondent of acceptance.

Alief ISD will not be responsible for any goods delivered, or services performed without a purchase order signed by an authorized representative of the Alief ISD Purchasing Department

CANCELLATION OF CONTRACT:
All work performed under this contract will be subject to rigid inspection. In the event the Respondent fails to perform under the contract herein or progresses in such a manner which does not ensure compliance with the contract, or, if in the judgment of the Project Coordinator, the Respondent is not carrying out the provisions of the contract in its true intent and meaning, under the terms of this contract and of the scope of work, upon written notification, without penalty, the Respondent will be served notice to provide satisfactory compliance with the contract. If the Respondent neglects or refuses to follow such notice within Seven (7) days, Alief ISD will not pay the Respondent for this portion of the work and may cancel the contract. The Respondent may be held liable for any loss or expense sustained by Alief ISD as a result of the Respondent's breach of contract.

Cancellation of this contract may take place but is not limited to the following conditions:

A. The Respondent proceeds in a manner that does not comply with the contract.
B. The Respondent does not carry out the provisions of this contract in its true intent and meaning implicated in the scope of work.
C. Any breach of the contract or provisions set forth in the proposal specifications.
D. Increased rates that are not agreed to in advance or as specified herein.
E. Budgetary requirements.

ADDENDA:
Addenda are to be incorporated as part of the Plans and Specifications and shall become part of the Contract Documents. The receipt of all Addenda shall be acknowledged on the proposal forms.

REFERENCES:
On the reference form, list five (5) school projects of similar scope. Fill out all information on Reference Form, including Owner and Architect contacts with current email addresses. Reference forms and other required qualification documents must be submitted to Texas-IBI Group a minimum 10 ten (10) calendar days prior to date set for receipt of Proposals. Refer to spec section AN for additional information.

EXPERIENCE:
Contractor must have a minimum of three (3) consecutive years of experience in the industry for the services offered. The contractor must be fully prepared with necessary personnel, materials, machinery and equipment to begin the work promptly and to conduct the work as required in the terms, conditions and Contract Documents of this proposal.

PRICING:
Pricing must be submitted on the Proposal Form in the Project Manual (spec section AC). Indicate whether any exceptions are taken to the contract documents. Attach a letter clearly defining all exceptions. Be advised that, as a Competitive Sealed Proposal (CSP), this contract may be negotiated. However, pricing should be submitted as the proposer's best and final offer.

All Base Proposals shall include Allowances described in the Contract Documents:
$80,000.00 Owner's Contingency Allowance
$35,000.00 Building Permit Allowance
Allowances shall be expended as directed by the Owner

TAXES:
Alief ISD is exempt from all applicable Federal and State Taxes. Tax exempt information will be furnished upon request.

RETAINAGE:
Retainage amounts shall be determined as follows: A 5% retainage shall be withheld by the District from each progress payment. Upon determination of final completion and upon acceptance of all contract close-out documentation, Alief ISD shall release the remaining 5% retainage to Contractor.

PAYMENT/INVOICE:
Payment will be made after receiving an application for payment for completed work. Invoices must be sent to Texas-IBI Group for review and approval; and upon approval shall be submitted to Glenn Jarrett, Director of Construction and Facilities, for processing and payment:

The following are required when submitting an invoice for payment:

A. Use of AIA G702 / 703 – Application for Payment is required.
B. Application for payment shall reference the Alief ISD Purchase Order Number.
C. Application for payment shall be submitted in duplicate.
D. Application for payment will only be accepted for products / equipment delivered and installed, or properly stored on site.
E. Per Texas Government Code §2251.021, the District has up to 30 days from the receipt of the application for payment without accruing any late charges.
F. The application for payment shall reflect, and the District shall retain 5% of the amount due; with such retainage paid only after 100% completion and close-out of the Contract.

INSURANCE REQUIREMENTS:
Respondent's policies shall provide coverage for Workers Compensation, Commercial General Liability, Business Automobile Liability, and Umbrella Liability.

1. Alief ISD shall be designated as an Additional Insured as respects Commercial General Liability, Automobile Liability, and Umbrella Liability.

2. A Waiver of Subrogation shall be issued in favor of Alief ISD as respects Workers Compensation, Commercial General Liability, Automobile Liability, and Umbrella Liability.

3. Coverage is primary and non-contributory as respects to all policies.

4. The insurance shall contain a provision that at least thirty (30) days prior written notice shall be given to Alief ISD in the event of cancellation, material change or non-renewal.

5. The Contractor shall not commence any portion of the work under this contract until all the insurance required herein and certificates of such insurance have been filed and approved by Alief ISD.

6. There shall be a hold harmless agreement in which the Contractor assumes liability on the contract and holds Alief ISD harmless.

7. The Contractor shall purchase and maintain in force the following kinds of insurance for operations under this contract and provide Alief ISD with a certificate of insurance as evidence. Copies of such insurance documents shall be part of the contract agreements and the Contractor shall maintain such in force throughout the term of any contract let by the District.

Casualty Insurance and Securities-Minimum Requirements

1. Successful contractor must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws including Employer's Liability with a limit of at least $100,000.

2. Comprehensive-General Liability Insurance (Occurrence basis only)
   Bodily Injury and Property Damage:

Each Occurrence	$1,000,000
Aggregate	$2,000,000

   Personal and Advertising Injury:

Occurrence	$1,000,000

   Broad Form Property Damage:

Each Occurrence (Include Complete Operations)	$1,000,000
Aggregate (Include X-C-U Coverage)	$2,000,000

   Covering Hold Harmless Property Damage:

Each Occurrence	$1,000,000
Aggregate	$2,000,000

Independent Contractors Bodily Injury/Property Damage:

Each Occurrence:	$1,000,000
Aggregate	$2,000,000

Products and Completed Operations:

Bodily Injury: Each Occurrence:	$1,000,000
Property Damage: Each Occurrence:	$1,000,000
Aggregate:	$2,000,000

Fire Damage, Legal Liability

Any One Fire:	$100,000

Medical Expenses

Any One Person:	$5,000

3. Comprehensive Automobile Liability Insurance
Business (Commercial) Automobile Liability Insurance
covering all owned, non-owned and hired vehicles:

Bodily Injury and Property Damage

Combined Single Limit	$1,000,000

4. Umbrella Liability Insurance (Excess) $1,000,000

The successful Respondent will have ten (10) business days from date of award to furnish the Alief ISD Purchasing Department all required insurance certificates.

No work shall commence until a copy of your current insurance certificate is received and approved at the Purchasing Department, 12102 High Star, Houston, Texas 77072.

No deletions or exclusions from standard coverage form shall be allowed without written consent of Alief ISD.

INDEMNIFICATION:
Vendor agrees to protect, defend, indemnify, and hold harmless the District, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the District, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reasons of any acts or omissions of the Vendor, its employees, or agents, arising out of or connected with the Agreement. The Vendor shall not be required to indemnify the District or its agents, employees or representatives, when an occurrence results solely from the wrongful acts or omissions of the District, or its agents, employees or representatives.

REMEDIES AND APPLICABLE LAWS:
This contract shall be governed by Alief ISD and contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et. seq.

CONTRACT AWARD:
Contractor will be notified by a "Letter of Award" issued by the Alief ISD Director of Procurement. This letter, together with the signed Certification Form, Reference Form, Felony Conviction Notification, Acknowledgement Form, SB9 Contractor Certification, Conflict of Interest Questionnaire (if required), Certificate of Interested Parties (Form 1295), Debarment Form, and will be used as the contract documents.

Purchases will be put into effect in the form of purchase orders executed by the Director of Procurement after the proposal has been awarded. Alief ISD will not be responsible for any goods delivered or services performed without a purchase order electronically approved by an authorized representative of the Alief ISD Purchasing Department.

We anticipate awarding this contract on **April 16, 2019,** and work is to begin on **May 27, 2019 and be substantially complete not later than August 2, 2019.**

Contractors that are awarded contracts shall be prepared to immediately meet with Alief ISD Representatives and present a plan that will illustrate how progression of work is to take place to ensure completion of all work within specified time limits. The time limits are as follows:

If a contractor is awarded the project, work may commence on May 27, 2019 and must be substantially complete by August 2, 2019 or contractor will be subject to liquidated damages as set forth below.

PROPOSAL SECURITY:
Proposal security consisting of a certified check, cashier's check or bid bond in the amount of Ten percent (10%) of the total proposed shall accompany the proposal. Security shall be made payable to the Alief Independent School District. The security will be retained until the Contract is signed and the required bonds have been furnished. If any contractor refuses to enter into a contract within thirty (30) days, Alief ISD will retain the security as liquidated damages, but not as a penalty.

PERFORMANCE AND PAYMENT BONDS:
The successful contractor will be required to furnish a Performance Bond for all contracts exceeding $100,000 and a Payment Bond for all contracts exceeding $25,000 equal to one hundred percent (100%) of the total amount of the contract sum, underwritten by such Surety Company acceptable to Alief ISD and licensed to do business in the State of Texas.

The Performance Bond and the Labor and Material Payment Bond may be in one or in separate instruments in accordance with local law. The work shall not be started until the bonds and issuing companies have been accepted as satisfactory by Alief ISD. The original bonds will be delivered to Alief ISD with an attached authorized power of attorney.

PERMITS and INSPECTIONS:
The Contractor is required, regardless of their nature, to secure all necessary permits to perform the work and shall be liable for the same. Copies of approved permits shall be given to the Alief ISD Project Coordinator.

Payments for all permits shall be the Contractor's responsibility. A Permit Allowance is included in the Base Proposal to cover permit costs after permits have been purchased by the Contractor. No work shall commence until all of the appropriate permits, if required, are procured and copies received by the Director of Construction and Facilities Services.

All inspections required by Local, State or Federal authorities shall be the responsibility of the Contractor. Any costs related to these inspections, shall be borne by the Contractor and included in the Base Proposal amount. Copies of all inspection reports, including final acceptance, shall be delivered to the Alief ISD Project Coordinator.

Work found unacceptable by Alief ISD shall be immediately corrected by the Contractor. Work shall be deemed unacceptable when, in opinion of Alief ISD, it is contrary to and not in strict conformance with the plans, specifications, codes, and specified or accepted standards of good workmanship.

EXECUTION OF CONTRACT:

1. The successful Contractor shall have ten (10) business days from receipt of award letter to furnish the required Performance and Payment Bonds, and Certificate of Insurance and Workers Compensation as per the Terms and Conditions of the proposal. Insurance policies and / or insurance certificates should specify that no insurance will be canceled or materially changed while the work is in progress without thirty (30) calendar days prior written notice to Alief ISD. Once the required certificates have been furnished, orders can be generated.

2. If the Contractor subcontracts any part of the work, the Contractor shall require its Sub-Contractors to maintain insurance specified in the Sub-Contract, but shall not require Sub-Contractors to carry insurance that would duplicate coverage of the insurance carried by the Contractor. If any, the Contractor shall have its Sub-Contractors furnish the same evidence of insurance required of the Contractor.

3. The Contractor and its Sub-Contractors shall not commence the work until all of the insurance required of the Contractor and its Sub-Contractors is in force and the necessary certificates; permits and bonds have been received by the Alief ISD Purchasing Department at 12102 High Star, Houston, Texas 77072.

SUB-CONTRACTORS:
If any Subcontractors are intended for use for this work, the Contractor shall state as such on Proposed Subcontractor Form (spec section AE) to be submitted within 24 hours after receipt of Base Proposals. Any Sub-contractor/agent proposed shall be subject to approval by Alief ISD prior to start of any work being performed.

ALTERNATE PROPOSALS:
In order for a Proposal to be considered complete and responsive, Proposers must respond and provide pricing for all listed Alternates on the Proposal Form.

PROTECTION OF PROPERTY AND EQUIPMENT:
The Contractor shall protect the property under this contract and be responsible for any damage or injury due to his act or neglect. The Contractor shall permit and facilitate inspection of the work performed hereunder by Alief ISD and its agents and public authorities at all times.

DAMAGES:
The Contractor will be held responsible for and required to make good, at his own expense, all damages to persons or property caused by acts, carelessness or neglect on the part of his employees and sub-contractors. At no time will the Contractor allow machinery and equipment to operate when students are in the vicinity. If damage jeopardizes the security of the building or the safety of the occupants, it may be necessary for immediate repairs to be made by Alief ISD and the cost to be deducted from the Contractor's invoice.

ERRORS OR OMISSIONS:
Alief ISD is not responsible for any contractor’s errors or omissions.

SITE OPERATIONS:
1. The Contractor shall, prior to start of the work, consult with Glenn Jarrett, Director of Construction and Facilities Services, in reference to the site operations and required work periods.
2. The Contractor shall give Mr. Jarrett at least one week's notice of any required interruption of service. No interruptions of service shall be made without the express consent of Alief ISD.
3. Alief school administrative services shall at all times have priority over the Contractor's use/service/etc.

LIQUIDATED DAMAGES:
Contractor agrees that Alief ISD may retain the sum of FIVE HUNDRED DOLLARS ($500.00) from the amount to be paid to the undersigned for each calendar day that the work contemplated remains incomplete beyond the time set forth for Substantial Completion, Sundays and holidays included. This amount is agreed upon as the proper measure of liquidated damages which Alief ISD will sustain per day by failure of the undersigned to complete the work at the stipulated time, and is not to be construed in any sense as a penalty.

LAWS / REGULATIONS / WAGE RATES:
The Contractor's attention is directed to the fact that all applicable local, State and Federal Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full. In the execution of this contract, the Contractor shall comply with the laws of Texas relating to labor. Alief ISD reserves the right to examine payroll records if deemed necessary. This is inclusive of all prevailing wage laws for public projects such as Texas Government Code 2258.

Refer to specification section AJ – Prevailing Wage Rates for minimum hourly rates to be paid to the tradesmen listed on the rate schedule.

PROPOSAL EVALUATION:
The delivery method of this project / contract is Competitive Sealed Proposal. The District has established weighted criteria to be used to evaluate Proposals. The evaluation process shall determine the Proposal that is most responsive to the District's needs and determined to be the best value to the District based on the Proposal weighted evaluation criteria.

Refer to specification section AB – Instructions to Proposers for the District's evaluation criteria and associated weighting (importance) of each criterion.

Alief ISD reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy Alief ISD that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work therein. Alief ISD shall have the right to reject a proposal not accompanied by any required security, or by other data required by the proposal documents, or to reject a proposal which is in any way incomplete or irregular. Conditional proposals will not be accepted. Award may be made to other than the low-dollar proposer.

Contractors wishing to be considered viable proposers should include any and all information applicable to the evaluation criteria listed so that Alief ISD is provided with current or up to date facts and figures. Contractors failing to include such information may be disqualified or declared deficient to evaluate.

RELEASE OF LIENS:
The Contractor shall deliver to Alief ISD a blanket release of Liens, A.I.A. Document G-706, covering all work under the contract, including all Sub-Contractors, Vendors, labor, materials and services, executed by an authorized officer and duly notarized, and also provide Release of Liens from all Sub-Contractors and major Vendors.

COMPLIANCE WITH CLEAN AIR AND WATER ACT:
Contractor must be in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator of the Enforcement.

TOXIC CONTROL AFFIDAVIT:
Products and/or services procured under this agreement may be of a construction nature and will require certification that materials utilized and installed in conjunction with any project involving construction, be it new, renovation or contracted trade services, are free of asbestos and lead. A Toxic Control Affidavit, if required, must be completed and submitted prior to final payment being made.

TEXAS HAZARD COMMUNICATIONS ACT:
It is the policy of Alief ISD to comply with the Texas Hazard Communications Act. Therefore, it is necessary to require that all suppliers provide Alief ISD with a Material Safety Data Sheet (MSDS), if applicable, for all items sold to Alief ISD. This information

shall be provided on an OSHA Form 20 Material Safety Data Sheet or a suitable equivalent. A separate sheet shall be provided for each individual item (if required) when purchase is made as well as when the proposal is submitted.

EQUAL EMPLOYMENT OPPORTUNITY:
All contractors shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

No individual shall be excluded from participating in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program because of race, color, religion, sex, national origin, age, handicap, or political application or belief.

CONFLICT OF INTEREST:
All vendors or contractors doing business with Alief ISD must submit a Conflict of Interest Questionnaire if required no later than the 7th Business Day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006. For additional information, please visit:

http://www.statutes.legis.state.tx.us/docs/lg/htm/lg.176.htm
http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM

The Conflict of Interest Questionnaire form may be downloaded from the Texas State website:
https://www.ethics.state.tx.us/forms/CIQ-New-2015.pdf

CERTIFICATE OF INTERESTED PARTIES – FORM 1295:
In accordance with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908, all vendors submitting proposals must file Form 1295 electronically with the Texas Ethics Commission using the online filing application. Information regarding this law, and the required form may be found at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

- Proposers must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295.
- Vendors/Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.
- The completed Form 1295 with the certification of filing must be included with your proposal/bid response.

SB9 CONTRACTOR CERTIFICATION:
The District requires all vendors to follow all local, state and federal laws and regulations, including provisions of Texas Senate Bill 9, during performance of contractual obligations for the District.

ASSIGNMENT-DELEGATION:
No right or interest in this contract shall be assigned or any obligation delegated by offeror without the written permission of Alief ISD.

PUBLIC INFORMATION:
All material submitted to the Alief Independent School District becomes public property and is subject to the Texas Open Records Act upon receipt.

Pursuant to SB 1368: Contractor is required to make all requested information created or exchanged pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available to the district in a format accessible by the public at no additional charge.

PROPRIETARY INFORMATION:
If a proposer does not desire proprietary information in a proposal, quote, or other communication(s), to be disclosed, each page must be identified and marked proprietary at time of submittal. The School District will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

ADDITIONAL INFORMATION:
For additional information or questions concerning this proposal and specifications, please contact Texas-IBI Group.

IF YOU WISH TO SUBMIT A PROPOSAL:

RETURN THE FOLLOWING PAGES *FULLY EXECUTED & SIGNED*

WITH A *DUPLICATE* COPY OF YOUR PROPOSAL

Index of Supplementary Documents to be Submitted with Proposal

1. Certification Form
2. International Business Relationships
3. Felony Conviction Notification
4. Acknowledgement Form
5. HB 1295 Certificate of Interested Parties – Form 1295
6. Debarment Form
7. Sb 9 Contractor Certification

CERTIFICATION FORM
CSP # 1911
2019 SECURITY IMPROVEMENTS

In order for a proposal to be considered, the following information must be provided.

FAILURE TO COMPLETE MAY RESULT IN DISQUALIFICATION

COMPANY NAME: _____

STREET OR P. O. BOX: (Mailing Address) _____

CITY _____ STATE: _____ ZIP: _____

TELEPHONE _____ FAX _____

EMAIL ADDRESS _____

YRS/MOS IN BUSINESS UNDER PRESENT NAME: _____ MINORITY/WOMEN OWNED BUSINESS: _____ YES _____ NO

COMPLETE THE APPROPRIATE SECTION BELOW:

RESIDENT BIDDER

I CERTIFY THAT MY COMPANY IS A "RESIDENT BIDDER":

_____ _____
MR. MRS. MS. NAME (PLEASE PRINT)
(CIRCLE ONE)

_____ _____ _____
POSITION SIGNATURE DATE

OR

NONRESIDENT BIDDER

As defined by Texas House Bill 602, a "nonresident bidder" means a bidder whose principal place of business is not in Texas, but excludes a vendor whose ultimate parent company or majority owner has its principal place of business in Texas.

If you qualify as a "nonresident bidder", you must furnish the following information:

What is your resident state? (The state your principal place of business is located.) _____

(a) Does your "residence state" require bidders whose principal place of business is in Texas to underbid Vendors whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located

YES _____ NO _____

(b) If "YES", What is that amount or percentage? _____ %

I CERTIFY THAT MY COMPANY IS A "NONRESIDENT BIDDER" AND THE ABOVE INFORMATION IS TRUE AND CORRECT:

_____ _____
MR. MRS. MS. NAME (PLEASE PRINT)
(CIRCLE ONE)

_____ _____ _____
POSITION SIGNATURE DATE

INTERNATIONAL BUSINESS RELATIONSHIPS
CSP # 1911
2019 SECURITY IMPROVEMENTS

State of Texas Legislative Senate Bill No. 252, adds Subchapter F to Government Code Chapter 2252 which requires that a business entity that enters into a contract with a school district must not be a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Furthermore, State of Texas Legislative House Bill No. 89 adds Chapter 2270 to the Texas Government Code, which prohibits school districts or other Texas political subdivisions from contracting with companies that boycott Israel. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

It is incumbent upon the Contractor to provide notice should they fall out of compliance with this requirement at any point prior or during the duration of this contract.

Failure to accept this condition will result in disqualification.

I, the undersigned agent for the firm named below, certify that this firm is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

I, the undersigned agent for the firm named below, further certify and verify that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL:
(print name)_____

SIGNATURE OF COMPANY OFFICIAL: _____

FELONY CONVICTION NOTIFICATION
CSP # 1911
2019 SECURITY IMPROVEMENTS

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction.

THIS SECTION DOES NOT APPLY TO A PUBLICLY HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME:
_____

AUTHORIZED COMPANY OFFICIAL: (print name)_____

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

ACKNOWLEDGEMENT FORM
CSP # 1911
2019 SECURITY IMPROVEMENTS

Having carefully examined the Terms and Conditions and Specifications, the undersigned Agent hereby proposes and agrees to furnish the proposed product(s)/service(s) in strict compliance with the Contract Documents as quoted.

The contractor affirms that the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give him or her unfair advantage over other vendors in the award of this proposal.

By signature below contractor agrees and affirms conditions set forth within this proposal and that Alief ISD is the sole judge of quality and suitability and may reject any or all proposals or requirements at its discretion. Awards may be made to other than low–dollar proposer(s). The contractor agrees to waive any claim against the Owner arising from the evaluation, administration, recommendations or award of the contract.

PLEASE PRINT

Date: _____

Company Name: _____

President/Designee: _____

Position: _____

I have read and understand the terms and conditions herein and will abide by them.

_____

President/Designee (Signature) Date

HB 1295 CERTIFICATE OF INTERESTED PARTIES – FORM 1295
CSP # 1911
2019 SECURITY IMPROVEMENTS

In accordance with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908, all vendors submitting proposals must file Form 1295 electronically with the Texas Ethics Commission using the online filing application. Information regarding this law, and the required form may be found at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

- Proposers must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295.
- Vendors/Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.
- The completed Form 1295 with the certification of filing must be included with your proposal/bid response.

NOTICE to all
Contractors/Vendors

After following the instructions listed above, please insert the completed, signed, and notarized Form 1295 with all other required forms.

INSERT COMPLETED 1295 FORM HERE

*Please note: The District is required to log into the State/Ethics website and acknowledge all properly completed 1295 forms received - within 30 days of receipt. The acknowledgement of these forms does not indicate a contract award. Contract awards, if any, will be issued via written communication by the AISD Purchasing Department.

DEBARMENT FORM

CSP # 1911
2019 SECURITY IMPROVEMENTS

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred.

Contractor must certify that the organizations and its principals are not suspended or debarred.

- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract the Federal OMB, A-102 Common Rule (§_.36)

Contractor Name: _____

Contractor Address: _____

_____

_____

Contractor Telephone: _____

Authorized Company Official's Name: _____
(printed)

Signature of Company Official: _____

Date: _____

SB 9 CONTRACTOR CERTIFICATION
CSP # 1911
2019 SECURITY IMPROVEMENTS

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history record records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to the district that they have complied and must obtain similar certifications from their subcontractors.

The district may not obtain criminal histories for contractors: The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records service at 512-424-2474.

Definitions:
Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes continuing duties or direct contact with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by the District; (2) a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code §249.16; or (3) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school; (a) a felony offense until Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____("Contractor"), I, the undersigned authorized signatory for Contractor, certify to Alief Independent School District that [check one]:

[ ] None of Contractor's employees are covered employees as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

[ ] Some or all of Contractor's employees are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
(2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

I also certify to the District on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Education Code, Chapter 22.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Signature _____Date:_____

PROPOSAL FORM
CSP # 1911
2019 SECURITY IMPROVEMENTS

REFER TO SPECIFICATION SECTION AC – PROPOSAL FORM

SECTION AC – PROPOSAL FORM MUST BE COMPLETELY FILLED OUT, EXECUTED AND SUBMITTED IN DUPLICATE.

SECTION AA

REQUEST FOR COMPETITIVE SEALED PROPOSALS

Sealed Stipulated Sum Proposal for the work identified below in accordance with Proposal Documents thereof and such addenda thereto as may be issued prior to date of proposal opening will be received by Alief Independent School District, until proposal closing date and time, as identified below. Proposals from Contractors will then be opened in public and read aloud.

OWNER:	**Alief Independent School District**
PROJECT:	**2019 SECURITY IMPROVEMENTS** **Alief ISD CSP # 1911**
PROPOSAL DATE & TIME:	Thursday, March 21, 2019 - 2:00 PM Receipt of Competitive Sealed Proposals
LOCATION AND PROPOSAL OPENING:	Alief Independent School District Purchasing Department 12102 High Star Houston, Texas 77072 (281) 498-8110
ARCHITECT:	Texas-IBI Group 455 East Medical Center Blvd. Suite 500 Webster, Texas 77598 281-286-6605

Qualified General Contractors only may obtain two sets of plans and specifications at place identified below upon deposit of $250 per set with check made payable to Texas-IBI Group. The deposit will be refunded when the plans and specifications are returned promptly within seven (7) days after proposal date in good condition.

Proposal Documents will be available beginning 22 February 2019 and may be obtained from the following address:

Texas-IBI Group
455 East Medical Center Blvd. Suite 500
Webster, Texas 77598
281-286-6605

Office Hours are 8:00 AM to 5:00 PM

In addition to documents issued to Proposers, Proposal documents will be available at the following locations.

Dodge Data & Analytics
www.dodgeplans.construction.com
toni.lawson@construction.com
P: (979) 587-0760

ConstructConnect (iSqFt)
www.constructconnect.com
P: 800.364.2059 (General Contractors)
877.849.2495 (Subcontractors)

Virtual Builders Exchange
www.virtualbx.com
editor@virtualbx.com
P: (877) 221-6418

FULL REFUND: Deposits will be returned provided all Contract Documents and addenda are returned to the Architect complete with all sheets bound in their original order within 10 days of Receipt of Proposal.

FORFEIT OF DEPOSIT: When the Documents are not returned under the conditions specified, none of the deposit will be returned. However, the Documents shall remain the property of the Owner and must be returned.

All proposals must be in the hands of the Owner no later than the time specified above. Please seal all proposals in duplicate in an envelope with the following information on the face of the envelope.

Name of General Contractor
COMPETITIVE SEALED PROPOSAL for
2019 SECURITY IMPROVEMENTS – CSP # 1911
Do Not Open Until 2:00 PM, March 21, 2019
Attention: Glenn Jarrett / Alief Independent School District

The Owner reserves the right to reject any and all proposals and to waive any informalities in proposals.

No proposal shall be withdrawn within 30 days after the proposal opening without the specific consent of the Owner.

PROPOSAL BOND: A Proposer's Bond from a bonding company acceptable to the Owner, or a certified check, in an amount equal to or greater than 10% of the greatest amount proposal must accompany each proposer's proposal.

PAYMENT BOND AND PERFORMANCE BOND: A Payment Bond and Performance Bond, each in an amount equal to or greater than 100% of the Contract Sum conditioned upon the faithful performance of the Contract will be required. Please note that all bonding companies presented must be acceptable to the Owner.

PREQUALIFICATION: Proposers are required to comply with certain procedures as enumerated in the Instructions to Proposers regarding qualification statement and documentation of Proposers.

The prevailing rates of wages are the minimums that must be paid in conformance with all applicable laws of the State of Texas.

All General Contractors submitting a proposal are encouraged to attend the proposal opening.

Subcontractors and Suppliers intending to submit proposals to General Construction Proposers are required to prepare their proposal based on a complete set of documents. If after reviewing the complete set of documents, Subcontractors and Supplier Proposers desire to purchase individual drawings and specification sections for their convenience, they may do so by ordering the specific drawings and specifications directly from the reproduction company. Each proposer purchasing a partial set of documents is responsible for determining exactly which documents he requires and is responsible for all costs associated with printing and delivery. Subcontractors and Suppliers exercising this option must agree to do so on the basis that 1) all documents shall be returned to the Architect, without refund, after receipt of proposals and 2) documents shall not be used on other construction projects. Successful Subcontractors and Supplier Proposers may retain their Documents until completion of the construction.

All General Contractors submitting a proposal are encouraged to visit the site.

END OF SECTION

SECTION AB

INSTRUCTIONS TO PROPOSERS

01 PREQUALIFIED PROPOSERS

A. Proposals will be accepted from General Contractors for the entire scope of work described in the Contract Documents. As a prerequisite to a Contractor's qualifying for the award of contract on this work, the Contractor must complete each item of the Contractor Information and Experience Statement (AIA Document A305). The Statement forms may be obtained from the office of the Houston Chapter of the American Institute of Architects (A.I.A), 315 Capital, Suite 120, Houston, Texas 77002.

01 In addition to the A305, Contractors shall submit a list of references of at least five (5) recently completed projects of similar size and scope. References shall list project name, completion date and contract amount, Owner's Representative and phone number, Engineer's Representative and phone number.

02 The Proposer bears the responsibility of providing references who will respond to inquiries. Lack of reference responses shall reflect negatively on the Proposer in the evaluation procedure.

03 Two (2) copies of the completed Qualification Statements shall be submitted to:

Texas-IBI Group
Attn: Blair Hamilton
455 East Medical Center Blvd. Suite 500
Webster, Texas 77598

not later than 5:00 PM ten (10) days prior to Receipt of Proposals.

04 In the event a Proposer fails to submit the specified Contractor's Qualification Statement in accordance with the schedule established, such noncompliance shall be considered by both the Owner and Architect as a very negative factor in the determination of the successful Proposer.

C. The primary purposes of the evaluation process will be to:

01 Gather information for the Owner's evaluation procedure.

02 Enable the Architect to evaluate the Contractor's qualifications and determine which Contractors the Architect could recommend to the Owner should such recommendation be requested by the Owner.

D. In arriving at his opinion concerning the Contractor's qualifications, the Architect will use the same criteria that the Owner will use in determination of the successful Contractor as detailed hereinafter.

02 PROPOSERS PRESENTATION

Each Proposer by making his Proposal represents that:

A. He has read and understands the Proposal Documents and his Proposal is made in accordance therewith.

B. He has visited the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.

C. He agrees to comply with the requirements of the following paragraph. These requirements are absolute, and any Contractor who subsequently does not agree to comply with these requirements will automatically disqualify himself from proposing or receiving award of the contract.

D. He agrees that:

01 Work on the project will begin immediately upon receipt of signed Contract or Notice to Proceed.

02 Contractor will participate as a team member in cooperation with the Project Architect and Owner.

03 The Contractor will assign a competent full-time superintendent to the project; and that superintendent shall be maintained on the project for the duration of the project, subject only to their continuous employment.

04 If awarded, the Contractor will furnish and pay for a Proposal Bond in the amount of ten percent (10%) of the contract amount.

05 If awarded, the Contractor shall furnish and pay for a Performance Bond and a Payment Bond each in the full contract amount.

06 Contractor shall carry and keep in full force for the duration of the Project, insurance coverage for builder's risk, workmen's compensation, comprehensive general liability, automobile liability and wind storm as required by the General Conditions and/or Supplementary General Conditions of the Specifications.

07 Each Proposer by making his Proposal represents that his Proposal includes only material and equipment specified in the Proposal Documents and supplemented, if necessary, for a complete and operating system.

08 Where subcontract work is involved and where Acceptable / Approved Subcontractors are designated for particular sections or phases of the Work, each Proposer by making his Proposal represents that his Proposal includes only firms designated as Acceptable / Approved Subcontractors.

09 Where Acceptable / Approved Manufacturers are designated for particular sections or phases of the Work, each Proposer by making his Proposal represents that his Proposal includes only firms designated as Acceptable / Approved Manufacturers.

10 Each Proposer (and subcontractor or supplier submitting a proposal to a Proposer) shall submit an affidavit stating that no asbestos building materials shall be used.

03 PROPOSAL DOCUMENTS

A. Proposal Documents include the Request for Proposal, Instructions to Proposers, the Proposal Form, and the proposed Contract Documents, including any Addenda issued prior to receipt of proposals. The Contract Documents for the work consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to receipt of proposals.

B. In addition to documents issued to Proposers, Proposal documents will be available at the following locations.

Dodge Data & Analytics
www.dodgeplans.construction.com
toni.lawson@construction.com
P: 979.587.0760

ConstructConnect (iSqFt)
www.constructconnect.com
P: 800.364.2059 (General Contractors)
877.849.2495 (Subcontractors)

Virtual Builders Exchange
www.virtualbx.com
editor@virtualbx.com
P: 877.221.6418

04 PRE-PROPOSAL CONFERENCE

A. A pre-proposal conference will be held at:

Place: Alief ISD Maintenance Services Department building
12135 High Star
Houston, Texas 77072
Day / Date: Tuesday, 5 March 2019
Time: 2:30 PM

B. Representatives of the Architect, Owner and Consulting Engineers will be present at this meeting. All proposers are encouraged to attend.

C. At the conclusion of the pre-proposal meeting, attendees are invited to visit a representative campus to observe

05 PROPOSAL PROCEDURES

A. A proposal is invalid if it has not been received at the designated location prior to the time and date for receipt of proposals indicated in the Request for Proposals, or prior to any revision thereof issued to the Proposers by Addendum.

B. All requested Alternates shall be proposed. If no change in the Base Proposal is required, enter "No Change".

C. Prior to the receipt of Proposals, Addenda will be emailed to each person or firm recorded by the Architect as having received the proposal documents and will be available for inspection wherever the proposal documents are kept available for that purpose.

01 Any Proposer acquiring the proposal documents solely from a plan room or by electronic means shall be solely responsible for notifying the Architect to be registered as a prospective Proposer and be included on addenda distribution list.

D. Proposals will be received <u>in duplicate</u> only on the Owner's Proposal Form for the work as indicated by the Proposal Documents, filled in, and enclosed in a sealed envelope addressed as follows:

Name of General Contractor
Competitive Sealed Proposal for 2019 SECURITY IMPROVEMENTS-CSP # 1911
Do Not Open Until 2:00 PM, March 21, 2019
Attention: Glenn Jarrett / Alief ISD

E. The Proposal Form must be accompanied by:

01 A Proposal Security Bond in the amount of 10% of the greatest amount proposed.
02 Certification Form
03 International Business Relationships
04 Felony Conviction Notification
05 Acknowledgement Form
06 Conflict of Interest Questionnaire (if required)
07 HB 1295 Certificate of Interested Parties – Form 1295
08 Debarment Form
09 Sb 9 Contractor Certification
10 Payment & Performance Bonds (if required)
11 All other requested documents

F. Failure to submit a complete Proposal with required supporting documents may be grounds for rejection of the Proposal.

G. All proposals must be delivered sealed to the above address at or before the time and date set. Proposals will be received at no other place. If Proposal is sent by U.S. Mail, it must be sent Registered Mail.

H. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Owner that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work therein.

01 Conditional proposals will not be accepted.

02 Award may be made to other than the low-dollar Proposer.

I. A proposal may be withdrawn only upon request by the Proposer or his duly authorized representative, provided such request is received by the Owner at the place designated for receipt of proposals and prior to the time fixed for the opening of proposals. A withdrawal of a proposal shall not be effective unless a written confirmation of the withdrawal is received by the Owner at said place within 48 hours before the time fixed for the opening of proposals. The Proposal Bond will be returned with the proposals if withdrawn in accordance with the above. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal at the time and place stated. No proposal may be withdrawn after the time fixed for the opening of proposals for a period of 30 days.

J. Refer to section AN – Proposal Phase Procedures for additional information and requirements.

06 INTERPRETATION OF PROPOSAL DOCUMENTS

A. Proposers and sub-proposers requiring clarification or interpretation of the Proposal Documents shall make a written or email request which shall reach the Architect at least five (5) days prior to the date for receipt of proposals.

B. Any interpretation, correction or change of the Proposal Documents will be made by Addendum. Interpretations, corrections or changes of the Proposal Documents made in any other manner will not be binding.

C. Refer to section AN – Proposal Phase Procedures for additional information and requirements.

07 REJECTION OF PROPOSALS

A. The Owner shall have the right to reject any or all proposals and to reject a proposal not accompanied by any required Proposal Security, or by other data required by the Proposal Documents, or to reject a proposal which is in any way incomplete or irregular.

B. A Proposal Evaluation Waiver clause is part of Section AC – Proposal Form. Submission of a fully executed Proposal Form shall include the Contractor's agreement to the Proposal Evaluation Waiver.

08 INSURANCE

A. Each proposer shall include in his proposal the complete cost for insurance required under the General Conditions and Supplementary Conditions and Section BD Insurance Certificates and Bonds.

B. Contractor shall carry and keep in full force for the duration of the project, insurance coverage for builder's risk, workmen's compensation, comprehensive general liability, and automobile liability as required by the General Conditions and/or Supplementary General Conditions and Section BD Insurance Certificates and Bonds of the Specifications.

09 PERFORMANCE BOND AND PAYMENT BOND

A. Each proposer shall include in this proposal the premium costs for 100% Performance Bond and 100% Payment Bond. These bonds shall cover the faithful performance of the contract and payment of all obligations arising thereunder in such form as the Owner may prescribe. The bonding companies must be acceptable to the Owner. The selected proposer shall deliver the required bonds to the Owner not later than the date of execution of the Contract.

10 PROPOSAL SECURITY

A. No proposal will be considered unless it is accompanied by a Proposal Security in the amount of ten-percent (10%) of the greatest amount proposed, including alternates, if any. Proposal Security shall be provided in one of the following forms:
   01 Certified or Cashier's Check
   02 AIA Document A310-2010 Bid Bond
   03 Section AD – Bid Security Bond
   04 Standard form utilized by Contractor’s Bonding Agent.

B. Bond issuing company must be approved to do business in the State of Texas.

C. The Proposal Security shall insure the execution of the contract and the furnishing of an acceptable Performance Bond and Payment Bond by the successful proposer within ten (10) days after notification of award to such proposer and that this proposal will not be withdrawn within sixty (60) days after date of opening of proposals without the consent of the Owner.

11 SUBMISSION OF POST PROPOSAL INFORMATION

A. All Proposers wishing to be considered shall submit the following not later than 24 hours after the date and time for receipt of Proposals. Forms shall be accepted in hard copy or electronic format (email or fax).
   01 Resume’s and supporting information for proposed Project Manager, Project Superintendent, and Assistant Superintendent (if applicable).
   02 Completed section AE – Proposed Subcontractor List; also designating what portions of the Work, if any, shall be self-performed by the Proposer.
   03 Proposer’s Safety Record and supporting documentation.
   04 Refer to Section AP – Contractor’s Proposed Project Personnel & Safety Record.

B. The selected proposer shall submit the following within five (5) days notification by the Architect:
   01 A statement of costs for each major item of work included in the proposal. Each section of specifications will be considered a major item of work and shall be shown as a separate cost item.

12 AWARD OF CONTRACT

A. The proposer to whom the award is made will be promptly notified. If a proposer (a) withdraws his proposal within 30 days after the date of time fixed for the opening of proposals in the Request for Proposals, or (b) fails or refuses to execute the Agreement,

or other required forms within ten (10) days after the same are presented to him for signature, or (c) fails or refuses to furnish properly executed Performance and Payment Bonds, and Certification of Required Insurance within fifteen calendar days of execution date of the Agreement, the Owner may award the work to another proposer or may call for new proposals.

B. The Contractor will be required to (a) submit his Proposal and Proposal Bond, (b) execute Contract and Performance and Payment Bonds, and (c) submit Certification of required insurances, all using the Owner's own or Owner's approved forms for such respective purposes.

C. Proposal Bond is forfeited if proposal is withdrawn after the proposal opening, or Contract Documents are not executed in accordance with the above.

13 NOTICE TO PROCEED

A. The Contractor shall not commence work under this Contract until he receives the Notice to Proceed, or the Contract is duly signed by the Owner, and the contractor must have the required bonds and insurance executed and in force.

14 COMPLETION TIME

A. The Owner has a critical need for this work to be performed and substantially completed by 2 August 2019.

B. Having thoroughly familiarized himself with the conditions as they exist at the building site and acquainted himself with the labor supply and the material market, the proposer will state in his proposal that he agrees to be substantially complete with the work by 2 August 2019.

C. Under the Base Proposal the successful Contractor will be 1) entitled to certain extensions of time and 2) subject to liquidated damages of $500.00 per day. Refer to Section 01 32 16 for additional scheduling requirements.

D. The definition of Substantial Completion is found in Article 9.8.1 of the AIA General Conditions bound herein.

15 ASBESTOS AND ASBESTOS CONTAINING MATERIALS

A. The use of any construction process or the installation of any asbestos and/or PCB's, or material containing asbestos or PCB's is strictly prohibited for this Project.

B. Prior to submitting a proposal, proposers shall notify the Architect, in writing, of any materials in these specifications which are known to contain or are likely to contain asbestos or PCB's.

C. Prior to payment of retainage and final payment the Contractor shall furnish a notarized statement certifying that no asbestos / PCB's or asbestos / PCB containing materials have been used in the Project.

D. In addition to the Contractor's notarized statement, the Subcontractors will be required to furnish notarized affidavits that no asbestos / PCB's or asbestos / PCB containing products have been used in this Project.

16 AVAILABILITY OF MATERIALS AND SYSTEMS

A. A serious effort has been made to select only materials that are asbestos free and systems that are readily available. As far as is known at proposal time all items are either available "off the shelf" or within a relatively short period of time.

01 If during the proposal period, a proposer becomes aware of an availability or delivery problem with any of the specified systems or materials or if they contain asbestos, he should notify the Architect immediately.

02 The Architect will promptly explore possibilities for selecting other systems or materials which would circumvent the problem and notify proposers of any changes in an addendum, otherwise it will be understood that only specified systems and materials that are asbestos free are included in the proposals.

B. Decisions regarding allowance items will be made in a timely manner to avoid construction delays.

17 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

A. The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The materials and equipment named in, and the procedures covered by these specifications have been selected as a standard because of quality, particular suitability or record of satisfactory performance. It is not intended to preclude the use of equal or better materials or equipment provided that same meets the requirements of the particular project and is approved in an addendum as a substitution prior to the submission of proposals.

B. No substitution will be considered prior to receipt of proposals unless written request for approval has been received by the Architect at least ten (10) days prior to the date for receipt of proposals. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

C. If the Architect approves any proposed substitution prior to receipt of proposals, such approval will be set forth in an Addendum. Proposers shall not rely upon approvals made in any other manner.

D. No substitutions will be considered after the Contract award.

18 PRE-APPROVED SUBCONTRACTORS

A. Specification sections may contain lists of pre-approved subcontractors whom the Owner, Architect, or his consultants have past knowledge that the firms have consistently provided acceptable or better performance and have previously demonstrated satisfactory quality and competence to provide the relative work.

01 Where specification sections do not include a pre-approved list of subcontractors, the Proposer is free to utilize any Subcontractor that the Proposer feels is a qualified to provide the work specified in full accordance with the Contract Documents.

02 There is not any warranty, express or implied, on the part of the Owner, Architect or his Consultants that the Subcontractor listed shall perform satisfactorily on this specific Project nor that they are financially sound at the present time.

03 Since it is required that the Proposer shall have the Contractor-Subcontractor relationship required by the Contract Documents with his Subcontractors, it is imperative that he be satisfied with the ability and financial strength of the listed Subcontractors.

B. The lists are not all inclusive; and such lists are not intended to restrict competition or exclude otherwise qualified Subcontractors from submitting bids. Accordingly, proposers may submit for consideration the names and qualifications of other Subcontractors which they feel are qualified by following the procedure enumerated below.

01 Refer to section AF – Subcontractor – Manufacturer Prequalification

02 The Subcontractor shall submit a completed AIA Document A305 – Contractor's Qualification Statement to Texas-IBI Group and the related consultant, if applicable, not later than 9:00 AM ten calendar days prior to the date established for the receipt of proposals. Statements received by FAX transmission will not be accepted.

03 After the proposed subcontractors are investigated and are found to be qualified, their names will be set forth in an addendum indicating them as "Acceptable Subcontractors"

C. Proposers shall include in their proposal only Subcontractor proposals from 1) those Subcontractor firms listed as Acceptable Subcontractors in the Specifications or 2) those Subcontractor firms listed in an Addendum as additional Acceptable Subcontractors.

19 PRE-APPROVED MANUFACTURERS

A. Specification sections may contain lists of pre-approved manufacturers whom the Owner, Architect, or his consultants have past knowledge that the firms have consistently provided acceptable or better performance and have previously demonstrated satisfactory quality and competence to provide the relative work.

01 The specifications are based on the first listed manufacturer or the manufacturer listed as the "basis for design".

02 Other listed manufacturers are acceptable only if the product(s) they propose to furnish meet or exceed all material and performance criteria specified and meet and / or exceed product(s) listed as the "basis for design".

03 There is not any warranty, express or implied, on the part of the Owner, Architect or his Consultants that the Manufacturer listed shall perform satisfactorily on this specific Project nor that they are financially sound at the present time.

04 Where specification sections do not include a pre-approved list of Manufacturers, the Proposer is free to utilize any Manufacturer that the Proposer feels is a qualified to provide the work specified in full accordance with the Contract Documents.

05 Since it is required that the Proposer shall have the Contractor-Subcontractor relationship required by the Contract Documents with his Subcontractors, it is imperative that he be satisfied with the ability and financial strength of the listed Subcontractors / Manufacturers.

B. The lists are not all inclusive; and such lists are not intended to restrict competition or exclude otherwise qualified Manufacturers from submitting bids. Accordingly, proposers may submit for consideration the names and qualifications of other Manufacturers which they feel are qualified by following the procedure enumerated below.

01 Contact Texas-IBI Group and the related consultant.

02 The Manufacturer shall submit complete and specific product data and other supporting information on the proposed product to Texas-IBI Group and the related consultant, if applicable, not later than ten (10) calendar days prior to the date established for the receipt of proposals. Information shall be submitted electronically or hard copy; FAX transmissions will not be accepted.

03 After the proposed Manufacturer and product(s) are investigated and are found to be acceptable, their names will be set forth in an addendum indicating them as "Acceptable Manufacturers"

C. Proposers shall include in their proposal based only on Manufacturer's from 1) those Manufacturers listed as Acceptable Manufacturers in the Specifications or 2) those Manufacturers listed in an Addendum as additional Acceptable Manufacturer.

D. Where manufacturer and or product are specified as "no substitutions", only the specified manufacturer and product shall be acceptable to include in a Proposal.

20 DETERMINATION OF SUCCESSFUL PROPOSER AND AWARD OF CONTRACT

A. In determining the lowest responsible Proposer, the Owner will evaluate the information derived from the Contractor's Qualification Statement required herein and the information submitted on the Proposal Form. Items to be evaluated will be as follows:

1. The amount of the base bid/proposal and each alternate	Evaluator score x 13 weighted factor
2. The length of construction time proposed	Evaluator score x 7 weighted factor
3. The probability that the proposer can perform in accordance with the proposal documents	Evaluator score x 10 weighted factor
4. The likelihood that the proposer will perform without delay or interference	Evaluator score x 11 weighted factor
5. The responsibility and reputation of the proposer	Evaluator score x 13 weighted factor
6. The quality of the proposer's performance on previous contracts and school projects	Evaluator score x 11 weighted factor
7. The proposer's previous compliance with laws affecting the project	Evaluator score x 3 weighted factor
8. Sufficient experience and means of any / all subcontractors proposed to perform the work.	Evaluator score x 10 weighted factor
9. The sufficiency of the proposer's financial resources	Evaluator score x 5 weighted factor
10. The quality and availability of the proposer's personnel and services	Evaluator score x 6 weighted factor
11. The probability of satisfactory future maintenance, repair and service to be performed by the proposer	Evaluator score x 5 weighted factor
12. The number and scope of conditions, if any, attached to the proposal by the proposer	Evaluator score x 6 weighted factor

B. A decision regarding determination of the successful Proposer will be made by the Owner as soon as practicable.

END OF SECTION

SECTION AC

PROPOSAL FORM – CSP STIPULATED SUM

2019 SECURITY IMPROVEMENTS
ALIEF INDEPENDENT SCHOOL DISTRICT

Submitted by: _____

Date: _____ Phone No.: _____

To: Board of Trustees
Alief Independent School District
4250 Cook Road
Houston, Texas 77072

Having examined Proposal and Contract Documents prepared by Texas-IBI Group, dated February 19, 2019, and having examined site conditions, the undersigned proposes to furnish all labor, equipment and materials and perform all work for the completion of the above-named project for the sum indicated below.

In submitting his Proposal, the undersigned agrees to the following:

A. Hold base proposal open for acceptance 30 days.
B. Hold alternate proposals open for acceptance 120 days.
C. Accept rights of Owner to reject any or all proposals, to waive formalities and to accept proposal which Owner considers most advantageous.
D. Enter into and execute the contract, if awarded, for the Base Proposal and accepted Alternate Proposals.
E. Complete work in accordance with the Contract Documents within the stipulated contract time.

I. ADDENDA: The undersigned acknowledges receipt of the following Addenda

_____ ADD-01 dated _____ _____ ADD-02 dated _____
_____ ADD-03 dated _____ _____ ADD-04 dated _____
_____ ADD-05 dated _____ _____ ADD-06 dated _____
_____ ADD-07 dated _____ _____ ADD-08 dated _____

II. BASE PROPOSAL

Undersigned agrees to complete the work for the lump sum amounts of:

_____Dollars
(Amount written in words governs)

$_____
(Amount in figures)

III. CONTRACT TIME

Submission of a Proposal signifies the undersigned Proposer agrees to commence not later than Monday, 27 May 2019, and achieve substantial Completion of the entire scope of Work not later than Friday, 16 August 2019.

IV. ALLOWANCES

Submission of a Proposal signifies the undersigned Proposer signifies that the stipulated Base Proposal amount includes the following Allowances:

F. Owner's Contingency Allowance: $80,000.00
G. City of Houston Building Permits: $35,000.00

IV. ALTERNATES

If the Owner elects to accept any or all of the Alternates, the undersigned agrees to modify the Base Proposal as stipulated below.

The Owner shall accept Alternate 1A, 1B or 1C to be incorporated into the scope of Work.

ALTERNATE NO. 1A – Access Control Integrator – MICRO INTEGRATION

Add/Deduct _____Dollars
(Amount written in words governs)
$_____
(Amount in figures)

ALTERNATE NO. 1B – Access Control Integrator – DAC

Add/Deduct _____Dollars
(Amount written in words governs)
$_____
(Amount in figures)

ALTERNATE NO. 1C – Access Control Integrator – KNIGHT

Add/Deduct _____Dollars
(Amount written in words governs)
$_____
(Amount in figures)

V. UNIT PRICES

The Proposer agrees to use the following unit pricing for addition or deletion of the listed scopes of work or products:

Access Control Systems

Product Interface Module (PIM)	_____ Each (EA)
Access Control Device XXXXX	_____ Each (EA)
Access Control Control Board	_____ Each (EA)

Doors, Frames and Door Hardware

3070 Solid Core P-Lam Door with 6" HM Frame - No Hardware	_____ Each (EA)
Door Hinge Set – 1-1/2 pair butts	_____ Each (EA)
Door Closer	_____ Each (EA)
Wall Stop	_____ Each (EA)
Door Lite – 8" x 31" with 1/4" Clear Tempered Glazing	_____ Each (EA)

VI. CHANGES IN THE WORK

The undersigned understands that changes in the work shall be performed in accordance with the General Conditions.

VII. LIQUIDATED DAMAGES

The undersigned understands that liquidated damages as defined in the General Conditions will be included in the form of Agreement Between Owner and Contractor and that the contractor will be bound thereto.

VIII. PROPOSAL EVALUATION WAIVER

By submitting a Proposal, the proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

It is understood that the right is reserved by the Owner to reject any or all proposals, or waive any informalities in Receipt of Proposals.

The undersigned certifies that the amounts contained in this Competitive Sealed Proposal have been carefully checked and are submitted as correct and final; and additionally, agrees to comply with all provisions of the Proposal Form.

Type of Proposer's Organization:

_____
(Corporation, Co-Partnership, Individual, etc.)

Proposer: _____
(Print or Type)

_____
(Signature of Proposer)

Title of Office: _____
(Print or Type)

Legal Address: _____
(Print or Type)

_____

Zip Code: _____ Tel.: (_____) _____-_____
(Print or Type)

ATTEST:

_____
(Secretary, if Proposer is a Corporation

SEAL:
(If Corporation)

COMPETITIVE SEALED PROPOSAL MUST BE SUBMITTED IN DUPLICATE

The Proposal Form must be accompanied by:

01 Bid Security / Bid Bond (10%)
02 Certification Form
03 International Business Relationships
04 Felony Conviction Notification
05 Acknowledgement Form
06 Conflict of Interest Questionnaire
07 HB 1295 Certificate of Interested Parties – Form 1295
08 Debarment Form
09 Sb 9 Contractor Certification
10 Payment & Performance Bonds

In order to receive full consideration, the following documents must be delivered to the Architect and Owner within 24 hours of the date and time of submission of Base Proposal:

01 Proposed Subcontractor Form (Section AE)
02 Proposed Personnel and Safety Record (Section AP)

END OF SECTION

SECTION AE

PROPOSED SUBCONTRACTOR FORM

ALIEF ISD 2019 SECURITY IMPROVEMENTS

NOTE: THIS FORM MUST BE SUBMITTED WITHIN 24 HOURS OF RECEIPT OF BASE PROPOSAL.

GENERAL CONTRACTOR: _____

01 GENERAL

A. One of the evaluation criteria used to select the successful General Contractor is the sub-contractors proposed to be used for the Work. In order to receive consideration for the award of the Contract, each Proposer must submit a list of sub-contractors proposed be used for the Work.

B. Recognizing the Proposer may not have firm contractual agreements with sub-contractors immediately following submission of Proposals, an allowance is made to submit two (2) sub-contractors for each trade listed below.

02 PROPOSED SUB-CONTRACTORS

List sub-contractors in the order with which there is the best likelihood of using for the Work stipulated.

Trade	Sub-Contractor 1	Sub-Contractor 2
Hollow Metal	_____	_____
SCPL Doors	_____	_____
Finish Hardware	_____	_____
Glass & Glazing	_____	_____
Gyp Bd Systems	_____	_____
Acoustical Ceil'g	_____	_____
Painting	_____	_____
Electrical	_____	_____
Access Control	_____	_____

NOTE: THIS FORM MUST BE SUBMITTED WITHIN 24 HOURS OF RECEIPT OF BASE PROPOSAL.

END OF SECTION

SECTION AF

SUBCONTRACTOR / MANUFACTURER PREQUALIFICATION

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 GENERAL

A. Refer to Section AB – Instructions to Proposers.

B. The Contract Documents – Drawings and Specifications – are produced and based on specific manufacturer's materials and assemblies; including proper interface with adjacent materials and assemblies. The 'basis of design' manufacturer and product is identified in each section of Specifications or as noted on the Drawings.

01 Unless specifically defined as' proprietary' or 'no substitutions', other manufacturers are listed in the specification section. These manufacturers have previously demonstrated a superior level of product and service and are therefore listed as 'Acceptable' Manufacturers.

C. In addition to a specific manufacturer's material / product used as the basis of design, certain sections of the Specifications list Acceptable Subcontractors. These sub-contractors have previously demonstrated a superior level of workmanship, capability and service.

D. It is not the intent to limit competition or exclude other qualified manufacturers or sub-contractors from proposing on the Work; however, those requesting to be added to an 'acceptable' list are required to provide documentation for evaluation by the Architect or Consultant prior to submitting a bid / proposal to a general contractor.

PART 2 - MANUFACTURERS

2.1 ACCEPTABLE MANUFACTURER LISTINGS

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

01 The materials and equipment named in, and the procedures covered by these specifications have been selected as a standard because of quality, particular suitability or record of satisfactory performance.

B. In sections where a particular manufacturer's product is used as the "basis for design", that product and other specified descriptions shall establish the minimum requirements, performance criteria and attributes necessary to meet the Contract Document requirements.

01 Where manufacturer and or product are specified as "no substitutions", only the specified manufacturer and product shall be acceptable to include in a Proposal.

C. In sections that have additional acceptable manufacturers listed, those manufacturers have been included based on historical data of providing quality products and assemblies.

D. The lists are not all inclusive nor is there any warranty, express or implied, on the part of the Owner, Architect or his Consultants that the sub-contractors and / or manufacturers listed shall perform satisfactorily on this Project, nor that they are financially sound at the present time. Since it is required that the Contractor shall have the Contractor-Subcontractor relationship required by the Contract Documents with his Subcontractors, it is imperative that he be satisfied with the ability and financial strength of the listed Subcontractors.

E. It is incumbent on the other listed acceptable manufacturers to propose on and provide product(s), material(s) and / or assembly(s) which fully meet or exceed the 'basis of design' product, attributes, performance and all other specified requirements.

01 By submitting a proposal / bid to a general contractor, a listed acceptable manufacturer is affirming that their proposal / bid meets or exceeds the 'basis of design' material / product / assembly and all specified requirements.

2.2 PROCEDURES DURING BIDDING / PROPOSAL PERIOD

A. Proposers may submit for consideration the names and qualifications of other Manufacturers which they feel are qualified by following the procedure enumerated below.

B. Each manufacturer requesting to be added to the acceptable list of manufacturers included in individual specification sections must submit the following qualification information a minimum of ten (10) days prior to the proposal date.

01 Submit information to the Architect and relative A/E Consultant as applicable.

02 Submissions shall be accepted only in hard copy or electronically in PDF format.

03 Faxed submissions shall not be accepted.

C. For a manufacturer's product to be considered for acceptance, the following material must be submitted to the Architect or relative Consultant, as applicable, not later than ten (10) calendar days prior to the date set for the receipt of proposals from general contractors:

01 Name of manufacturer, contact person, phone number and email address.

02 Provide the specification section number and the specific specified product for which the substitution request is being made.

03 Submit a copy of the printed project specification section with each and every paragraph and statement initialed by the submitter that their proposed product shall meet or exceed the specified properties, attributes and / or performance criteria. Where proposed products may deviate from the specification, clearly indicate so; and submit / describe in detail what alternatively is proposed to be accepted.

04 Provide complete and specific product data for the proposed product, including but not limited to like information, performance criteria, test results, etc. established for the "basis of design" product and accompanying specifications. Submission of general documentation that does not specifically identify only the proposed substitution shall not be accepted.

05 If the proposed product alters an assembly, detail or interface with adjacent materials as described in the Contract Documents, provide graphic illustration of the revised assembly, detail or interface with adjacent materials. Submission of general or generic documentation / details that do not specifically relate to this project shall not be accepted.

06 Other supporting documentation the submitter wants to be included in the evaluation process.

D. Submissions which fail to clearly delineate the specific information to be considered shall not be considered for acceptance; nor will the submitter be notified to correct the deficiency of the submitted material.

E. A submitted product found to be acceptable for use in this project shall be included by Addendum. No other form of approval shall allow the product to be substituted.

F. Proposers shall include in their proposal only manufacturers that are listed as acceptable in the specifications, or subsequently included in an Addendum as being acceptable.

PART 3 - SUBCONTRACTORS

3.1 ACCEPTABLE SUBCONTRACTOR LISTINGS

A. Certain sections of the Specifications may list Acceptable Subcontractors. For the work included in those sections, Proposals must include one of the Sub-Contractors listed. Where a specification section does not include a list of Acceptable Subcontractors, the General Contractor / Proposer is free to utilize any Subcontractor that the General Contractor feels is an acceptable subcontractor.

B. The Subcontractors listed as acceptable have been selected because of a demonstrated ability to acceptably perform the Work required for a project of this type and size within the allowable time anticipated for construction. It is not intended to preclude the use of other equally or better qualified Subcontractors provided that same meet the requirements of this particular project.

C. The lists are not all inclusive nor is there any warranty, express or implied, on the part of the Owner, Architect or his Consultants that the sub-contractors and / or manufacturers listed shall perform satisfactorily on this Project nor that they are financially sound at the present time. Since it is required that the Contractor shall have the Contractor-Subcontractor relationship required by the Contract Documents with his Subcontractors, it is imperative that he be satisfied with the ability and financial strength of the listed Subcontractors.

3.2 PROCEDURES DURING BIDDING / PROPOSAL PERIOD

A. Any Proposer desiring to have a Subcontractor included in the list of Acceptable Subcontractors shall have the Subcontractor submit qualification information to the Architect or pertinent Consultant as applicable for evaluation to be accepted to provide work on this project.

B. Each subcontractor requesting to be added to the acceptable list of subcontractors included in individual specification sections must submit the following qualification information a minimum of ten (10) days prior to the proposal date.

01 The Subcontractor shall submit a completed AIA Document A305 – Contractor's Qualification Statement to Texas-IBI Group and the related consultant, if applicable, not later than 9:00 AM ten calendar days prior to the date established for the receipt of proposals. Statements received by FAX transmission will <u>not</u> be accepted.

01 Submit information to the Architect and relative A/E Consultant as applicable.

02 Submissions shall be accepted only in hard copy or electronically in PDF format.

03 Faxed submissions shall not be accepted.

C. For a proposed subcontractor to be considered for acceptance the following material must be submitted to the Architect or relative Consultant, as applicable, not later than

ten (10) calendar days prior to the date and time set for the receipt of proposals from general contractors:

01 Name of subcontractor, contact person, phone number and email address.

02 Provide the specification section number(s) and the specific trade(s) for which the substitution request is made for.

03 Provide a completed Qualification Statement (AIA Document A305).

04 A list of at least five (5) projects of similar scope as the project being proposed on, which have been completed in the last five (5) years. Submitted information for each project shall include the following information:

a. Project name and location.

b. General contractor's project manager name and contact information (current phone number and email address)

c. Architect's project manager name and contact information (current phone no. and email address).

D. A list of at least three (3) references of General Contractors and three (3) Architects which the proposer has completed work for in the last five (5) years including contact information (current phone number and email address).

01 Other supporting information the proposed subcontractor wants to be considered in the evaluation process.

E. A subcontractor found to be acceptable for use on this project shall be included by addendum. No other form of approval shall allow the subcontractor to be substituted.

F. Proposers shall include in their proposal only subcontractors that are listed as acceptable in the specifications, or subsequently included in an Addendum as being acceptable.

END OF SECTION

SECTION AG

AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

ALIEF ISD 2019 SECURITY IMPROVEMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This company, contractor, or subcontractor agrees to refrain from discrimination in terms and conditions of employment to the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and Rules and Regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

_____
Company Name

_____
Signature

_____
Title

STATE OF TEXAS)
)
COUNTY OF HARRIS)

SWORN TO AND SUBSCRIBED before me at _____, Texas, this the _____ day of _____, 20 _____, A.D.

_____

Notary Public in and for _____ County, Texas

END OF SECTION

SECTION AH

INDEMNITY AND HOLD HARMLESS AGREEMENT

STATE OF TEXAS)
)
COUNTY OF _____)

This Agreement is made by and between Alief Independent School District (called "Owner") and

_____.

_____ (called "Contractor"), to be effective from its date of execution, in which Contractor, as condition precedent to its engagement to perform supervise, and subcontract particular work on behalf of Owner referred to for all purposes as the **2019 SECURITY IMPROVEMENTS** (called "Project") agrees to indemnify and hold harmless Owner, its Board of Trustees, individually and in their capacities, and all employees and agents of Owner, from any and all claims, actions, demands, suits, causes or otherwise, for personal injury, death or property damage, arising out of or related directly or indirectly to the Project, brought by or on behalf of any person, group of persons, or legal entity.

All contracts and other documents relating to the Project are hereby incorporated herein and deemed to be a part hereof by reference. Further, Contractor agrees that the consideration which it is to receive for the performance of work under Project be deemed adequate consideration for the execution of this indemnity and hold harmless agreement, of which it forms an integral part.

Executed in duplicated originals this _____day of _____, 20_____.

CONTRACTOR

By:

_____
Authorized Representative Signature

_____
Title

OWNER - ALIEF INDEPENDENT SCHOOL DISTRICT

By:

_____
Authorized Representative Signature

_____
Title

END OF SECTION

SECTION AI

Texas-IBI Group

WAIVER, RELEASE AND INDEMNITY AGREEMENT

Whereas, Texas-IBI Group, hereinafter "Architect" has utilized certain electronic CADD files in preparation of drawings for the Project, **ALIEF ISD 2019 SECURITY IMPROVEMENTS**, on behalf of Alief Independent School District, the "Owner", and

Whereas, _____, a Subcontractor/Contractor for _____ or _____, a sub-tier contractor to _____ hereafter "Subcontractors" desires to obtain copies on magnetic disk of certain of the Architect's computer aided drafting (CADD) files consisting of construction drawings for the Project, hereinafter, "Electronic Media," and

Whereas, Architect is willing to provide copies for the convenience of Subcontractors only under certain express conditions of understanding, acknowledgment and covenant as hereinafter provided without qualification.

Now therefore, Architect and Subcontractor agree as follows:

1. ACKNOWLEDGEMENT AND LIMITATIONS: It is acknowledged that (1) Architect's instruments of professional serves are the hard copy drawings and specifications issued by Architect hereinafter "Instrument", (2) the Electronic Media are not substitutions for said Instruments, (3) differences may exist between said Instruments and the Electronic Media which Architect is under no obligation to discover or disclose if known, (4) the Electronic Media may be incompatible with the Subcontractor's software and hardware configurations. In all ways, including those enumerated, Subcontractors accept the Electronic Media "as is" and Architect is under no obligation to correct, update for changes, enhance or maintain the Electronic Media for Subcontractors. Architect does not represent or warrant that the Electronic Media are complete, free from defects, or accurate now or in the future. It is acknowledged, finally, that no client relationship is created by or through this instrument between Architect and Subcontractors.

2. WAIVER AND RELEASE: Subcontractors agree all risk of incomplete, inaccurate, defective and variant information contained in the Electronic Media, and waives, quits, and forever discharges and releases the Owner, the Architect and there officers, directors, employees and successors for every claim arising out of or related to any error, discrepancy, inaccuracy, variation or other defect in the Electronic Media, whether or not resulting in whole or in part from an act, error or omission of the Architect and whether or not such claim is known or unknown as of the date of this waiver and release.

3. REUSE: The Electronic Media is not reusable for any other project or for additions or extensions of the project identified in the Electronic Media. Architect does not authorize release of the Electronic Media to any person or party other than the Subcontractors, and the Subcontractors agree and covenant not to release the Electronic Media to any other party.

4. INDEMNIFICATION: Use of the Electronic Media shall be at the sole risk of the Subcontractors and without liability or legal expense to the Owner or the Architect; further, Subcontractors shall, to the fullest extent permitted by law, defend, indemnify and hold the Owner, the Architect and its officers, directors, employees and successors harmless from all claims, damages, including bodily injury or death, losses and expenses, including attorney fees, arising out of or resulting in whole or in part from the use of the Electronic Media.

5. DISPUTES: Due to the risk of damage, anomalies in transcription or copying and modification during use by Subcontractors where intended or otherwise, it is agreed the Architect's archived copy of the Electronic Media, if Architect chooses to maintain same shall be conclusive, irrefutable proof in all disputes over the content of the Electronic Media furnished to Subcontractors by this Agreement.

Wherefore, the parties have signed this Release, Waiver and Indemnify Agreement on the

_____ Day of _____, 20_____.

ARCHITECT:

TEXAS-IBI GROUP

_____
Signature

_____
Title

Date: _____

CONTRACTOR:

_____
Signature

_____
Title

Date: _____

SUBCONTRACTOR:

_____
Signature

_____
Title

Date: _____

Salas O'Brien

WAIVER, RELEASE AND INDEMNITY AGREEMENT

Whereas, Salas O'Brien, hereinafter "Engineer" has utilized certain electronic CADD files in preparation of drawings for the Project, **ALIEF ISD 2019 SECURITY IMPROVEMENTS**, on behalf of Alief Independent School District, the "Owner", and

Whereas, _____, a Subcontractor for _____ or _____, a subtier contractor to _____ hereafter "Subcontractors" desires to obtain copies on magnetic disk of certain of the Engineer computer aided drafting (CADD) files consisting of construction drawings for the Project, hereinafter, "Electronic Media," and

Whereas, Engineer is willing to provide copies for the convenience of Subcontractors only under certain express conditions of understanding, acknowledgment and covenant as hereinafter provided without qualification.

Now Therefore, Engineer and Subcontractor agree as follows:

1. ACKNOWLEDGMENT AND LIMITATIONS: It is acknowledged that (1) Engineer's instruments of professional services are the hard copy drawings and specifications issued by Engineer hereinafter "Instrument", (2) the Electronic Media are not substitutions for said Instruments, (3) differences may exist between said Instruments and the Electronic Media which Engineer is under no obligation to discover or disclose if known, (4) the Electronic Media may be incompatible with Subcontractor's software and hardware configurations. In all ways, including those enumerated, Subcontractors accept the Electronic Media "as is" and Engineer is under no obligation to correct, update for changes, enhance or maintain the Electronic Media for Subcontractors. Engineer does not represent or warrant that the Electronic Media are complete, free from defects, or accurate now or in the future. It is acknowledged, finally, that no client relationship is created by or through this instrument between Engineer and Subcontractors.

2. WAIVER AND RELEASE: Subcontractors agree all risk of incomplete, inaccurate, defective and variant information contained in the Electronic Media, and waives, quits, and forever discharges and releases the Owner, the Engineer and their officers, directors, employees and successors from every claim arising out of or related to any error, discrepancy, inaccuracy, variation or other defect in the Electronic Media, whether or not resulting in whole or in part from an act, error or omission of the Engineer and whether or not such claim is known or unknown as of the date of this waiver and release.

3. REUSE: The Electronic Media is not reusable for any other project or for additions or extensions of the project identified in the Electronic Media. Engineer does not authorize release of the Electronic Media to any person or party other than the Subcontractors, and the Subcontractors agree and covenant not to release the Electronic Media to any other party.

4. INDEMNIFICATION: Use of the Electronic Media shall be at the sole risk of the Subcontractors and without liability or legal expense to the Owner or the Engineer; further, Subcontractors shall, to the fullest extent permitted by law, defend, indemnify and hold the Owner, the Engineer and its officers, directors, employees and successors harmless from all claims, damages, including bodily injury or death, losses and expenses, including attorney fees, arising out of or resulting in whole or in part from the use of the Electronic Media.

5. DISPUTES: Due to the risk of damage, anomalies in transcription or copying and modification during use by Subcontractors where intended or otherwise, it is agreed the Engineer's archived copy of the Electronic Media, if Engineer chooses to maintain same, shall be conclusive, irrefutable proof in all disputes over the content of the Electronic Media furnished to Subcontractors by this Agreement.

Wherefore, the parties have signed this Release, Waiver and Indemnify Agreement on the _____ Day of _____, 20_____.

ENGINEER:

SALAS O'BRIEN

_____
Signature

_____
Title

Date: _____

CONTRACTOR:

_____
Signature

_____
Title

Date: _____

SUBCONTRACTOR:

_____
Signature

_____
Title

Date: _____

END OF SECTION

SECTION AJ

ALIEF INDEPENDENT SCHOOL DISTRICT
PREVAILING WAGE RATES

The Contractor and each Subcontractor shall pay to all laborers, workmen and mechanics employed in execution of this Contract not less than rates set for the below for each craft or type of workman or mechanic needed to execute the Contract.

Determination of prevailing wages shall not be construed to prohibit payment of more than the rates named.

Attention of Contractors and all Subcontractors is called to the following laws of Texas relating to labor;

V.T.C.S. Article 5159a, as amended Section 5 of Acts 1973, 63rd Legislature, age 995, Chapter 399;

V.T.C.S. Article 5165.1 and 5165.3 as amended Section 5 of Acts 1973, 63rd Legislature, age 995, Chapter 399;

Prevailing Wage Rate Determination Information
The following information is from Chapter 2258 Texas Government Code Title 10.

2258.021. Right to be Paid Prevailing Wage Rates.

(a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

2258.023. Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.

A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Prevailing Wage Rates - School Construction Trades
Effective March 1, 2016 to March 1, 2019
Texas Gulf Coast Area

CLASSIFICATION	HOURLY RATE
Asbestos Worker	$15.42
Bricklayers; Masons	$18.34
Carpenters / Caseworker	$21.50
Carpet Layers/Floor Installers	$20.03
Concrete Finishers	$16.13
Data Com / Telecom Installer	$23.50
Drywall Installers; Ceiling Installers	$16.69
Electricians	$22.44
Elevator Mechanics	$30.00
Fire Proofing Installer	$19.13
Glaziers	$19.87
Heavy Equipment Operators	$18.18
Insulators	$16.16
Ironworkers	$18.14
Laborers	$11.81
Lather / Plasterer	$18.03
Light Equipment Operators	$15.21
Metal Building Assemblers	$17.53
Millwrights	$20.69
Painters / Wall Covering Installers	$15.75
Pipefitters	$25.70
Plumbers	$26.50
Roofers	$18.80
Sheet Metal Workers	$20.46
Sprinkler Fitters	$25.10
Steel Erector	$19.33
Terrazzo Workers	$19.67
Tile Setters	$19.83
Waterproofers / Caulkers	$19.00

This document was developed in strict accordance with the Texas Government Code Chapter 2258.

Prevailing Wage Rates
Worker Classification Definition Sheet

Asbestos Worker	Worker who removes & disposes of asbestos materials.
Bricklayers/Masons	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials & accessories.
Carpenter / Caseworker	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer / Floor Installer	Worker who installs carpets and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who floats, trowels and finishes concrete.
Data Comm / Telecom Installer	Worker who installs data/telephone & television cable and associated equipment and accessories.
Drywall / Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids & ceilings.
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems &HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back-filler, power operated shovel, winch truck, all trenching machines.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete Rebar.
Laborer / Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials & tools, hauling, digging, clean-up.
Lather / Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing and installs associated accessories.
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & align pumps.
Painter / Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall coverings, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Roofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Steel Erector	Worker who erects and dismantles structural steel frames of buildings and other structures.
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.

Waterproofer / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.

END OF SECTION

SECTION AN

PROPOSAL PHASE PROCEDURES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 – GENERAL

1.1 DESCRIPTION

A. Refer to Section AB – Instructions to Proposers and Section AF – Subcontractor / Manufacturer Prequalification for substitutions.

B. Scope of Work:
   01 This section contains procedures to be followed by general contractor proposers and sub-contractors / material suppliers during the proposal phase of the project.

C. Related Work:
   01 All sections of specifications contained in the Project Manual.
   02 All drawings issued as Contract Documents.
   03 All Addenda issued during the proposal phase.

1.2 SUBMITTALS

A. Qualification Statements

B. Project Lists

C. References

1.3 QUALITY ASSURANCE

A. The Proposer's Qualification Statement, including accompanying documents, is the primary tool used in the Competitive Sealed Proposal evaluation process. It is the Proposer's opportunity to demonstrate their strengths and qualifications.

B. It is the Proposer's sole responsibility to provide complete information on all required submittal documents.

C. It is the Proposer's sole responsibility to provide reference information that is current, accurate and viable; in that the references submitted shall respond.
   01 Evaluation requests for reference input shall be distributed, to references, by fax or email.
   02 No attempt shall be made by the Architect to correct inaccurate information submitted by the Proposer.
   03 Non-responses from Proposer's references shall have a negative impact on the Proposer in the evaluation process.

D. It is the Proposer's sole responsibility to provide Qualification Statement, including accompanying documents in a timely manner to allow ample time for reference inquiries and responses, and other evaluation processes.
   01 No attempt shall be made by the Architect to expedite responses from references submitted by the Proposer.
   02 Non-responses from Proposer's references shall have a negative impact on the Proposer in the evaluation process.

1.5 ON-LINE ACCESS TO PROJECT INFORMATION

A. Proposers List / Bidder List, Addenda, and related documents: Lists / documents may be obtained at any time by the following procedures.
   01 Go to www.ibigrouptexas.com
   02 Click on the Active Projects "hard hat" icon to access the active projects data base.
   03 Click on the desired project (listed by project number and name) hi-lighted as linkable.

1.6 PROPOSER ON-LINE ACQUISITION OF DOCUMENTS

A. Prospective Proposers who obtain proposal documents from a website, plan room or similar electronic format source MUST notify Texas-IBI Group that they are a Prospective Proposer for this project to be assured of receiving addenda and other related contract documents.

B. Information to be provided by Prospective Proposers:
   01 Company Name
   02 Company Address
   03 Company Phone Number
   04 Name of Primary Contact
   05 Primary Contact Phone Number
   06 Primary Contact Email Address

PART 2 – PROCEDURES

2.1 PROPOSER QUALIFICATION STATEMENTS

A. Proposer Qualification Statements are the primary vehicle used by the project evaluation members to assess the credentials of the Proposer with respect to evaluation criteria set forth in the Project Manual leading to the recommendation for award of Contract.
   01 It is the sole responsibility of the Proposer to assure the information provided is accurate, current, useful and verifiable.

B. In order to receive full consideration during the proposal evaluation period, each Proposer must submit a completed Qualification Statement (AIA Document A305) to the Architect a minimum of ten (10) days prior to receipt of proposals.
   01 Qualification Statements received within ten (10) days of the proposal date shall be accepted and processed; however, the proposer shall bear any / all consequences of a less than adequate evaluation due to a late submission.
   02 Fax and Email submissions for Qualification Statements will not be accepted.
   03 Submit one (1) copy of all qualification materials to the Architect:
      Texas-IBI Group
      Attn: Blair Hamilton
      455 East Medical Center Blvd., Suite 500, Webster, Texas 77598
   04 Submit one (1) copy of all qualification materials to the Owner's representative:
      Alief I.S.D.
      Attn: Glenn Jerrett
      12135 High Star, Houston, Texas 77072

C. In addition to the information required in AIA A-305 Qualification Statement, each proposer shall submit the following specific information attached to the Qualification Statement:

01 A list of at least five (5) projects of similar scope as the project being proposed on, which have been completed in the last five (5) years. Submitted information to include the following information:
   a. Project Name and Location
   b. Project Completion Date
   c. Final Project Cost
   d. Owner's Name and Contact Information (current phone no. and fax no.).
   e. Architect's Project Manager Name and Contact Information (current phone no. and fax no.).

02 A list of at least five (5) references of Owners and five (5) Architects which the proposer has completed work for in the last five (5) years including the following information:
   a. Name and Contact Information (current phone and fax numbers.).
   b. Submit your references on the attached "Reference Listing Form".

03 A list of all projects completed in the last two (2) years including the following information:
   a. Project Name and Location
   b. Project Completion Date
   c. Final Project Cost
   d. Owner's Name and Contact Information (current phone no. and fax no.).
   e. Architect's Project Manager Name and Contact Information (current phone no. and fax no.).

04 Any other information the Proposer wishes to submit to be used in the evaluation process.

2.2 PROPOSAL PHASE REQUEST FOR INFORMATION

A. All requests for information during the Proposal Phase should be made in writing – either by fax or email (preferred). Requests by telephone shall be accepted only at the discretion of the recipient.

B. Requests for information should be made directly to the responsible party / consultant:

01 Architectural / General: Texas-IBI Group: Blair Hamilton
Email: blair.hamilton@ibigroup.com
Texas-IBI Group: David Ramirez
Email: aaron.sanders@ibigroup.com

02 MEP Engineer: Salas O'Brien: Will Scarbora
Email: william.scarbora@salasobrien.com

C. All Proposal RFI's shall be responded to in writing by return fax or email only to the original sender.

D. Official changes to the Contract Documents originating from Proposal RFI's shall be issued by Addendum to all plan holders.

2.3 ADDENDA

A. All Addenda shall be issued by Salas O'Brien; however, each Addendum shall be limited to a single discipline (Architectural, MEP, Civil, Food Service, etc.), containing only Contract Document changes relative to that discipline.

B. Unless specific request by a Proposer to the contrary, all Addenda shall be issued electronically in .pdf format by email. Paper copies shall be available for pick-up at the request of any Proposer.

C. Re-issued, full size sheets shall be distributed to each plan holder in quantity(s) equal to the number of Proposal Document sets acquired from the Architect on a deposit basis.

SEE ATTACHED REFERENCE LISTING FORM

REFERENCE LISTING FOR 2019 SECURITY IMPROVEMENTS
ALIEF INDEPENDENT SCHOOL DISTRICT
ALIEF ISD CSP # 1911

Proposer / Contractor Name: _____ **Date:** _____

Printed Name: _____ **Signature:** _____

REFERENCE No. 1		
Project Name:		Completion Date:
Contract Amount:	$	Square Footage:
OWNER		**ARCHITECT**
Contact Name:		Contact Name:
Phone Number:		Phone Number:
Email Address:		Email Address:

REFERENCE No. 2		
Project Name:		Completion Date:
Contract Amount:	$	Square Footage:
OWNER		**ARCHITECT**
Contact Name:		Contact Name:
Phone Number:		Phone Number:
Email Address:		Email Address:

REFERENCE No. 3		
Project Name:		Completion Date:
Contract Amount:	$	Square Footage:
OWNER		**ARCHITECT**
Contact Name:		Contact Name:
Phone Number:		Phone Number:
Email Address:		Email Address:

REFERENCE No. 4		
Project Name:		Completion Date:
Contract Amount:	$	Square Footage:
OWNER		**ARCHITECT**
Contact Name:		Contact Name:
Phone Number:		Phone Number:
Email Address:		Email Address:

REFERENCE No. 5		
Project Name:		Completion Date:
Contract Amount:	$	Square Footage:
OWNER		**ARCHITECT**
Contact Name:		Contact Name:
Phone Number:		Phone Number:
Email Address:		Email Address:

END OF SECTION

SECTION AP

CONTRACTOR'S PROPOSED PROJECT PERSONNEL & SAFETY RECORD

2019 SECURITY IMPROVEMENTS
ALIEF ISD

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITHIN 24 HOURS OF BASE PROPOSAL.

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

A. An item of the evaluation criteria used to select the successful general contractor to perform this work is the qualifications of the Contractor's proposed project personnel to be assigned to this project.

B. Please submit the names of the personnel in the spaces provided below and submit as an attachment a resume and other supportive information of those persons listed.

01 Principal in Charge: _____

02 Project Manager: _____

03 Asst. PM (as applicable): _____

04 Superintendent: _____

05 Asst. Supt. (as applicable): _____

C. Contractors Safety Record: Submit the following Safety related information:
01 Current Workmen's Compensation Modifier
02 Number of lost time incidents during the past five years and the associated number of lost days. Include the number of Occupational Safety and Health Administration citations received during the past five years.

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITHIN 24 HOURS OF BASE PROPOSAL.

END OF SECTION

SECTION BA

CONTRACT DOCUMENTS

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

I. CONSTRUCTION CONTRACT AGREEMENT

A. The contract for the construction of the project shall be executed by the successful bidder on the 2017 Edition of AIA Document A101 Standard Form of Agreement between Owner and Contractor (Contract).

B. The Architect shall draft the Contract based on the Contract Documents and the successful Proposer's Proposal Form and supplementary information.

C. Said contract, fully executed, shall be delivered to the Owner within ten (10) days of receipt of "Notice of Acceptance."

II. CONDITIONS OF THE CONTRACT

A. The General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition, is hereby specifically made a part of the Contract Documents, whether attached hereto or not; and as supplemented and amended herein, constitutes the General Conditions.

B. Supplementary Conditions:

01 The Supplementary Conditions contain modifications to the General Conditions of the Contract for Construction, AIA Document A201-2017.

02 The Supplementary Conditions have been directly incorporated into the General Conditions of the Contract for Construction, AIA Document A201-2017. Revised General Conditions are included in these Specifications / Project Manual.

END OF SECTION

SECTION BB

PERFORMANCE BOND FORM

2019 SECURITY IMPROVEMENTS
ALIEF ISD CSP NO: 1911

STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENT, that we, _____, a Corporation of the State of Texas, with home office and principal place of business in _____, Texas, hereinafter called "Principal" and _____, a Corporation of the State of _____, hereinafter called "Surety" are held and firmly bond unto the Alief Independent School District, hereinafter called "Owner", in the amount of _____ ($_____) Dollars for payment whereof the said principal and surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has entered into a certain contract with the Alief Independent School District, the Owner, dated the _____ day of _____, 20_____, for the complete construction on the property of the Owner, located in Harris County, Texas, of the Work described as:

2019 SECURITY IMPROVEMENTS
FOR
ALIEF INDEPENDENT SCHOOL DISTRICT

which said Contract and Documents referred to therein is herein now referred to and made a part hereof as fully and completely as if copies in detail herein.

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of said Contract, including, but not limited to, the faithful performance of the Work required in accordance with the plans and specifications, during the original term thereof and extension thereof which may be granted by the Owner with or without notice to the Surety, and if said Principal shall satisfy all claims and demands incurred under such Contract and shall fully indemnify and save harmless the Owner from all costs, damages and reasonable expenses which it may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expenses, including attorney's fees, which the Owner may incur in making good any default, and shall reimburse and repay the Owner for all costs, including attorney's fees, which the Owner may incur in the prosecution or defense of any suit or proceeding arising out of the breach or default of the Principal, then this obligation shall be void; otherwise, to remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder or of the specifications accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications thereunder.

It is expressly provided that if any legal action shall be filed upon this bond, venue shall lie in Harris County, Texas.

Simultaneously with the execution of this Performance Bond, the parties hereto have executed a Payment Bond, reference to which is made for all purposes. Nothing in this Performance Bond shall in any way invalidate or nullify the obligations of the parties as set forth in said Payment Bond.

Provided, however, that this bond is executed pursuant to the provisions of Texas Government Code Chapter 2253, and liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copies at length herein.

Provided, however, that nothing in the bond shall be construed to limit the rights of the beneficiaries of this Bond which they might have under general, special or the common law of the State of Texas not inconsistent with the terms hereof and not inconsistent with the provisions of Texas Government Code Chapter 2253, as amended.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument on this

_____ day of _____, 20 _____.

_____
(Authorized Signature of Principal)

_____
(Title)

APPROVED AS TO FORM:	**ATTEST**:
_____	_____
Owner: Alief Independent School District	Secretary of Principal's Corporation
_____	_____
Attorney Representing Owner	Authorized Signature of Surety
_____	
Title	

END OF SECTION

SECTION BC

PAYMENT BOND FORM

2019 SECURITY IMPROVEMENTS
ALIEF ISD CSP NO: 1911

STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENT, that we, _____, a Corporation of the State of Texas, with home office and principal place of business in _____, Texas, hereinafter called "Principal" and _____, a Corporation of the State of _____, hereinafter called "Surety" are held and firmly bond unto the Alief Independent School District, hereinafter called "Owner", for the use and benefit of all persons, firms and corporations who may furnish material or perform labor upon the buildings or improvements hereinafter referred to, in the penal sum of _____ ($_____) Dollars, (the Contract Price), in lawful money of the United States of America, to be paid in _____, Texas for payment of which sum well and truly to be made we bind ourselves and our successors, jointly and severally, by these presents.

2019 SECURITY IMPROVEMENTS
FOR
ALIEF INDEPENDENT SCHOOL DISTRICT

which said Contract and Documents referred to therein is herein now referred to and made a part hereof as fully and completely as if copies in detail herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons, firms and corporations furnishing materials for, or performing labor in the prosecution of the Work provided for in such Contract, and any extension or modification thereof, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Texas Government Code Chapter 2253, and liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copies at length herein.

Provided, however, that nothing in the bond shall be construed to limit the rights of the beneficiaries of this Bond which they might have under general, special or the common law of the State of Texas not inconsistent with the terms hereof and not inconsistent with the provisions of Texas Government Code Chapter 2253, as amended.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or of the specifications accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications thereunder.

No final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied, and it is expressly provided that if any legal action shall be filed upon this bond, venue shall lie in Harris County, Texas.

Simultaneously with the execution of this Payment Bond, the parties hereto have executed a Performance Bond, reference to which is made for all purposes. Nothing in this Payment Bond shall in any way invalidate or nullify the obligations of the parties as set forth in said Performance Bond.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument on this

_____ day of _____, 20 _____.

_____
Authorized Signature of Principal

_____
Title

APPROVED AS TO FORM:

_____
Owner: Alief Independent School District

_____
Attorney Representing Owner

_____
Title

ATTEST:

_____
Secretary of Principal's Corporation

_____
Authorized Signature of Surety

END OF SECTION

SECTION BD

INSURANCE CERTIFICATES AND BONDS

ALIEF ISD 2019 SECURITY IMPROVEMENTS

1.0 GENERAL

A. This Section shall govern the entire Contract.

B. No Work will be commenced until all requirements of this Section have been approved by the Owner in writing. The Owner will be furnished a certificate of insurance acceptable, prior to the commencement of any Work.

C. The insurance shall contain a provision that at least thirty days prior written notice shall be given to the Owner in the event of cancellation, material change, or non-renewal.

D. Insurance shall be underwritten by a company rated not less than B+ VII in Best's latest published guide.

E. There shall be a hold harmless agreement in which the Contractor assumes liability on the contract and holds the Owner harmless.

F. The Contractor shall purchase and maintain in force the following kinds of insurance and bonds for operations under construction contracts and as specified in each section.

G. The Owner, Superintendent and Board of Trustees shall be named as an additional insured by endorsement on the Contractor's policies with respect to the subject project.

2.0 CASUALTY INSURANCE

A. Worker's Compensation insurance shall be kept in full force and effect for the duration of the project by all Contractors and Subcontractors providing services on this construction site. All policies and coverages shall be in full conformance with the latest regulations of the Texas Worker's Compensation Commission and the Texas Labor Code. All persons providing services on this project shall provide a Certificate of Coverage directly to the Owner and Architect. Furthermore, the Owner reserves the right to continue monitoring the coverages of all workers for the entire duration of this Project.

01	Employer's Liability Limit:	Note Less Than:	$100,000

B. Commercial General Liability Insurance (Occurrence basis only).

01	Bodily Injury and Property Damage	Each Occurrence	$1,000,000
		General Aggregate	$2,000,000
02	Personal and Advertising Injury	Occurrence	$1,000,000
03	Broad For Property Damage	Each Occurrence	$1,000,000
		(Include Complete Operations)	
		Aggregate	$2,000,000
		(Include X-C-U Coverage)	
04	Covering Hold Harmless Property Damage	Each Occurrence	$1,000,000
		Aggregate	$2,000,000
05	Independent Contractor's Bodily Injury / Property Damage	Each Occurrence	$1,000,000
		Aggregate	$2,000,000

06	Products and Completed Operations		
	Bodily Injury	Each Occurrence	$1,000,000
	Property Damage	Each Occurrence	$1,000,000
	Aggregate		$2,000,000
07	Fire Damage, Legal Liability		$100,000
08	Medical Expenses	Any One Person	$5,000

2.1 AUTOMOBILE LIABILITY INSURANCE

A. Business (Commercial) Automobile Liability Insurance All owned, non-owned and hired coverages:

01 Bodily Injury and Property Damage Combined Single Limit $1,000,000

B. No deletions/exclusions from standard coverage form allowed without written consent of Owner.

2.2 UMBRELLA LIABILITY INSURANCE (EXCESS)

A. Umbrella Liability Insurance $1,000,000

B. The Owner shall be named as an additional insured on the Contractor's policy as to the subject job.

C. This policy shall provide coverage over the Workmen's Compensation, Commercial General Liability and Business Automobile Liability. (Covered all owned, non-owned and hired automobiles).

2.3 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE

A. Naming the Owner, Superintendent and Board of Trustees as additional insured with the following limits:

01 $1,000,000.00 each occurrence,

02 $1,000,000.00 aggregate as primary limits, irrespective of whether occurrence consists of bodily injury, death, property damage or combination thereof.

B. Covering the work to be performed for Owner by the Contractor and its subcontractor, if any. It will be necessary that the Contractor and the subcontractor, if any, be designated in the Declarations of the policy.

C. The definition of insured in the policy shall be endorsed to include officers, employees of the Owner, with respect to the work performed by the Contractor.

D. Written with same company as CGL policy.

E. The full policy limits will protect the Owner if needed and only the excess will protect the Architects and Engineers.

F. Original policy to be placed on file with the Owner.

2.4 PROPERTY INSURANCE (BUILDER'S RISK)

A. The policy shall be written in the name of the Owner, Contractor, and subcontractors as their interest may appear.

B. The policy shall be written on an all risk basis for physical loss or damage and include theft, vandalism, malicious mischief.

C. The amount of coverage shall be for the full insurable value of work.

D. The deductible shall not be over $1,000.00 without the approval of the Owner. (Deductible losses shall be paid by the Contractor.)

E. The policy shall include an endorsement allowing Owner occupancy, and the insurance shall not be cancelled or altered on account of partial occupancy prior to completion.

F. A subrogation clause shall waiver subrogation as to the Contractor, subcontractor, sub-subcontractors, the Owner, Superintendent, Board of Trustees and his employees and representatives.

G. The original builders risk policy shall be furnished to the Owner prior to start of the job.

3.0 BONDS

A. Statutory Performance Bond and Labor and Material Payment Bond, each in a personal sum equal to 100% of contract sum. File copies of the bond with the County Clerk and furnish the Owner a file receipt.

B. A Bid Bond or Bid Security in the amount of 10% of the greatest amount bid must be submitted with formal bids on contract or as otherwise specified in documents.

C. Performance and payment bonds shall remain in force throughout the warranty period of the contract.

D. The Work shall not commence until the bonds and insuring companies have been accepted as satisfactory by the Owner.

E. The original bonds will be delivered to the Owner with an attached authorization power of attorney.

END OF SECTION

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

2019 Security Improvements
Alief ISD CSP # 1911

THE OWNER:
(Name, legal status and address)

Alief Independent School District
12135 High Star
Houston, Texas 77072

THE ARCHITECT:
(Name, legal status and address)

Texas-IBI Group, Inc.
455 E. Medical Center Blvd., Suite 500
Webster, Texas 77598

P.O. Box 891209
Houston, Texas 77289

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.3.1 The Work also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the contract and all other items of cost or value needed to produce, construct and fully complete the Work identified by the Contract Documents.

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 Project Manual

The Project Manual is that portion of the Contract Documents consisting of proposal documents and written specifications describing the requirements for materials, equipment, systems, standards of workmanship for the work, and performance of related services. The term Project Manual and Specifications are interchangeable.

§ 1.1.6.1 Structure of the Specifications

.1 In the preparation of the Specifications, an effort has been made to segregate the various sections of the specifications under headings, by trade and / or scope of work in accordance with the Construction Specification Institute (CSI) formatting. This is done only for convenience and shall not relieve the Contractor of the responsibility of furnishing every item indicated or specified whether properly segregated or not.

.2 No responsibility, either direct or implied, will be assumed by the Owner or the Architect for omissions or duplications by the Contractor in the completion of the contract due to any alleged error in the arrangement of these specifications, nor shall any such segregation of work and materials serve to make the Architect an arbiter in defining limits to the agreements between the Contractor and his subcontractor or suppliers.

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.3 The misplacement, addition or omission of any letter, word or punctuation mark shall in no way invalidate the true spirit, intent, or meaning of the specifications.

.4 Abbreviations of the names of technical organizations and societies whose specifications, standards, or criteria are included by reference or noted by initials. References are the latest editions published prior to the date of the specifications unless otherwise noted.

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.1.9 Addendum or Addenda

Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the Contract Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Agreement is executed.

§ 1.1.10 Approved, Approved Equal, Approved Equivalent, Or Equal

The terms Approved, Approved Equal or Acceptable relate to the substitution of materials, equipment or procedure approved in writing by the Architect prior to receipt of competitive sealed proposals; and issued by Addendum to become part of the Contract Documents.

§ 1.1.11 Proposal Documents

Proposal Documents consist of all documents bound into or referenced in the Project Manual, the Drawings, and Addenda related thereto. The Project Manual contains the Proposal and Bidding Requirements, Sample Forms, Conditions of the Contract, the Specifications, and a list of Drawings, and Schedules, some of which are bound into the Project Manual (Other Drawings and Schedules are bound separately). The terms "Bid" and "Competitive Sealed Proposal" shall have the same meaning.

§ 1.1.12 Project Consultants

Project Consultants include the architect, engineers and other specialized consultants as identified in the Project Manual.

§ 1.1.13 Alternate Competitive Sealed Proposals

A separate amount stated on the Proposal / Bid Form which, if accepted by the Owner, will be added to or deducted from the Base Competitive Sealed Proposal. If accepted, the work that corresponds to the Alternate Proposal will become part of the Agreement between Owner and Contractor. Alternate Proposals shall remain valid for a minimum period of 30 days after receipt of proposals, regardless if an Owner - Contractor Agreement has been executed, unless indicated otherwise herein.

§ 1.1.14 Base Competitive Sealed Proposal

The Contractor's competitive sealed proposal for the Work, not including any Alternate Proposals. The Competitive Sealed Proposal may also include various other forms to be submitted as enumerated in the Project Manual.

§ 1.1.15 Contract Time

The period of time that is established in the Contract Documents for the Contractor to achieve Substantial Completion of the Work (guaranteed completion), or the period of time stated in the Contractor's Proposal to achieve Substantial Completion of the Work (nonguaranteed completion). In the case of a nonguaranteed completion, this period of time is subject to authorized adjustments and extensions of time as enumerated in the Contract Documents. The Contract Time shall be included in the Agreement.

§ 1.1.16 Date Of Agreement

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The date the Owner formally awards a Contract for Construction of the Work. This date will be inserted on the first page of the Agreement Between Owner and Contractor and shall be referenced in Performance Bond and Payment Bond forms. See also Date of Commencement of the Work (1.7.6).

§ 1.1.17 Date of Commencement of the Work

The date that either (1) the fully executed Agreement Between Owner and Contractor, or (2) a written Notice to Proceed is delivered to the Contractor, whichever is later. This date constitutes day zero (0) of the stated Contract Time.

§ 1.1.18 Day

The following days are referenced in the documents:

.1 Calendar Days: The days of the Gregorian calendar. The Contract Time is established in Calendar Days and extensions of time granted for Regular Work Days lost, if any, will be converted to Calendar Days.

.2 Holidays: The days officially recognized by the construction industry in this area as a holiday; normally limited to the observance days of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after, and Christmas Day.

.3 Regular Work Days: All calendar days except holidays that the Contractor has established to be worked within a week. Minimum number of regular work days per week shall be five (5). Requests for extensions of time shall be requested on the basis of Regular Work Days, and those days, if approved; will be converted to Calendar Days by appropriate multiplier (i.e. 1.4 multiplier for an established 5-day regular work week, 1.2 multiplier for an established 6-day work week, and 1.0 multiplier for an established 7-day work week).

.4 Anticipated Weather Days: An allowance of Regular Work Days, established as probable days lost due to weather delays; said allowance to be included in the Contractor's proposed Completion Time on his Proposal Form.

.5 Weather Delay Days: Regular Work Days when rain, flooding, snow, unusually high winds, excessively wet grounds, or similar weather related circumstances which prevent progress on major portions of the Work that affect the critical path of the project schedule as established by the Contractor. When the Agreement is based on a guaranteed substantial completion date, the Contractor shall not be allowed any extensions of time related to weather activities.

§ 1.1.19 Notice To Proceed

A notice given by the Owner or Architect to the Contractor that directs the Contractor to commence with the Work. It may also establish the Date of Commencement of the Work.

§ 1.1.20 Punch List

A comprehensive list prepared by the Contractor immediately prior to, and as a condition of Substantial Completion identifying all items still remaining to be corrected or completed. This list may be supplemented by the Owner and / or Owner's Consultants.

§ 1.1.21 Unit Prices

A cost for a unit of work as described in the Contract Documents. If the unit prices are accepted, they will be incorporated into the Agreement. The Owner may elect to reject Unit Prices prior to executing the Agreement. Unit prices included in the Agreement shall be valid through the completion of the Contract. If accepted, the Owner may add or deduct Unit Price scope of work at the amounts stated, and such amounts shall not be a subject to additional mark up by the Contractor or subcontractors if funded by an allowance included in the Agreement.

§ 1.1.22 Interpretations of Details, Methods, Specifications, Etc.

The following paragraphs are intended to govern throughout the specifications as though repeated under each separate section. These paragraphs are herein only in order to simplify the specifications and avoid repetition.

.1 The Contractor shall be responsible for the proper working, workmanship, installation, operation, appearance and durability of items incorporated into the project. If the Contractor is in disagreement with any items, details, methods, or specifications, he shall notify the Architect in writing prior to their incorporation in the work. Such matters will be clarified in writing by the Architect. When such notice by the Contractor to the Architect does not occur, the excuse that it was installed "as detailed or specified" and it does not function properly is not valid.

.2 All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used,

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cleaned, and conditioned in accordance with printed instructions of the manufacturer. Where there is any discrepancy between the manufacturer's requirements and what is indicated in the Contract Documents, the Contractor shall secure instruction or clarifications from the Architect before executing the work in question.

.3 The Contractor shall execute each part of the Work in strict accordance with the Contract Documents. The Contractor and all sub-contractors shall have the qualifications and skill required to complete the work in each of the trades and specialties involved. Where there is any doubt as to the requirements or quality of the work, the Contractor shall secure instruction or clarifications from the Architect before executing the work in question.

§ 1.1.23 Provide

Whenever the word "provide" is used in the Contract Documents, it shall mean the same as "furnish and install".

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.2.4 Precedence of the Contract Documents: The most recent issued document takes precedence over previous issued forms of the same document. The order of precedence is as follows with the highest authority listed first.

.1 The Agreement
.2 The Addenda
.3 The Supplementary Conditions
.4 The General Conditions of the Contract for Construction
.5 Drawings and Specifications shall have equal authority. Should these documents disagree in themselves, the Architect will select the appropriate method for performing the work at no additional increase in the Contract Cost.

§ 1.2.5 Relation of Specifications and Drawings: The Drawings and Specifications are correlative and have equal authority and priority. Should they disagree in themselves, or with each other, the Proposer, Contractor, and / or subcontractor shall base his proposal(s) on the most expensive combination of quality and quantity of work indicated. In the event of the above mentioned disagreements, the appropriate method of performing the Work will be made by the Architect. After award of the contract, and if necessary, an appropriate reduction in the contract amount will be accomplished by allowance expenditure authorization or change order.

§ 1.2.6 Basis of Design and Other Acceptable Manufacturers: Where a particular manufacturer's material(s), product(s) and / or item(s) is used as the basis of design, such item, including inherent attributes and performance characteristics, in conjunction with the specified attributes and performance requirements shall set the minimum standard to be furnished. Where other "acceptable manufacturers" are listed, the Contractor shall have the option of providing material(s), product(s) and / or item(s) from a listed manufacturer provided the listed manufacturer's material(s), product(s) and / or item(s) proposed to be furnished meet or exceed all specified attributes and performance criteria, including those of the material identified as the basis of design. Reasonable minor variations

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may be expected and may be acceptable. It is the Contractor's responsibility to verify that a bid / proposal received from a listed "acceptable manufacturer" meets or exceeds all specified requirements PRIOR to the contractor's submission of a bid or proposal to the Owner. No allowance shall be made for the Contractor's use of a listed "acceptable manufacturer" who's material(s), product(s) and / or item(s) does not meet or exceed all specified requirements. The Architect reserves the right to determine the equality of material(s), product(s) and / or item(s) that deviate from any of the indicated and / or specified requirements.

§ 1.2.7 Optional Materials, Brands and Processes: When more than one material, product, item and / or manufacturer is specifically listed for a particular item of Work, the choice shall be the Contractor's. Where particular items are specified, only the specified products of those named manufacturers are acceptable. Certain specified construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment but shall be provided by the manufacturer as required for a complete assembly as required for the proper functioning of the Work. Reasonable minor variations in equipment are expected and may be acceptable; however, indicated and specified performance and material requirements are the minimum, and will be required in addition to standard accessories. The Architect reserves the right to determine the equality of equipment and materials that deviate from any of the indicated and specified requirements. The final selection of color and pattern will be made by the Architect from the full range available from the manufacturer selected by the Contractor, unless the item is specified to match a specific color, to match existing or to match sample furnished.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

§ 1.7 The parties shall agree upon protocols governing the for the development, use, transmission, and exchange of digital data or documentation in digital form.

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§ 1.7.1 The Architect and Engineers shall make their respective electronic drawing files available to the Contractor and subcontractor for use in developing submittals. Such use shall be predicated on Contractor and subcontractor's execution of the Waiver, Release and Indemnity Agreement bound in the specifications and delivered to the Architect.

§ 1.7.2 Contractor's and subcontractor's use of the Architect's and Engineer's electronic drawing files shall be at the using or relying party's sole risk and without liability to the providing party. The use of provided files is done at Contractor's and subcontractor's sole risk; and the Contractor and subcontractor take full responsibility to determine the accuracy and completeness of the electronic drawing files required for their intended use.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental

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entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Unless specifically required by the Contract Documents to be paid by the Contractor, the Owner shall secure and pay governmental assessment and similar fees NOT directly associated with Work on site; including, but not limited to capital recovery fees, user / usage fees, fees associated with extending public utilities to the site, and similar assessed usage fees. Refer to paragraph 3.7.1 for fees to be paid for by the Contractor.

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

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

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

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

§ 2.3.6 Unless otherwise provided for in the Contract Document, the Contractor will be furnished free of charge, twenty (20) copies of the Drawings, Specifications and Addenda for the execution of the work. Provisions for additional sets shall be made; however, the Contractor shall pay actual reproduction costs of any additional copies required or requested.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

§ 2.6 Owner's Right to Occupy the Project

§ 2.6.1 If the project is delayed by the Contractor beyond the contractual Substantial Completion date, the Owner shall have the right to occupy or use, without prejudice to the right of either party, any completed or largely

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completed portions of the project. Such occupancy and use shall not constitute Substantial Completion nor acceptance of any work not in accordance with the Contract Documents.

§ 2.6.2 In the event of such prior use or occupancy by the Owner, the Contractor shall adjust the work schedule to accommodate Owner's use of the project; and such adjusted schedule shall not be grounds for a claim for additional general conditions or added costs by the Contractor to the Owner.

§ 2.6.3 Refer to Article 11 - Insurance and Bonds regarding property insurance requirements in the event of such occupancy.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

§ 3.2.2.1 Contractor shall be liable for any damage to Owner for failure to report any error, inconsistency or omission he may discover or should have discovered, but he shall not be liable to Owner or Architect for any damage resulting from such error, inconsistency or omission which he should not have discovered or which he did discover and at once so reported. Contractor shall do no work without approved Drawings, Specifications and final reviewed submittals.

§ 3.2.2.2 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the contract documents prior to execution of the Work.

§ 3.2.2.3 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor his Warranty, he shall promptly notify the Architect in writing, providing substantiation for his position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification.

§ 3.2.2.4 Prior to pouring any concrete floor slabs, the Contractor shall submit plan and section drawings, at scale of ¼" = 1'0", of each mechanical room to the Architect. These drawings shall be fully dimensioned showing all equipment piping, ductwork, electrical panels and devices, and structure, noting particularly the clearances proposed

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for each item. The Contractor shall make all corrections noted by the Architect and resubmit the drawings until noted "Reviewed – No Exceptions" by the Architect to ensure coordination among the trades. Once approved, the Contractor may begin Work on the floor slabs. The ¼" scale coordination drawings shall be required prior to the Architect or Engineer reviewing any submittals relating to components affected by the coordination drawings.

§ 3.2.2.5 In addition to the large scale documentation of mechanical rooms, the Contractor shall provide coordination drawings with input and documentation from the structural, mechanical, electrical, plumbing, data and fire suppression system subcontractors. Proposed work by each subcontractor shall be documented on a single drawing background of each area of the building. The purpose of the coordination drawings is to identify and resolve potential conflicts of building systems prior to installation. The Contractor shall conduct coordination meetings of all pertinent parties, including Architect and Engineers, to review coordination drawings, determine modifications required to eliminate conflicts, and revise drawings accordingly. The coordination drawings, once approved shall be used as the basis of installation of the components and assemblies of the included disciplines and trades.

§ 3.2.2.6 Contractor's application for payment shall not be approved once the project has entered the slab phase unless the coordination drawings have been submitted and reviewed without exception. Delays on the project due to the failure of the Contractor to submit the coordination drawings shall not be grounds for delays or requests for extensions of time.

§ 3.2.2.7 Upon completion of the submittal review process and prior to commencement of the Work, the Contractor shall schedule and conduct pre-installation meetings of all subcontractors to allow the subcontractor to demonstrate his understanding of the Contract Documents and final reviewed submittals to the Architect, to review all requirements to interface with adjacent work, and to allow the subcontractor to ask for any interpretation he may require to have a full understanding of his work to be provided. All pre-installation meetings shall be attended by the Contractor's project manager, superintendent, subcontractor's project foreman, Architect's field representative, and Engineer's field representative (as appropriate).

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.3.4 The Contractor shall not ask the Architect for observation of Work prior to the Contractor's field superintendent's personal inspection of the Work and his determination that the Work complies with the Contract Documents.

§ 3.3.5 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his Consultants to expend an unreasonable amount of time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's and / or Consultants' additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services before additional services are performed.

§ 3.3.6 The Contractor shall be responsible for enforcement of all Owner site rules as described in the Contract Documents. The Owner's site rules include, but are not limited to a tobacco free site, a drug free site, a firearm free site, and no interface or communication with students. The Contractor shall post signs, in both English and Spanish, at all entrances, notifying all employees, subcontractors, and suppliers of these provisions. The Contractor shall take all necessary steps and precautions to ensure adherence to the Owner's site rules.

§ 3.4 Labor and Materials

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

§ 3.4.1.1 All subcontractor work shall be directly supervised by the subcontractor's foreman who shall be knowledgeable of the contract requirements, familiar with all relative work to be performed, and who shall be present on the site at all times while his work is being performed. The subcontractor's foreman shall be proficient in English and be able to effectively communicate with the Architect and Architect's Consultants

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

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

§ 3.5 Warranty

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

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

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§ 3.5.3 In the event of failure of materials, products, or workmanship, either during construction or the warranty period (which shall be one year from the Date of Substantial Completion, except where a longer period is specified), the Contractor shall take appropriate measures to assure correction or replacement of the defective items, whether notified by the Owner or Architect. Items of work first performed after Substantial Completion shall have their warranties extended by the period of time between Substantial Completion and the actual performance of the Work.

§ 3.5.4 Refer to warranty forms included under Section 01 77 00 Close-Out Procedures, which will be required prior to final payment.

§ 3.5.5 In the event an item under warranty fails and must be replaced by a new item, the Owner reserves the right to require the Contractor to extend the original warranty period by a length of time equal to the elapsed time which occurs from the notification in writing by the Owner or a warranty claim until acknowledgement by the Owner that the claim has been resolved.

§ 3.5.6 Appropriately 11 months after Substantial Completion, the Contractor shall initiate and schedule a complete reinspection of the Work with the Owner and Architect; and be responsible for correcting any / all additional deficiencies observed or reported during the reinspection. Contractor's failure to initiate and schedule an 11 month reinspection shall extend the general one-year warranty period until such time the Contractor complies with this requirement.

§ 3.6 Taxes

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

§ 3.6.1 The Owner is exempt from the Texas Sales Tax on any purchase of tangible personal property and will issue Certificates of Exemption from the Texas Sales Tax on labor and materials furnished by Contractors on public school district or higher education construction projects. The Contractor shall give a written statement to the Owner (with a copy to the Architect) as to the prorating of costs of skilled crafts, labor and materials for the project prior to awarding of a Construction Contract. The Contractor and subcontractors shall obtain Certificates of Resale from their suppliers in order to avoid payment of the State Sales Tax on materials incorporated in School projects. Failure of the Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor responsible for absorbing the tax.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

§ 3.7.1.1 The Owner shall pay directly to the governing authority, the cost of all permanent utility impact fees, capital recovery fees, utility assessments and similar non-construction related fees, unless specifically indicated otherwise herein. Verify discrepancies and obtain clarifications, if any, prior to submitting bids or competitive sealed proposals.

§ 3.7.1.2 The Owner shall pay all fees to the Texas Department of Licensing and Regulation (TDLR) for document review and project inspections relative to the Elimination of Architectural Barriers Act. The Architect will submit the documents to the TDLR for review and approval.

§ 3.7.1.3 The Owner shall be responsible for submitting Contract Documents to the governing authority for the purpose of obtaining required general building permits from the governing authority having jurisdiction, as applicable. The Contractor shall be responsible for acquisition of all permits required above and beyond the general building permit related to a specific scopes of work required by the governing authority or authorities.

§ 3.7.1.4 The Contractor shall be responsible for coordinating, obtaining and payment for all temporary utilities,

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utility taps / connections, water meters, electrical power and distribution and any other similar fees assessed by jurisdictional authorities having control over this project related to the actual on-site installation of building utilities and services.

§ 3.7.1.5 The Contractor shall be responsible for obtaining and paying for all on-site inspection fees of authorities having jurisdiction. The Contractor shall verify all such costs with the governing authorities and include all such costs in the Base Proposal / Bid Amount.

§ 3.7.1.6 Reasonable efforts have been made by the Owner to submit plans and documentation for a general building permit to the governing authority such timely fashion that the general building permit should be available prior to the start of Work; however, it is agreed that the Owner's control of the timely actions of governing authorities is limited. As such, the Contractor shall not be granted any additional compensation for not being able to start construction while awaiting the issuance of a building permit.

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** Each stated Allowance describes the extent of Work to be included in the Allowance as either 1) material only, delivered and unloaded at the job site; or 2) materials, equipment and installation;
- **.2** The Contractor's overhead, profit, and other expenses contemplated for the allowance material, equipment and installation shall be included in the Base Proposal and is not part of the Allowance; and

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.3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§
3.8.4 The Contractor shall purchase the Allowance materials, equipment and / or installation as directed by the Owner, or Owner's Consultant on the basis of the lowest responsible bid of at least three competitive bids.

§ 3.8.5 The Owner reserves the right to transfer unused balances from one allowance into another allowance already included in the Contract Documents without changing the general protocols for Owner's use of the affected allowances

§ 3.9 Superintendents and Project
Manager
§ 3.9.1 The Contractor, prior to award of the Agreement, or sooner if so stipulated in the Contract Documents, shall furnish to the Owner and the Architect in writing the name, resume and professional qualifications of the person(s) proposed by the Contractor as the Project Manager, Superintendent, Assistant Superintendent and other key personnel proposed to be assigned to the project.

§ 3.9.2 The Contractor shall employ competent Project Manager, Superintendent(s), and necessary assistants who shall be in attendance at the Project site throughout the duration of the Work, up to and including Final Completion. Superintendent(s), Project Manager and assistants shall be in attendance at the Project site during the all regularly scheduled Project Meetings and inspections by governmental authorities having jurisdiction.

§ 3.9.3 The Contractor shall not assign any person(s) as Superintendent(s) and Project Manager to whom the Owner or the Architect has made reasonable objection. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architect objects to any nominated Superintendent(s) or Project Manager.

§ 3.9.4 Prior to Final Completion, the Contractor shall not substitute a Superintendent(s) or Project Manager other than for death, disability, leaving the employ of the Contractor, or other substantial reason which cannot be avoided. Substitution of Superintendent(s) or Project Manager shall not be made without the consent of the Owner. The process and criteria described above shall be in force in the event a substitution of Superintendent or Project Manager is necessary. No increase in Contract Time or Contract Sum shall be allowed in the event the key personnel are changed by the Contractor; nor if Owner or Architect objects to any nominated Superintendent(s) or Project Manager replacement.

§ 3.9.5 The Contractor's Project Manager and Superintendent shall represent the Contractor, and communications given to the Project Manager or Superintendent shall be as binding as given to the Contractor

§ 3.10 Contractor's Construction and Submittal Schedules
§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information and review, the Contractor's proposed critical path method construction schedule for the Work. The schedule shall contain detail appropriate for the Project scope, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction trade or activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits established in the Contract Documents.
§ 3.10.2 The Contractor's construction schedule shall include allowances of required weather delay days as described in the Contract Documents; as well as, construction float time to be utilized as required to make up any delays in construction.

§ 3.10.3 The Owner and Architect shall be able to rely on the Contractor's construction schedule for purposes of performing their responsibilities. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

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§ 3.10.4 The Contractor shall submit to the Architect with each monthly Application for Payment, a copy of the current progress schedule showing all modifications required to have the schedule reflect appropriate revisions and actions necessary to assure that the contractual project Substantial Completion date(s) is met. This provision shall be prerequisite for approval of Applications for Payment. Failure by the Contractor to submit and up-to-date, current progress schedule with the Application for Payment shall preclude the Contractor from invoicing for any general conditions, Contractor profit and similar division 1 schedule of value items.

§ 3.10.5 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittal review durations as described in the Contract Documents. The submittal schedule shall be revised as required to maintain adherence to the construction schedule; however, such revisions shall not decrease the Architect's review period unless specifically agreed to by the Architect. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

(Paragraph Deleted)

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain a complete and accurate field copy of the Drawings and Specifications at the Project site, including all Addenda posted to the Drawings and Specifications, Change Orders, Construction Change Directives, and other Modifications, in good order and marked to indicate field changes and installations, particularly of underground and concealed Work. All concealed Work shall be accurately dimensioned from an identifiable element of the building or site. All record documentation shall be kept current and up-to-date.

§ 3.11.1 The Contractor shall maintain a copy of all final reviewed submittals including Shop Drawings, Product Data, and similar required submittals at the Project site. These shall be in electronic form and hard copy paper form, including all review documentation attached by the Architect or Architect's Consultants.

§ 3.11.2 The Contractor shall maintain physical samples of all selections of finishes and other materials made during construction by the Architect or furnished by the Architect.

§ 3.11.3 All documents and physical samples required to be maintained at the Project site shall be made available to the Owner or Architect upon request.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal

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schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

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

§ 3.12.6.1 If, in the opinion of the Architect, the submittals indicate a lack of study and / or incomplete review by the Contractor, or indicate an inadequate understanding of the work covered by the submittal, prior to submittal to the Architect, the submittals will be rejected and returned unchecked to the Contractor for correction of any / all of these deficiencies for subsequent resubmittal. Such rejection by the Architect shall not entitle the Contractor to any increase in Contract Sum or extension of Contract Time based on the time required for resubmittals and subsequent reviews. Additional service charges as outlined in 3.2.4 may be charged by the Architect in this event.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed by the Architect without request for re-submittal.

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

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

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

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

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

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§ 3.12.11 The Contractor shall submit required submittals to the Architect at least twenty (20) days prior to the date the Contractor needs the reviewed submittals returned. Submittal reviews by the Architect or Consultant that result in one or more resubmissions shall be based on the same schedule for initial submittals. The Contractor shall not be permitted any increase in Contract Amount or Contract Time because of resubmission delays caused by inadequate submittals or Contractor's inadequate review of initial submittals prior to forwarding to the Architect for review.

§ 3.12.12 Regarding finish samples, the Architect will finalize finish selections only after all required finish samples have been received from the Contractor. Finish selections shall not be done piece meal. The Contractor shall provide physical samples as required by the Contract Documents, and shall provide the final sample required to be submitted at least thirty (30) days prior to the date the Contractor needs the reviewed and / or selected samples returned for procurement.

§ 3.12.13 Unless otherwise stipulated in the Contract Documents and for physical samples to be submitted, Contractor shall furnish all submittals in electronic PDF format. Upon return of PDF submittals to the Contractor, hard paper copies shall be generated by the Contractor and kept at the Project site for record.

§ 3.12.14 The Contractor shall provide composite coordination showing how all structure, piping, ductwork, lights, conduit, fire suppression systems, data and equipment, etc. will fit into the ceiling space allotted, including clearances required by the manufacturer, by Code, or in keeping with good construction practice. Space for all trade elements must be considered on the same drawing. Drawings shall be at a scale conducive to readability and shall include invert elevations, elevation views and sections required to meet the intended purpose. Trades required to participate include, but are not necessarily limited to structural, mechanical, plumbing, fire sprinkler, electrical and special systems.

§ 3.12.15 In the event that work by any participating subcontractors has commenced prior to final review and acceptance of the composite coordination drawings, and such work must be modified or replaced as a result of the final reviewed and accepted composite coordination drawings, the Contractor shall make all necessary modifications required for all systems to be properly coordinated. The Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the required modifications

§ 3.13 Use of Site

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

§ 3.13.1 The Contractor's access to the site, parking, field office location, material and equipment storage, and confinement of said areas shall be coordinated with, and approved by the Owner prior to the Contractor's mobilization on the site. Once agreed upon, the Contractor shall not adjust or increase any of the above areas without consent by the Owner.

§ 3.13.2 On Project sites also occupied by the Owner, the Contractor's use of the site shall not interfere with the normal operations of the Owner. Or modified operations as agreed upon by the Owner. The Owner and Contractor shall coordinate to achieve the requirements of each party and their respective activities and usage of the site.

§ 3.13.3 On jointly occupied sites, the Contractor shall use all means necessary to eliminate students' and staff members' reasonable access to the Contractor's construction operations areas. Safety of the students and staff is take precedence over all other activities. Direct communication or contact with students is strictly prohibited.

§ 3.14 Cutting and Patching

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor

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except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 Unless otherwise stipulated in the Contract Documents, the Contractor shall be responsible for coordinating with local utility providers for disconnection of existing utilities; including, but not limited to electrical service, telephone service, water and sewer service, and storm sewer service. All utility disconnections and / or removal shall be performed in strict accordance with utility provider's requirements.

§ 3.15 Cleaning Up

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

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

§ 3.15.3 Prior to, and as a prerequisite for the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; and remove all trash and surplus materials from the site.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

§ 3.19 Record Drawings and Electronic Documents

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§ 3.19.1 At the completion of the project, and as a condition of Contract Close-Out, the contractor shall submit one (1) complete set of electronic drawing files (AutoCAD or Revit) indicating all changes made during construction, including underground and concealed mechanical, electrical, and plumbing items. The Architect shall provide the Contractor with a full set of AutoCAD files for Contractor's production of the Record Drawings. The Record Drawings shall delete the seal of the Architect and/or Engineer and any reference to those firms providing professional services to the Owner. Each sheet shall be clearly identified as 'Record Drawings'. Deliverables shall include one (1) full set of full size, hard copy drawings; and two (2) sets on electronic media, CD, flash drive or other acceptable media in both AutoCAD and PDF formats.

§ 3.19.2 At the completion of the project, and as a condition of Contract Close-Out, the contractor shall submit a complete set of final reviewed submittals. Deliverables shall include one (1) full set of hard copy submittals, organized by specification section; and two (2) full sets on electronic media, CD, flash drive or other acceptable media in PDF format.

§ 3.20 Prevailing Wage Rates

§ 3.20.1 No employee used in this construction may be paid less than the minimum wage rate provided in Article 5959d, Vernon's Civil Statues, the Texas Minimum Wage Act of 1970. Refer to minimum Wage Rates Schedule as adopted by the Owner, included herein.

§ 3.20.2 Upon request by the Owner, the Contractor shall provide proof to the Owner that all employees, including employees of subcontractors, are paid in accordance with Wage Rates Schedule. The Contractor shall complete the Owner's wage rate survey forms for all work performed by this company and subcontractors. Each separate scope of work shall be addressed with all column headings answered. These must be returned in a manner acceptable to the Owner before the first payment is made to each subcontractor. See Article 16 – LABOR STANDARDS below for the Owner's Wage Rate Survey for Educational Construction.

§ 3.21 Antitrust Violations

§ 3.21.1 To permit the Owner to recover damages suffered; in antitrust violations, the Owner/Contractor Agreement shall include the following, "Contractor hereby assigns to Owner any and all claims for overcharges associated with the Agreement which are under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et.seq. (1973)". The Contractor shall include this provision in his agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Architect's Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 The Owner's Proposal evaluation criteria includes the requirement for the Proposer / Contractor to submit with the Proposer's proposed sub-contractors for selected portions of the Work which the Proposal is based on. Refer to Specification section AE for required sub-contractors to be submitted with the Proposal.

§ 5.2.1.1 As soon as practicable after Award of the Contract but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, Contractor shall furnish to the Owner and Architect in writing the names of the persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each portion of the Work. Where Subcontractors or Sub-subcontractors have been listed in the Specifications or in an Addendum as a Listed Subcontractor, the proposed entity shall be one of those firms listed, unless agreement has been reached to accept a proposed Substitute Subcontractor as listed on the Proposal Form. Regarding proposed persons or entities to perform portions of the Work where no Listed Subcontractors have been listed or approved by Addendum, the Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no objection. Failure of the Contractor to submit the subject names in a timely manner will delay processing of the Contractor's Application for Payment.

§ 5.2.2 Prior to such substitution the Contractor shall notify the Architect of his intent and reasons for such proposed substitutions. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes objection to such change.

§ 5.2.3 The Contractor and sub-contractors are required to visit the site and completely familiarize himself with the existing conditions affecting their work prior to the submission of Proposal(s). No additional increase in the Contract Amount or Contract Time shall be provided when existing or known conditions, which are reasonably identifiable, require work to comply with the intent of the Contract Documents.

(Paragraph Deleted)

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the

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

§ 5.3.1 The Drawings and Specifications have been; however, each Subcontractor shall formulate their bid and provide their respective work based on a complete set of Contract Documents. No allowance for time or cost shall be made by the Owner for a subcontractor who bases their scope of work on a partial set of Contract Documents.

§ 5.3.2 The Contract Documents have been organized in an orderly manner to facilitate work required by various trades; however, the Architect makes no assurances that complete scopes of work can be ascertained with less than a full set of Contract Documents. Accordingly, each Subcontractor shall formulate their bid and provide their respective work based on a complete set of Contract Documents. There shall be no allowance made by the Owner for Contractor's request additional Contract Amount or Contract Time for a subcontractor formulating his scope of work and proposal based on less than a full set of Contract Documents

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with

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any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

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

(Paragraph Deleted)

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.1.4 Division 0 and Division 1 costs (i.e. overhead, profit, bond costs and similar expenses) of the Contractor or subcontractor shall be calculated on the same basis for both additional costs and credits when both are included in a change of the Work.

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§ .2 Change Orders

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

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

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

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

. 4 As provided in Section 7.3.4.

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

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and

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credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

§ 7.4 Minor Changes in the Work

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

§ 7.5 Changes Funded by Allowances

§ 7.5.1 Allowances balances may be used to fund any change in the Work as directed by the Owner, whether or not it is related to a specific allowance. The Contractor, having included all Division 0 and Division 1 mark-ups in their Base Proposal for Allowances included in the Agreement, the Contractor shall not be allowed an overhead and profit mark-up when changes in the work are funded by Allowance.

§ 7.6 Allowable Markups for Changes in the Work

§ 7.6.1 Pursuant to adjustments described in paragraph 7.5.1, for all changes in the Work, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- **.1** For Work performed by the Contractor's own forces, the Contractor shall be allowed a maximum markup of 10 percent of that cost.
- **.2** For Work performed by the Contractor's Subcontractor(s), the Contractor shall be allowed a maximum markup of 5 percent of the amount due the Subcontractor (s).
- **.3** For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, the Subcontractor or Sub-subcontractor shall be allowed a maximum markup of 10 percent of the cost.
- **.4** For each Subcontractor for Work performed by the Subcontractor's Sub-subcontractor's, the Subcontractor shall be allowed a maximum of 5 percent of the amount due the Sub-subcontractor(s).
- **.5** Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.4.
- **.6** In order to facilitate checking of quotations for extras or credits, all competitive proposals of Contractors, Subcontractors, and Sub-subcontractors, (except those so minor that their propriety can be seen by inspection) shall be accompanied by a complete and detailed work sheet showing itemization of costs including labor, materials and other costs.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 Unless agreed otherwise, the date inserted on the Agreement form and the Date of Commencement of the Work shall be as follows:

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.1 The date inserted on the first page of the Agreement form will be the date the Owner formally awards the Agreement. As soon as feasible after receipt of Competitive Sealed Proposals, the Architect will present Agreement forms to the Contractor for his review and signature; the Contractor will be allowed a maximum of five (5) days from the date the prepared Agreements are presented to him to 1) obtain the required bond forms and insurance certificates and 2) return the executed Agreement and supporting documents to the Architect for transmittal to the Owner for his final review and execution.

.2 The Date of Commencement of the Work shall be the date of a written Notice to Proceed delivered to the Contractor.

.3 The Date of Commencement constitutes day "0" (zero) of the stated Completion Time.

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

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

§ 8.1.5 The Contractor is responsible for establishing a standard weekly work schedule; however, the schedule shall be based on a minimum of a five-day weekly work schedule. For purposes of establishing adjustments to the Contract Time, if any, the standard weekly work schedule shall be based on the predominant weekly schedule worked for the preceding five (5) weeks. Conversion of work days to calendar days shall be based on the standard weekly work schedule established by the Contractor and shall be computed as follows:

.1 For an established five-day weekly work schedule, work days shall be multiplied by a factor of 1.4 to establish calendar days.

.2 For an established six-day weekly work schedule, work days shall be multiplied by a factor of 1.167 to establish calendar days.

.3 For an established seven-day weekly work schedule, work days shall be multiplied by a factor of 1.0 to establish calendar days.

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

§ 8.3.4 The following is a requirement of the Agreement and will be included in the Agreement between Owner and Contractor under Time of Completion and the blank spaces will be completed in accordance with the number of calendar days which the Contractor proposed in his Competitive Sealed Proposal Form:

§ 8.3.5 Under the provisions of the Owner-Contractor Agreement, absent of Owner's acceptance of a Guaranteed Completion Alternate (if any) or a Guaranteed Completion Date stipulated in the Contract Documents, the work to

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be performed under this Agreement shall be commenced within 10 calendar days of Contractor's receipt of the Notice to Proceed and substantially completed in accordance with the number of calendar days which the Contractor proposed in his Competitive Sealed Proposal Form and stipulated in the Agreement; or by such dates thereafter as may be established in any written extensions granted under Article 8 of the General Conditions.

§ 8.3.6 Each Proposer shall include in his proposed construction schedule as stated on his Base Proposal as "Contract Time" an allowance of Anticipated Weather Related Delay Days in accordance with following:
Number of anticipated regular working day Weather Related Delay Days:

January	5	July	4
February	5	August	4
March	5	September	5
April	4	October	4
May	7	November	6
June	7	December	5

§ 8.3.7 Weather Related Delay Days shall pertain to such items as rain, flooding, snow, unusually high winds, excessively wet grounds, or similar which prevent progress on portions of the work affecting the critical path which may be affected by such weather on regular working days only. If such situations occur on more than the number of Anticipated Weather Related Delay Days as stated above, and if those additional days prevent the Contractor from performing critical patch portions of the scheduled work, extensions of time caused by inclement weather may be requested as enumerated hereinafter. If the inclement weather is rain related, the rain at the site must have been in excess of 0.10 inch in 24 hours.

§ 8.3.8 At the beginning of each month the Contractor shall submit a status report for the preceding month, showing 1) the scheduled number of Anticipated Weather Related Delay Days for the particular month; 2) the actual Weather Related Delay Days requested; and 3) the Net Weather Related Delay Days (plus, minus, or no change). At times deemed appropriate by the Architect or when requested in writing by the Contractor, the Contract Time will be adjusted by Change Order if the total of Net Weather Related Delay Days is substantially greater than 0. Unused Anticipated Weather Related Delay Days may be accumulated during the Contract Time and may be used to offset Actual Net Weather Related Delay Days in other months. If the Contractor fails to submit said monthly status report, it will be assumed that none of the Anticipated Weather Related Delay Days were used for that month and that they shall accumulate for possible future offset against Net Weather Related Delay Days; however, if at the end of the project all Anticipated Weather Related Delay Days have not been used, the Contract Time will not be reduced. An example of the monthly schedule to be submitted is as follows:

Month	**Anticipated Weather Days (Regular)**	**Actual Weather Days (Regular) Requested**	**Net Weather Days (Regular)**
January	5	11	6
February	5	0	-5
March	5	2	-3
April	4	2	-2
May	7	12	5
June	7	11	4
Totals	33	38	5

Using this example (and assuming that all requested days were approved) there were 5 Net Weather Related Delay Days (regular) for the six months of the project and the extension of Contract Time would be five (5) working days.

§ 8.4 Guaranteed Substantial Completion

§ 8.4.1 A Guaranteed Substantial Completion date may be incorporated into the Owner-Contractor Agreement if 1) such Guaranteed Substantial Completion date is stipulated in the Contract Documents as a prerequisite in order for a Contractor's Proposal to be considered by the Owner for award a Contract; or 2) upon the Owner's acceptance of an Alternate Proposal stipulating a Guaranteed Substantial Completion date, where the Contractor can designate all additional costs he requires to achieve the Guaranteed Substantial Completion date.

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§ 8.4.2 For Contracts stipulating a Guaranteed Substantial Completion date, weather related delay days as described in 8.3.5, 8.3.6, 8.3.7 and 8.3.8 shall not apply.

§ 8.4.3 For Agreements stipulating a Guaranteed Substantial Completion date, the Contractor agrees to use and incorporate any and all means necessary to meet the Guaranteed Substantial Completion date. This shall include, but not be limited to increasing manpower, lengthened daily schedules, working multiple shifts, lengthened weekly schedules, and working holidays. All means utilized are the Contractor's sole responsibility.

§ 8.5 Liquidated Damages

§ 8.5.1 The Owner and Contractor agree that time is of the essence in this Agreement and the Owner has a critical need for the project to be Substantially Complete within the contractual time stipulated in the Agreement, as may be extended in accordance with the Agreement for Non-Guaranteed Substantial Completion Agreements. For Guaranteed Substantial Completion Agreements, the Owner is not obligated to extend the Contract Time for any reason, except for delays directly caused by and solely attributable to the Owner.

§ 8.5.2 The Contractor further agrees that the pecuniary damages which would be suffered by the Owner, if the Contractor does not complete all work called for in the Contract Documents by the specified contractual Substantial Completion date, are in their very nature difficult of ascertainment.

§ 8.5.3 It is therefore expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the final payment made to the Contractor a sum equal to $1000.00 per day for each and every calendar day beyond the agreed date which the Contractor shall require for Substantial Completion of the work included in this Agreement. It is expressly understood that the said sum per calendar day is agreed upon as a fair and reasonable estimate of the pecuniary damages which will be sustained by the Owner in the event that the work is not Substantially Complete within the Contract Time, or within the legally extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damage being caused by

.1 lack of use of the project for its full intended purpose,
.2 expenses related to provide or acquire temporary facilities,
.3 additional compensation to personnel,
.4 loss of interest on money,
.5 additional service fees from Owner's Consultants, and / or
.6 other miscellaneous increased costs.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.2.1 In order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703 or other similar forms approved by the Architect, and shall include the following:

.1 General Contractor's costs for Contractor's fee, general conditions, supervision, bonds, insurance, mobilization, record documents, O&M manuals, and Contract close-out, shall be listed as individual line

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items.

.2 Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, paving, etc. These subdivisions, split between materials and labor, shall appear as individual line items.

.3 On major subcontracts, such as mechanical, electrical and plumbing, the schedule shall indicate line items and amounts in detail (for example; underground, major equipment, fixtures, installation of fixtures, start up, etc.), split between materials and labor, shall appear as individual line items.

.4 Costs for subcontract Work shall be listed without any additional General Contractor's costs for overhead, profit or supervision.

.5 Each Allowance included in the Agreement shall be listed as a single line item.

.6 Refer to Specification section 01 29 73 – Schedule of Values for additional description and requirements.

§ 9.2.2 Upon Architect's approval of the completed Schedule of Values, no revisions in columns A, B or C shall be permitted, unless the Contract Amount is revised by executed Change Order.

§ 9.2.3 Each Allowance included in the Agreement shall be recorded on a separate AIA G703 sheet, listing each itemized approved expenditure, along with the percentage(s) complete. The master Application for Payment shall only list the summarized progress payment amount for each Allowance.

§ 9.3 Applications for Payment

§ 9.3.1 All Applications for Payment shall be submitted on AIA Documents G702 and G703 or other similar forms approved by the Architect. At least ten (10) calendar days before the date established for each progress payment, the Contractor shall submit a draft copy of the proposed Application for Payment to the Architect's Field Representative and schedule an on-site review of the draft Application for Payment. Upon approval by the Architect's Field Representative, including all agreed upon revisions, the Contractor shall submit a fully executed and notarized Application for Payment to the Architect.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders. Progress for a change in the Work which is funded by any Owner Allowance may be included in an Application for Payment pursuant to paragraph 9.2.3.

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

§ 9.3.2 Payments will be made on account for materials or equipment 1) incorporated in the Work; 2) suitably stored at the site; and / or 3) suitably stored at an off-site location provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety;

.2 The location must be a bonded warehouse;

.3 Surety must agree, in writing, to each request for payment;

.4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area to verify subject materials are present;

.5 Transportation of the off-site stored materials to the site shall be made by common carrier; thereby eliminating any direct contractual relationship between the Owner and the off-site facility.

§ 9.3.2.1 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance, naming the Owner as insured. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.2.2 The Contractor acknowledges that the review of materials stored off site is an additional service of the Architect and the Contractor shall be charged for that service. The cost for that service will be established by the Architect and is not subject to appeal.

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

§ 9.3.4 Until Final Completion and Contract Close-Out, the Owner shall pay ninety five percent (95%) of the amount due the Contractor on account of progress payments, with five percent (5%) being held as retainage, payable at completion of Contract Close-Out, except retainage will be twenty percent (20%) for the amount due the Contractor for Contractor's Fee on account of progress payments.

§ 9.3.5 The Contractor shall submit Applications for Payment in either multiple hardcopies with all original signatures or electronically as directed by the Owner. By submitting his application for payment, the Contractor certifies that the individual signing the application is authorized to do so.

§ 9.4 Certificates for Payment

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

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

§ 9.4.3 The Architect will affix his signature to the same form described in Paragraph 9.3.5 to signify his certification of payment provided the application is otherwise satisfactory.

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make progress payments in accordance with the following subparagraph, which shall be inserted as Article 5.1 Progress Payments in the Owner-Contractor Agreement, AIA Document A101, 2017 Edition

§ 9.6.1.1 Based upon the applications for payment and supporting documents submitted to the Architect by the Contractor and certification of the amount payable by the Architect, the Owner shall make progress payments on account of the contract sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows.

.1 Not later than twenty-five (25) days following the end of the period covered by the Application for Payment, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to subcontracts, labor, materials, and equipment incorporated in the work and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing (subject to the conditions listed in Article 9.3.2), less the aggregate of previous payments made by the Owner.

.2 The Contractor's final Application for Payment shall reflect only retainage owed to the Contractor. Final release of the full retainage shall be upon final acceptance by the Architect and Owner of all Contract Close-Out documentation and procedures. Partial release of retainage will not be considered.

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within ten (10) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ten (10) days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon ten (10) additional days' notice to the Owner and the Architect, stop Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately from the date of the stoppage to the date payment is received by the Contractor.

§ 9.8 Substantial Completion

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

§ 9.8.1.1 Projects that involve phased sequential construction or projects that involve separate work on multiple campuses may have Certificates of Substantial Completion issued for each phase or campus, as stipulated in the Contract Documents. All conditions for Substantial Completion, including liquidated damages, shall apply for each date of Substantial Completion for each phase or campus, as applicable. Single site, single phase projects shall have a single Substantial Completion date and shall not be considered for multiple Substantial Completion dates.

§ 9.8.1.2 Contractual Substantial Completion Date(s) shall be determined by one of the following methods:

.1 Calendar Days or Contract Time stipulated for Substantial Completion in the Owner-Contractor Agreement, plus time extensions, if any, included by Change Order.

.2 For Guaranteed Substantial Completion Agreements, the Substantial Completion date shall be the date stipulated in the Owner-Contractor Agreement; and is not subject to extension unless agreed upon in writing by the Owner and included by Change Order.

§ 9.8.1.3 In order for the project, a major portion thereof, a project phase or project campus to be considered Substantially Complete, the following conditions must be met:

.1 All Substantial Completion requirements as described in the Contract Documents have been completed and / or complied with.

.2 All inspections by governmental authorities having jurisdiction over the project must have been finalized; any remedial work required by them must have been completed; and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect.

.3 All work, interior and exterior, shall have been completed and cleaned except Punch List items which, if completed after occupancy, will not, in the Owner's opinion, cause any interference to the Owner's use of the building or any portion thereof. A significantly large number of Punch List items to be completed or corrected may preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of Punch List items. It is

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anticipated that the detailed list of items of work to be completed or corrected at the Date of Substantial Completion will be no longer than three (3) typed pages.

.4 All work, including cleanup, touch-up painting, testing of equipment, etc., must be 100% complete. The only exception will be for items of work previously installed in a correct manner, in proper working order that may have failed due to manufacturing defects and require re-ordering.

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

§ 9.8.2.1 The Contractor's superintendent shall participate in the preparation of the Contractor's Punch List that is submitted to the Architect and Owner for supplementation. Upon receipt, the Architect shall perform an on-site review to determine the adequacy and completeness of the Contractor's Punch List. Should the Architect determine that the Contractor's Punch List lacks sufficient detail or requires extensive supplementation, the punch list will be returned to the Contractor for further inspection, revision and resubmission to the Architect. The date of Substantial Completion will be delayed until the Punch List submitted is a reasonable representation of the work to be performed in accordance with Contract Close-Out requirements.

§ 9.8.2.2 Upon receipt of an acceptable Contractor's Punch List, the Contractor's Superintendent shall accompany the Architect, his Consultants and the Owner (at his discretion) during their inspections and the preparation of their supplements to the Contractor's punch list. The Superintendent shall record or otherwise take note of all supplementary items to be added to the Contractor's Punch List. The Architect will endeavor to furnish to the Contractor typed, hand written or recorded supplements to the punch list in a prompt manner; however, any delay in the Contractor's receiving said supplements from the Architect will not be cause for a claim for additional cost or extension of time as the Contractor's Superintendent shall have been in attendance during the inspections of the Architect and his Consultants and will have been expected to take his own notes

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Substantial Completion Certificate.

§ 9.8.6 After the date of Substantial Completion of the project as evidenced by the Certificate of Substantial Completion, 2017 Edition, the Contractor agrees to use whatever means are necessary to complete all work and correct all deficiencies contained in the Punch List attached to the Certificate of Substantial Completion within thirty (30) calendar days, unless extended by mutual agreement or provision of the Agreement. Failure by the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In the report of deficiency the Contractor and surety will be informed that, should correction remain incomplete for thirty (30) additional days, the Owner will initiate action to complete corrective work out of the remaining Agreement funds in accordance with Article 14.2. Additional costs of the Owner, Architect, and other consultants incurred because of the Contractor's failure to complete the correction of deficiencies within the stipulated time frame, unless extended by mutual agreement or provision of the Agreement, will be deducted from the funds remaining to be paid to the Contractor. Should corrective work following Substantial Completion require more than one re-inspection after

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notification by the Contractor that corrections are complete, the cost of subsequent inspections shall also be deducted from funds remaining unpaid to the Contractor

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 The Contractor shall not submit the final Application for Payment, nor will final payment for retainage shall become due until the Contractor fulfills all requirements of Contract Close-Out as described in the Contract Documents. In addition to the work and requirements described for Substantial Completion, in order to achieve Contract Close-Out, the Contractor shall submit the following Close-Out documents:

.1 Copy of **executed Certificate of Substantial Completion. And copy of all final signed-off punch lists showing final approval / acceptance of each item by sub-contractor, Contractor and Architect / Architect's Consultant.**

.2 Copy of building permits.

.3 Copy of **all governmental inspections and Certificates of Occupancy from all jurisdictions having authority.**

.4 Final list of sub-contractors – alphabetical listing. List shall contain company name, address, phone number, contact person, relative specification section number, and description of work provided.

.5 Final list of sub-contractors – numerical specification section number listing. List shall contain company name, address, phone number, contact person, and description of work provided.

.6 AIA G707-1994 Consent of Surety to Final Payment. Must be notarized.

.7 AIA G706-1994 Contractor's Affidavit of Payment of Debts and Claims. Must be notarized.

.8 AIA G706A-1994 Contractor's Affidavit of Release of Liens. Must be notarized.

.9 Contractor's written one (1) year warranty / guarantee. Must be notarized.

.10 Contractor's Affidavit of Hazardous Material. Must be notarized.

.11 Subcontractors' Affidavit of Release of Liens. Must be notarized.

.12 Subcontractors' written warranty / guarantee required in excess of one (1) year. Must be notarized.

.13. Manufacturer's written warranties exceeding one (1) year. Organize and identify each manufacturer's written warranty (top right hand corner) by subcontractor's name - in alphabetical order; and identify with the corresponding specification section number – scope of work.

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.14 Subcontractors' and suppliers Affidavits stating that no asbestos or hazardous material products have been installed in this project. Must be notarized.

.15 If asbestos abatement was performed, provide a copy of all applicable governmental forms, final test reports and certifications.

.16 Owner demonstration and / or training verification. Provide video recordings, clearly identified, and sign-in sheet for all demonstrations and training sessions conducted for the Owner.

.17 Extra stock verifications of product delivery to Owner.

.18 Record Drawings in both electronic and hard copies.

.19 Owner's set of record submittals.

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

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

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

.3 terms of special warranties required by the Contract Documents; or

.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.4.1 Final payment, constituting the entire unpaid balance of the Contract Sum, as adjusted by Change Order, shall be paid by the Owner to the Contractor thirty-one (31) days after Owner's receipt of the Final Certificate of Payment issued by the Architect; provided all Work has been completed, the Agreement fully performed, and all Close-Out procedures and documentation is complete. Partial release of retainage, if any, prior to Final Payment shall be at the sole discretion of the Owner.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

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against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

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

§ 10.2.7.1 The Contractor shall be responsible for taking all precautions necessary to protect the Work in place or stored from any freezing weather conditions which could cause any potential damage to portions or all work in place, or materials stored. The Contractor shall be responsible for performing all repairs and / or replacement of any Work that results from freezing weather
conditions.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding seven (7) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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

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

§ 10.3.3

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

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

(Paragraph Deleted)

§ 10.4 Emergencies

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

§ 10.5 Asbestos, Lead or PCB Containing Materials

§ 10.5.1 The Contractor and each subcontractor, sub-subcontractor and material suppliers, prior to final payment, shall submit an original notarized statement on their letterhead certifying "to the best of their information, knowledge, and belief asbestos, asbestos containing materials, and polychlorinated biphenyls (PCBs) have not been used or incorporated into the Work and lead or lead bearing materials have not been incorporated into potable water systems." For the purpose of definition as used in this statement, the term "potable water systems" includes, but is not limited to, those water systems for drinking fountains, all sinks, showers, bath tubs, residential and commercial kitchen equipment, ice machines, and hose bibs, as applicable to the project.

§ 10.5.2 To the best knowledge of the Owner, the Architect and his consultants, no products or materials containing asbestos or PCB or other toxic substances have been specified for this project. No products or materials containing asbestos or PCB are to be incorporated in this project. In the event the Contractor or his Sub-contractors become aware that any products or materials specified, ordered, scheduled for or already incorporated in the work on this project, contain asbestos, or PCB, the discovery shall be reported immediately to the Owner and Architect in writing. An acceptable, equal substitute for the product or material in question shall be proposed by the Contractor and the product or material in question, if already onsite or incorporated in the work, shall be removed from the site immediately and returned to the supplier or manufacturer.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

.1 Refer to Specification Section BD – Insurance & Bonds Requirements.

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

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

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

§ 11.1.4.1 In the event of work stoppage resulting from a lapse of Contractor's insurance, the Contractor shall not be entitled to any extension of Contract Time, and shall use all means necessary to recover the project schedule as it may be affected by the stoppage.

§ 11.1.5 The Owner shall be named as additional insured on all of the Contractor's general liability and umbrella / excess liability insurance policies specific to the Work of this Agreement.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

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§ 12.2.2 After Substantial Completion

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

§ 12.2.2.1 The "prompt" correction of defective work by the Contractor after receipt of a written notification from the Owner shall be defined as follows:

The Contractor shall make written response to the Owner within twenty-four (24) hours of receipt of the written notification of warranty claim acknowledging receipt of the claim and providing the proposed schedule to conduct corrective work. Corrective work shall not interfere with the Owner's normal operation and use of the Work, unless expressly approved by the Owner.

.1 For corrective work which is not a life safety issue or which will not, by the nature of the defect, cause subsequent damage to the building or other Work, corrective work shall be completed within fourteen (14) days.

.2 For corrective work which by its nature may cause subsequent damage to the building or other Work, corrective work required to prevent subsequent damage shall be completed within twenty-four (24) hours, and if such work is a temporary repair, permanent repair of the corrective work shall be completed within seven (7) days. The Contractor shall appropriately complete all corrective work relative to subsequent damage caused by such written notification of warranty claim.

.3 For corrective work which affects services to, and ordinary use of the Building, corrective work shall be completed within twenty-four (24) hours, and if such work is a temporary repair, permanent repair of the corrective work shall be completed within seven (7) days.

.4 The time frames stated above for completion of permanent corrective work shall be equitably adjusted as required for legitimate delays caused by weather delays, material acquisition and other factors beyond the Contractor's direct control, but only upon Contractor's written notification of potential delay issues to the Owner within twenty-four (24) hours of Contactor becoming aware of a delay in correcting the Work.

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

§ 12.2.2.3 At the Owner's option and request to the Contractor, the one-year warranty period for corrective work may be extended beyond one-year period following Substantial Completion for Work that was not completed and fully operational in accordance with the Contract Documents at the time of Substantial Completion. In such cases, the one-year warranty period for corrective work shall commence when the Work has been completed and demonstrated to be fully operation in accordance with the Contract Documents. The Contractor shall provide a separate written one-year warranty stipulating the revised warranty period for such Work to the Owner as a condition of Contract Close-Out.

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for

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correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 As a condition of Contract Close-Out, the Contractor shall furnish written manufacturer's and subcontractor warranties in excess of the one-year warranty period for Work, materials, equipment or assemblies as required in the Contract Documents. Extended warranties shall be provided by the entity providing the warranty in such form that is acceptable to the Owner, and shall be signed by a representative of the manufacturer or subcontractor having the authority to execute and obligate the entity to such a warranty

§ 12.3 Acceptance of Nonconforming Work

The Agreement shall be governed by the law of the place where the Project is located unless specifically designated otherwise in the Contract Documents.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall coordinate, schedule and make arrangements for such tests, inspections and approvals with an independent testing laboratory contracted directly with the Owner and all testing and inspections required the authorities having jurisdiction. Failure by the Contractor to adequately coordinate and schedule required inspections and testing, which results in delaying the progress of the work, shall not be grounds for a claim for extension of the Contract Time.

§ 13.4.1.1 The Contractor shall give the Architect forty-eight (48) hours' notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. For notices to the Architect less than forty-eight (48) hours, the Architect shall endeavor to accommodate the shortened notice; however, the Architect shall also have the right to delay such tests to accommodate his presence, but shall not delay such tests beyond forty-eight hours beyond the time he was originally notified.

§ 13.4.1.2 The Owner shall bear costs of initial testing performed by the Owner's separately contracted testing

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laboratory. In the event a required test fails on initial testing, the Contractor shall be responsible for all subsequent testing by the testing laboratory required to achieve passing results in accordance with the Contract Documents.

§ 13.4.1.3 The Owner shall be responsible for direct payments to governing authorities and utility providers where such payments are classified as capital recovery fees, usage fees and similar type fees unrelated to actual Work to be implemented on or adjacent to the site.

§ 13.4.1.4 The Contractor shall be responsible for all review fees, inspection fees, tap fees and similar fees required by authorities having jurisdiction and utility providers for implementation of their respective work on or adjacent to the site.

§ 13.4.1.5 Refer to Specification Section 01 45 23 – Testing and Inspections Services for additional information and requirements

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

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

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

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

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

§ 13.4.7 Additional requirements regarding testing laboratory services are enumerated hereinafter in Specification Section 01 45 23 – Testing and Inspections Services.

§ 13.5 Interest

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

§ 13.6 Owner Site Rules

The Contractor shall observe and use all means necessary to strictly reinforce Owner Site Rules included in the Contract Documents. The Contractor shall promptly notify the Owner of any violation of the site rules by Contractor, subcontractor, sub-subcontractor, or their employees.

§ 13.6.1 For violations of the Owner's Site Rules which are also violations state or local laws or ordinances, the Contractor shall promptly notify the Owner. The Owner may, at his discretion, alert the Owner's law enforcement department and / or local authorities to investigate the violation and take whatever action they deem appropriate. The Contractor shall cooperate with Owner's law enforcement department and / or local authorities as requested by them.

§ 13.6.2 The Owner may, at his discretion, require a person who violated the Owner Site Rules to be removed from the project site either temporarily or permanently.

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§ 13.6.3 Refer to Specification Section AJ – Owner Site Rules for additional requirements to be included as part of the Agreement.

§ 13.7 Owner's Right to Audit

The Owner shall have the right to examine, copy and / or audit the books and other records in possession of the Contractor relating to this Agreement at any time deemed necessary by the Owner. The Contractor agrees to furnish Owner requested documents or access to requested documents.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.2.5 Contractor hereby assigns the Owner any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1 ET.SEQ. (1973)

§ 14.3 Suspension by the Owner for Convenience

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

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

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Subparagraph 14.1.3.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

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§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.6.3 Substantiating data shall include:

.1 Copies of all notices of adverse weather delays sent to the Architect within twenty-four (24) hours of the event as required by the Contract Documents.

.2 **Documentation of** the effect on the critical path activities of the schedule for each weather delay claimed. Weather delays that do not affect the critical path activities of the schedule shall not be considered weather delays with respect to a weather delay Claim.

.3 Summary month by month spreadsheet documenting the difference between anticipated weather delay days required to be accounted by the Contract Documents, and the actual weather delay days being claimed; including the net overall difference for all months combined.

§ 15.1.6.4 For Contracts that based on a guaranteed substantial completion date, Claims for weather related delays shall not be permitted. The Contractor, by executing the Contract, agrees to use whatever means are necessary to achieve substantial completion of the Project on or before the guaranteed substantial completion date

§ 15.1.7 Waiver of Claims for Consequential Damages

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

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.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation, which shall be administered in accordance with Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement. Upon such request, the parties shall agree on the entity or person to administer the mediation. No other filing for dispute resolution may be filed prior to the final outcome of the mediation process.

§ 15.3.3

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

ARTICLE 16 LABOR STANDARDS

§ 16.1 Prevailing Wage Rates

§ 16.1.1 Contractor and each Subcontractor shall pay to all laborers, workmen, and mechanics employed in execution of this Contract not less than rates set forth below for each craft or type of workman or mechanic needed to execute Contract.

§ 16.1.2 Determination of prevailing wages shall not be construed to prohibit payment of more than rates names.

§ 16.1.3 Attention of Contractor and all Subcontractors is called to the following laws of Texas relating to labor; (V.T.C.S. Article 5159a, as amended Section 5 of Acts 1973, 63rd Legislature, P. 995, Chapter 399, V.T.C.S. of Texas Article 5165.1 and 5165.3 as amended by Section 5 of Acts 1973, 63rd Legislature, P.995, Chapter 399).

§ 16.2.1 Prevailing Wage Rate Determination Information The following information is from Chapter 2258 Texas Government Code Title 10:

2258.021 Duty of Governmental Entity to Pay Prevailing Wage Rates

(a) The state or any political subdivision of the state shall pay a worker employed by it or on behalf of it:
(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
(b) Subsection (a) does not apply to maintenance work.
(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public body of the state or a political subdivision of the state.

2258.023 Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
(b) A contractor or
subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not

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determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

2258.051 Duty of Public Body to Hear Complaints and Withhold Payment

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Refer to specification section AJ - Prevailing Wage Rates for rate schedule and description of tradesmen.

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SECTION 01 10 00

SUMMARY OF WORK

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB - Instructions to Proposers and Section AF – Subcontractor and Manufacturer Prequalification for substitutions.

B. The Project, of which the work of this Contract is a part, is 2019 Security Improvements for the Alief Independent School District.

C. Location: The project encompasses work at 42 Alief ISD campuses throughout the district. Specific addresses of campuses are included in the Drawings.

D. The Project consists of various scopes of work at each campus, including all or part of the following scopes of work:

01 Addition of access controlled devices / locksets to existing doors.
02 Adding access controlled devices / exit devices to existing doors.
03 Adding new electrically controlled auto-lock devices / hardware to existing doors.
04 New hollow metal frames and plastic laminate faces wood doors.
05 New metal stud and drywall partitions.
06 Selective removal and reinstallation of existing acoustical lay-in ceiling systems to accommodate new drywall partitions..
07 Selective removal and reinstallation of existing finish flooring materials to accommodate new drywall partitions.
08 Painting.

PART 2 - EXECUTION

2.1 GENERAL SCHEDULE

A. The Owner has a significant need for all Work to be Substantially Complete in the summer district break of 2019. Submission of a Proposal shall signify agreement of the Proposer to perform all work according to the following schedule.

B. Work on the project shall be limited to the 2019 summer between the end of a school calendar year and the beginning of the following school calendar year. All work shall commence and be Substantially Complete according to the following schedule.

01 Commencement: On Site Work shall commence not later than Monday, 27 May 2019.
02 Completion: All work at all campuses shall be Substantially Complete not later than Friday, 2 August 2019.

C. Due to limitations of the District’s work schedule during the summer break between school calendar years, the Contractor shall schedule work and necessary manpower to perform Work on a Monday through Friday schedule.

END OF SECTION

SECTION 01 21 00

ALLOWANCES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. The following Allowances shall be included in the Base Proposal. These sums shall be reconciled per Article 3.8 of the General Conditions.

1.2 CONDITIONS

A. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes.

01 The Contractor's handling costs on site, labor, installation, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contractor's Base Proposal sum, and not in the allowance.

02 The Contractor shall cause the work covered by these allowances to be performed for such amounts and by such persons as the Architect may direct, but he will not be required to employ persons against whom he makes reasonable objection.

03 If the directed work costs, when determined, exceed the allowance, the Contract sum shall be adjusted accordingly by Change Order, which will include additional handling costs on the site, labor, installation costs, overhead, profit and other expenses resulting to the Contractor from any increase over the original allowance.

B. Unexpended balance of allowance sums shall revert to the Owner in the final settlement Change Order of the Contract.

PART 2 - ALLOWANCES

2.1 ITEMS

A. Owner Contingency:
Contractor shall include in the Base Proposal the following sum as an Owner's contingency to cover the cost of hidden, concealed or otherwise unforeseen conditions which develop during completion of the work; or for Owner directed changes in the Work.

Allow the following sum for Owner Contingency $80, 000.00

A. City of Houston Building Permits:
Contractor shall include in the Base Proposal the following sum for reimbursement of the cost of City of Houston general building permit fees. Trade permits and similar permits shall be the responsibility of the Contractor.

Allow the following sum for City of Houston Building Permits $35, 000.00

END OF SECTION

SECTION 01 22 00

UNIT PRICES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB - Instructions to Proposers and Section AF – Subcontractor and Manufacturer Prequalification for substitutions.

1.2 UNIT PRICES

A. Contractor shall state, in the spaces provided in the Proposal Form, unit prices for the work described below. The same unit price for each item shall be used to either add or delete the described work if / as directed by the Architect during the progress of the Work.

B. Costs declared for Unit Prices shall be the gross amount used for adjustment, based on the actual quantity of units directed to be adjusted.

PART 2 – DESCRIPTION OF UNIT PRICES

2.1 GENERAL

A. For the work described, unit pricing shall be used to determine the additional cost or credit to the contract amount, or added to or deducted from the Owner's Contingency for changes in the scope of work made during the progress of the work as directed by the Architect.

B. The same price shall be used for adding or deducting from the scope of work. No Exceptions.

C. The following unit prices shall be included on the proposal form and shall be included in the Owner - Contractor Agreement.

2.2 UNIT PRICES – ACCESS CONTROL DEVICES / HARDWARE

A. Provide unit pricing to add or delete Access Control Hardware Devices to existing or new doors:

01	Panel Interface Module (PIM) with CAT-6 POE Data Cable to Nearest IDF / MDF Room	_____	Each (EA)
02	Access Controlled Lockset	_____	Each (EA)
03	Access Controlled Exit Device	_____	Each (EA)

2.3 UNIT PRICES – DOORS, FRAMES AND HARDWARE

A. Provide unit pricing to add or delete door and frame units:

01	Size: 3070 with 6” HM Frame and Solid Core P-Lam Door - No Hardware	_____Each (EA)
02	Door Hinge Set – 1-1/2 pair butts	_____ Each (EA)
03	Door Closer	_____ Each (EA)
04	Wall Stop	_____ Each (EA)
05	Door Lite – 8” x 31” with 1/4" Clear Tempered Glazing	_____ Each (EA)

END OF SECTION

SECTION 01 23 00

ALTERNATES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB - Instructions to Proposers and Section AF – Subcontractor and Manufacturer Prequalification for substitutions.

1.2 ALTERNATE PRICES

A. Contractor shall state, in the spaces provided in the Proposal Form, alternate prices for the work described in the Alternate.
   01 Proposer's pricing for Alternates shall be the net change to the Base Proposal amount to include the cost of all supporting elements required to implement the described Alternate scope of work.
   02 Work for all Alternates shall be in strict accordance with the Specification and applicable work as indicated on the Drawings.

B. Unless otherwise indicated, scope of work for each alternate shall include material and labor, general conditions and all other costs, as applicable, associated with completing the work described.

C. Alternates are not listed in the order of priority.

D. Acceptance of Alternates and inclusion in the Owner-Contractor Agreement shall be at the sole discretion of the Owner.
   01 Proposed pricing of Alternate Proposals shall be such that no matter what combination of Base Proposal and Alternates are accepted, the corresponding Contract amount shall be the total sum required to provide the full and defined scope of work.

PART 2 – DESCRIPTION OF ALTERNATE PROPOSALS

A. ALTERNATE NO. 1 – Access Control Systems Integrator
   This alternate shall establish the amount to be added to the Base Proposal for the Contractor to use each of the listed Integrator Providers to provide all Access Control Systems integration
   01 Alternate 1A Provider: Micro Integration
   02 Alternate 1B Provider: DAC
   03 Alternate 1C Provider: Knight

   The Owner shall select one of the above alternates, 1A, 1B or 1C to be added to the Base Proposal and incorporated into the Owner-Contractor Agreement.

END OF SECTION

SECTION 01 29 73

SCHEDULE OF VALUES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:
   01 Provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the work, as specified herein and in other provisions of the Contract Documents.

B. Related Work:
   01 Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
   02 Each specification section shall be used to determine requirements and breakdown of the schedule of values.

1.2 SUBMITTALS

A. Prior to the first application for payment, and within thirty (30) calendar days after execution of the Owner-Contractor Agreement, submit a proposed schedule of values to the Architect, as outlined below, for review.

B. Coordinate with the Architect and determine what additional breakdown, if any, is required to be submitted for final approval.

C. Secure the Architect's approval of the schedule of values prior to submitting the first application for payment.

1.3 QUALITY ASSURANCE

A. Use required means to assure arithmetical accuracy of the sums described.

B. When so requested by the Architect, provide copies of the subcontracts or other data acceptable to the Architect, substantiating the line item amounts in the schedule of values.

C. At a minimum, the schedule of values shall be broken down into costs for each specification section as labor and materials.
   01 Where specification sections cover multiple scopes of work or products, the schedule of values shall reflect each scope / product separately.

D. The contractor is encouraged to make the schedule of values very detailed in order to facilitate review and approval of requested percentages complete on pay applications.
   01 Where breakdown is vague, or includes multiple / combined assemblies, stages, tasks, etc., Architect’s review shall be conservative in favor of the Owner regarding approval of Pay Applications.

PART 2 - PRODUCTS

2.1 APPLICATION FOR PAYMENT SCHEDULE OF VALUES

A. The schedule of values, once approved shall be transferred to columns B and C of AIA G702/G703 – Application for Payment to be used for all progress payments.

B. Once AIA G702/G703 – Application for Payment has been submitted for payment, individual line item amounts in column C must remain unchanged throughout the progress of the work.

C. In the beginning stages of the construction, total amounts for entire divisions may be used if complete breakdowns are not available; and shall be line item populated as soon as practical.

D. No payments will be approved in divisions that do not have a line item breakdown.

E. Allowances shall be shown, and remain throughout construction, as a single line item on the master application for payment in amount(s) as stipulated in the Contract Documents.

F. For each Allowance, expenditures and accounting shall be included on a separate, attached spread sheet of the same format as the master application for payment.

G. The master application for payment shall reflect only the summary of each allowance; and shall not contain individual allowance activity(s).

2.2 MULTIPLE PHASES / BUILDINGS AND ALTERNATES

A. For projects consisting of multiple phases, separate each phase on the Application for Payment and include separate division 2 through 32 line items for each phase.

B. For projects consisting of multiple buildings, separate each building on the Application for Payment and include separate division 2 through 32 line items for each building.

C. If applicable to multi-phase / multi-buildings projects, site work may be shown separately from phases and / or buildings. Coordinate with Architect as required for approval.

D. For accepted Alternates which are “stand alone” scopes of work, not integrated into the Base Bid / Proposal scope of work, separately indicate each alternate with its own corresponding schedule of values.

2.3 SCHEDULE OF VALUES FOR ALLOWANCE EXPENDITURES

A. For Owner approved expenditures from allowances included in the Contractor’s Proposal, the Application for Payment shall include a separate, supplemental spreadsheet in the same format as AIA G703.

01 Provide a separate supplemental spreadsheet for each allowance included in the contract.

B. Each approved allowance expenditure item shall be listed separately with the authorized / scheduled value identified in column “C”.

C. Progress on each expenditure shall be tracked on the supplemental spreadsheet (i.e. previously billed, work this period, overall completion percentage, etc.).

D. The master Application for Payment shall include ONLY totals from each allowance supplemental spreadsheet for each application period.

2.4 SCHEDULE OF VALUES - ALTERNATES

A. For accepted Alternates which are "stand alone" scopes of work, not an integral part of the Base Proposal scope of work, indicate each alternate separately with its own corresponding breakdown of schedule of values.
   01 Coordinate with the Architect for applicable alternates.

2.5 SCHEDULE OF VALUES

A. Schedule of values for specification division 2 through 32 shall be broken down for each separate section of work, and include multiple items covered where appropriate.
   01 Each item of work shall be broken down by material and labor at a minimum.
   02 Where payment for shop drawings, submittals, record drawings and similar are expected, the items must be included as a separate item on the schedule of values.

B. In order for a subcontractor / trade to invoice for the following items, each item must be listed separately under the appropriate section of their respective work:
   01 Mobilization
   02 Overhead & supervision
   03 Submittals / shop drawings
   04 Coordination drawings
   05 Operations and maintenance manuals
   06 Close-out documentation

2.6 SCHEDULE OF VALUES BREAKDOWN

A. Schedule of Values shall list each campus and its corresponding schedule of values separately.

B. Schedule of Values – The following shall represent the minimum breakdown of line items; and shall include material and labor for each item where applicable:

DIVISION 1 – GENERAL CONDITIONS
   01 Building Permits
   02 Bonds
   03 Insurance
   04 General Contractor's Fee
   05 General Contractor's Overhead
   06 Supervision
   07 Mobilization
   08 Temporary Facilities
   09 Temporary Fencing
   10 General Cleaning
   11 Final Cleaning
   12 Close-Out Documents / Manuals
   13 Record Drawings
   14 Allowances (list each separately)
   15 Alternates (list each separately)

DIVISION 2 – EXISTING CONDITIONS
   Not Used

DIVISION 3 – CONCRETE
Not Used

DIVISION 4 – MASONRY
Not Used

DIVISION 5 – METALS
Not Used

DIVISION 6 – WOOD AND PLASTICS
01 Rough Carpentry

DIVISION 7 – THERMAL AND MOISTURE PROTECTION
01 Joint Sealants

DIVISION 8 – DOORS AND WINDOWS
02 Hollow Metal Frames
03 Plastic Laminate-Faced Wood Doors
04 Finish Hardware
05 Glazed Systems – Glazing

DIVISION 9 – FINISHES
01 Gypsum Board Assemblies – Walls
a. Metal Framing
b. Gypsum Board
c. Taping and Floating
02 Acoustical Ceilings
03 Painting

DIVISION 10 – SPECIALTIES
Not Used

DIVISION 11 – EQUIPMENT
Not Used

DIVISION 12 – FURNISHINGS
Not Used

DIVISION 13 – SPECIAL CONSTRUCTION
Not Used

DIVISION 14 – CONVEYING SYSTEMS
Not Used

DIVISION 21 – FIRE PROTECTION
Not Used

DIVISION 22 - PLUMBING
Not Used

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING
Not Used

DIVISION 26 –ELECTRICAL
Not Used

DIVISION 27 – COMMUNICATIONS
04 Operating & Maintenance Manuals
05 General Provisions
06 Shop Drawings, Coordination Drawings, Product Data
07 Quality Control
08 Structured Cabling Systems

DIVISION 28 – SAFETY AND SECURITY
01 Operating & Maintenance Manuals
02 General Provisions
03 Shop Drawings, Coordination Drawings, Product Data
04 Quality Control
05 Electronic Access Control

DIVISION 31 – EARTHWORK
Not Used

DIVISION 32 – EXTERIOR IMPROVEMENTS
Not Used

DIVISION 33 – UTILITIES
Not Used

C. The following work shall be listed as a separate line item if the sub-contractor anticipates invoicing separately for the work:
01 Mobilization
02 Subcontractor temporary facilities
03 Subcontractor Bonds
04 Submittals
05 Shop Drawings
06 Close-Out Documents / Record Drawings

2.1 SCHEDULE OF VALUES FOR ALLOWANCE EXPENDITURES

A. For Owner approved expenditures from allowances included in the Contractor's Proposal, the Application for Payment shall include a separate, supplemental spreadsheet in the same format as AIA G703.
01 Provide a separate supplemental spreadsheet for each allowance included in the contract.

B. Each approved allowance expenditure item shall be listed separately with the authorized / scheduled value identified in column "C".

C. Progress on each expenditure shall be tracked on the supplemental spreadsheet (i.e. previously billed, work this period, overall completion percentage, etc.).

D. The master Application for Payment shall include ONLY totals from each allowance supplemental spreadsheet for each application period.

END OF SECTION

SECTION 01 31 00

FLOOR AND WALL PROTECTION

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 – GENERAL

1.1 DESCRIPTION

A. Refer to Section AB – Instructions to Proposers and Section AF – Subcontractor / Manufacturer Prequalification for substitutions.

B. Scope: Provide floor protection as required to prevent damage to existing floor and wall finishes, doors and frames, casework and other existing materials, resulting from the Work.
   01 The Contractor is responsible for means and methods required to perform the Work; therefore, the Contractor is ultimately responsible to determine the specific scope of work for this section necessary to complete the project.

C. Related Work:
   01 Section 01 50 00 Temporary Facilities and Controls

1.2 SUBMITTALS

B. Review and comply with all provisions of section 01 33 00 – Submittal Procedures.

C. Product Data: Submit manufacturer's literature, product data, certifications and supporting information for all products proposed to be furnished, as necessary to demonstrate compliance with the specified requirements.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. The following manufacturers are acceptable to provide Flooring Protection.
   01 Masonite – basis of design.
   02 Ram Board
   03 Floor-Defender

2.2 MATERIALS

A. Flooring and wall protection shall be a minimum 1/4" Masonite sheeting in moderate to high construction traffic areas and routes.
   01 Provide a semi-permanent means of attaching adjacent sheets which will stay secure throughout the usage period

B. Walls, doors and frames, casework, furniture and similar exposed existing materials shall be protected as required with minimum 6 mil polyurethane plastic sheeting.
   01 Lap all seams and secure continuously as required to prevent damage.

PART 3 – EXECUTION

3.1 FLOOR AND WALL PROTECTION

A. Masonite floor boarding shall be sectioned together to create a 100% covered path from wall to wall within the building entrances to each mechanical room.

B. All material being stored on floors within the building shall also have Masonite floor protection.

C. The Masonite sheets shall be taped together with duct tape to prevent shifting and to keep substances from leaking through.

D. Protect Walls and Columns within ten feet on all sides of mechanical rooms with overlay of wall board. The protection will be held in place with stretch wrap and pressure holding devices. No nails or screws will be used.

E. Classroom floors shall be protected with Ram Board and/or Floor Defender products.

3.2 DOCUMENTATION

A. Prior to the start of Work, Contractor shall provide video record of existing conditions of floor and wall conditions.

01 The documentation shall be thorough enough to be used at the conclusion of the Work to identify whether damage or blemishes were present prior to the start of Work.

B. Video documentation shall be used at the completion for work to confirm what if any damage is the result of Work.

C. All damage and blemishes discovered at the completion of work that is not documented on the pre-Work video record shall be deemed to be caused by the Work.

D. Contractor shall promptly repair all damage and blemishes resulting from the construction activity.

E. All material being stored on floors within the building shall also have Masonite floor protection.

01 Flooring surfaces shall be replaced with the same materials.

02 Painted surfaces shall be touched up at a minimum; and more broadly repainted if required to blend the repainted area with adjacent surfaces.

03 Vinyl wall covering surfaces shall be replaced the full width of the vinyl sheet. Spot patching vinyl wall covering shall not be acceptable.

END OF SECTION

SECTION 01 31 13

PROJECT COORDINATION

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. This Section specifies administrative and procedural requirements necessary for coordinating Work operations including, but not limited to, the following:
   01 General coordination procedures.
   02 Sequential work of trades.

A. Related Work:
   01 Section 01 32 16 – Construction Schedule

PART 2 - PRODUCTS

2.1 NOT USED

PART 3 – EXECUTION

3.1 COORDINATION - GENERAL

A. Contractor shall coordinate and schedule work as much as practical to minimize time to complete work at each campus.

B. Contractor shall coordinate operations included in various sections of Contract Documents to assure efficient and orderly installation of each part of Work. Coordinate Work operations included under related sections of Contract Documents that depend on each other for proper installation, connection, and operation of Work, including but not limited to:
   01 Schedule construction operations in sequence required where installation of one part of Work depends on installation of other components, before or after its own installation.
   02 Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
   03 Provide provisions to accommodate items scheduled for later installation.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of Work. Such administrative activities include, but are not limited to, following:
   01 Preparation of schedules.
   02 Installation, relocation, and removal of temporary facilities.
   03 Delivery and processing of submittals.
   04 Progress meetings.
   05 Project closeout activities.

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

CONDITIONS OF THE CONTRACT, AND DIVISION 1 SECTIONS APPLY TO THIS SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work:
   01 Contractor participation in preconstruction conference.
   02 Contractor administration of pre-installation conferences.
   03 Contractor administration of progress meetings

1.2 PRECONSTRUCTION CONFERENCE

A. The Architect shall administer a preconstruction conference for:
   01 Review of project scope.
   02 Review of Contractor's preliminary schedule.
   03 Review communication protocols.
   04 Determine logistics of temporary facilities.
   05 Review submittal process.
   06 Review responsibilities of Owner, A/E team and Contractor.
   07 Establish schedule for regular OAC meetings

1.3 PRE-INSTALLATION CONFERENCES

A. Contractor shall convene pre-installation conferences with each subcontractor prior to commencing work of the subcontractor.
   01 Contractor shall record attendance on a sign-in sheet.
   02 Contractor shall keep minutes of the conference and distribute to all attending parties prior to the start of the work.

B. The purpose of the meeting is to fully review subcontractor's work to assure initial installation will be in accordance with the Contract Documents. The agenda shall include, but not necessarily limited to the following:
   01 Review the contract documents, including any changes thereto.
   02 Review all RFI's that may affect the work.
   03 Review the final reviewed submittals, including AE and Contractor comments.
   04 Review conditions of installation, preparation and installation procedures.
   05 Review coordination with related / interfacing work.
   06 It is the responsibility of the contractor / sub-contractor to resolve all unknown issues, unclear issues, coordination issues, and assembly interface issues in order to comply with the requirements of the Contract Documents.

C. Require attendance includes, but is not limited to the following:
   01 Contractor's superintendent
   02 Architect's field representative as appropriate
   03 Relative subcontractor
   04 Other subcontractors whose work may be affected by the relative sub-contractor.

D. Pre-installation conferences shall be scheduled a minimum of 48 hours in advance of the start of relative work unless otherwise agreed to by all parties.

E. Pre-installation conferences may be scheduled with multiple subcontractors at the same time to facilitate awareness of related work. Coordinate with architect's field rep.

F. The contractor shall keep meeting minutes and distribute to all attendees within three days after the meeting; or sooner if required to facilitate project scheduling.

1.4 OWNER / ARCHITECT / CONTRACTOR (OAC) PROGRESS MEETINGS

A. Contractor shall schedule and administer all project meetings after mobilization conference throughout progress of the work at weekly intervals, plus any special called meetings, and all pre-installation conferences.

B. Contractor shall preside at meetings, record minutes, and distribute copies of minutes within two days to attendees, and those affected by decisions made at meetings.

C. Required Attendance:
- 01 Contractor's Superintendent
- 02 Contractor's Project Manager
- 03 Architect's Project Manager
- 04 Architect's Field Representative
- 05 Architect's Consultants as appropriate to agenda topics for each meeting.
- 06 Owner's Representative.

D. The primary purpose of the weekly or biweekly progress meetings is to update the Owner of the project status, progress, schedule and outstanding issues. It shall not be a venue for resolving issues that can otherwise be resolved between the Contractor and Architect / consultants; unless direct input from the Owner is required.
- 01 In as much as practical, meetings shall be scheduled on the same day and time each week. Changes in the normal schedule must be agreed to by all parties.

E. Suggested Agenda:
- 01 Review work completed since the previous meeting.
- 02 Review status of progress schedule and adjustments thereto, and delivery schedules.
- 03 Review submittal log,
- 04 Review change proposal log, minor changes and other adjustments to the Work
- 05 Review pending changes and substitutions.
- 06 Review AE construction observation reports and resolutions to outstanding issues
- 07 Review as-built documents and close-out progress,
- 08 Discuss other items affecting progress of work.
- 09 New business

1.5 PROGRESS MEETING MINUTES

A. Progress meeting minutes shall be furnished by the Contractor and shall be structured to identify all discussion topics and action items by the initiating meeting and the eventual outcome.

B. Each meeting with unresolved information or pending action items shall remain on the meeting minutes, in the above format, through one meeting beyond resolution or completion of the pending action of the item, where the item can be reviewed one more time and ALL parties agree the item can be removed from the meeting minutes.

C. The last meeting shown on the meeting minutes shall relate to the most recent meeting held and shall include all topics of discussion at that meeting.

D. Up-to-date meeting minutes shall be furnished to all attendees at the beginning of each meeting.

E. This sample is created in Excel and an electronic copy shall be furnished to the contractor upon request.

END OF SECTION

SECTION 01 32 16

CONSTRUCTION SCHEDULE

CONDITIONS OF THE CONTRACT, AND DIVISION 1 SECTIONS APPLY TO THIS SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:
   01 The Contractor shall maintain a comprehensive schedule throughout the duration of the work.

1.2 SUBMITTALS

A. Schedules:
   01 Preliminary Analysis: Within fourteen days after receipt of Notice to Proceed, submit a preliminary construction schedule for review.
   02 Construction Schedule: Within four weeks after receipt of Notice to Proceed, submit one reproducible and four prints of the construction schedule.

1.3 RELIANCE UPON SCHEDULE

A. The construction schedule as approved by the Architect will be an integral part of the Contract, and will establish conditions for various activities and phases of construction.

PART 2 - PRODUCTS

2.1 CONSTRUCTION SCHEDULE

A. Diagram: Graphically show the order of all activities necessary to complete the work and the sequence in which each activity is to be accomplished.

Activities shown on the diagram shall include, but not necessarily be limited to:
   01 Project mobilization.
   02 Submittals and approvals of shop drawings and samples.
   03 Phasing of construction.
   04 Procurement of equipment and critical materials.
   05 Fabrication and installation of special material and equipment.
   06 Final clean-up.
   07 Final inspection and testing.

B. The schedule shall be updated and reviewed on a monthly basis.

2.2 CONSTRUCTION SCHEDULE LIMITATIONS

A. Work performed under this Contract shall be performed in accordance with the following paragraphs so that the Owner can accept the project as substantially complete as noted below.

C. All work may proceed immediately upon Notice to Proceed and continue uninterrupted except as follows:
   01 The Contractor shall provide a minimum of 48 hours' notice to Architect and Owner for request to work outside normal hours of operation.
   02 Contractor must obtain Owner's approval for any Work conducted outside normal hours of operation.

03 No Work shall be conducted outside normal hours of operation without an Alief ISD employee present in the building.

04 Contractor agrees to pay Alief ISD $25.00 per hour to cover the cost of providing an Alief ISD employee to be present in the building during all work performed outside of normal hours of operation.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHASE SCHEDULE

A. The project scope of Work is scheduled to begin and be Substantially Complete in the summer of 2019, Start 27 May 2019 and Substantially Complete 2 August 2019.

B. Having thoroughly familiarized himself with the scope of Work at each campus, the Contractor shall devise a schedule that minimizes time at each campus as much as is practical.

C. The successful Contractor will be subject to liquidated damages of $500.00 per day for each calendar day thereafter required to achieve Substantial Completion. Refer to Section 01 32 16 for additional scheduling requirements. No extension of time will be provided. Delays, extension of time and liquidated damages are fully described under Article 8.3 of the General Conditions.

D. The definition of Substantial Completion is found in Article 9.8.1 of the AIA General Conditions bound herein.

3.2 CONSTRUCTION SUBSTANTIAL COMPLETION

A. Substantial Completion shall be issued for each campus; and additionally a Substantial Completion Certificate shall be issued at the end of the project for the entire scope of Work.

B. Close-out requirements and documentation shall be required for Phase 1 and 2; except those documents that are global to the entire scope of the project.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work: Provide all submittals required in specific specifications sections in strict accordance with the procedures described below.

B. Related Work:
   01 All Division 1 through Division 32 specification sections.

1.2 QUALITY ASSURANCE

A. It is the sole responsibility of the Contractor / sub-contractor / material supplier to provide materials and work that conforms to the requirements of the Contract Documents.

B. The function of the submittal process is to provide the Contractor / sub-contractor / material supplier additional review / quality control of the materials / work proposed to be furnished for the Work.

C. Prior to delivery to the Architect or Consultant, each submittal shall be thoroughly reviewed by the party / sub-contractor generating the submittal, as well as the General Contractor.
   01 Each reviewer shall document their review by affixing a stamp and signature, or a signed review cover sheet to each submittal. General contractor sign-off for the submittal originator is not acceptable.
   02 All corrections shall be clearly noted.
   03 The Contractor shall determine whether the submittals are suitable to forward to the Architect / Consultant, or return to the originator for revisions and re-submittal.
   04 Submittals which do not display (at least) two prior, separate reviews (submitter and general contractor) shall be rejected and returned to the general contractor.

D. The Architect's / Consultant's review of submittals is only for review of the general conformance with the design concept of the project and general compliance with the information given in the Contract Documents.
   01 The Architect's / Consultant's review of submittals shall NOT be construed as approval of the products, assemblies or work being submitted, unless specifically stated as such.
   02 The Architect / Consultant shall not field verify any information requested on the submittal. That is the responsibility of the Contractor.

E. Submit only what is proposed to be furnished. Where cut-sheets, etc. also contain information on items not to be furnished, clearly indicate / identify / separate the specific items proposed to be furnished from those which are not proposed to be furnished.
   01 Where no such indication is made, it shall be understood the submittal is presenting options to be selected by the Architect / Consultant at no additional cost to the Owner.

F. Submittals shall be rejected by the Architect / Consultant for any of the following:
   01 Lack of required review stamps / cover sheets.
   02 Apparent / obvious lack of review by the general contractor or original provider / subcontractor.
   03 An inordinate amount of revisions already noted by the general contractor / sub-contractor.
   04 Incomplete or missing information.
   05 Inclusion of other items not proposed to be furnished.

G. The Contract Documents in electronic format may be made available to the contractor / sub-contractor for their use, provided the users execute a release form to the Architect / Consultant. Refer to Section AI for applicable forms to be executed and returned the relative party (Architect / Consultant) prior to release of contract documents in electronic format.

H. All submittals shall be submitted with a cover sheet containing the following information:
   01 Contractor's submittals number
   02 Date of submission and dates of any previous submissions
   03 Project title and Architect's project number
   04 Relative specification section number
   05 Names of Contractor, subcontractor, supplier, and / or manufacturer.
   06 Signed and dated review stamp or comment sheet from the party / sub-contractor generating the submittal
   07 Signed and dated review stamp or comment sheet from the General Contractor.

I. For any particular submittal, submit all written, standard format information as a single submittal; including the following as applicable to the submittal:
   01 Product Data
   02 Installation Instructions
   03 Maintenance Instructions
   04 Certificates
   05 Sample Warranties

J. For any particular submittal, submit all required shop drawings as a single submittal.

K. For any particular submittal, submit all required product samples as a single submittal.

1.3 ELECTRONIC DELIVERY

A. Electronic delivery of paper submittals in 11x17 or smaller size in PDF format is required. Delivery of larger size submittals in electronic format is encouraged, but optional to the General Contractor.
   01 Provide a single, electronic copy of submittals with all previous review comments / mark-ups via email or other electronic means to the Architect / Consultant.
   02 Submittals shall be returned electronically to the General Contractor along with review comments sheets / mark-ups.
   03 Quantities retained and distributed shall be the responsibility of each party (i.e. Contractor, Architect and / or Consultant).

B. Electronic submittals in PDF format shall be made in the same format (size) of the actual submittal (i.e. 8-1/2x11, 11x17, 24x36, and / or 30x42).

C. The following are exceptions to the above and shall be submitted in electronic and hard copy:

01 Steel shop drawings: to be submitted on full size, scalable sheets. Submit the number to be returned plus three (3) copies to be retained by the Architect and consultant.

02 Bound MEP manuals / submittals in excess of 25 pages. Submit the number to be returned plus three (3) copies to be retained by the Architect and consultant.

1.4 HARD COPY AND SAMPLE DELIVERY

A. Samples: submit the quantity required to be returned plus two (2) samples that will be retained by the Architect or Architect's Consultant.

01 Prior to submitting actual samples, deliver documentation of the manufacturer, model no. / series / pattern / etc. and color if necessary to the Architect. Submission may be waived if Architect already has complete samples of materials proposed to be furnished.

B. Owner's Record Set of Submittals

01 The contractor shall maintain a separate set of all final submittals to be delivered to the Owner at project close-out.

02 Submittals shall be organized, in order, by spec section.

1.5 SUBMITTAL NUMBERING AND NAMING

A. Each submittal shall contain an identification number and specific written title. The identification number shall be in the following format and sequence:

01 Begin with the relevant specification section number (i.e. **042000**-01-01).

02 Follow with a two-digit identifier indicating the first, second, etc. submittal for that particular section (i.e. 042000-**01**-00).

03 End submittal number with a two-digit identifier indicating the original submittal (01) or first (02) or second (03), etc. resubmittal for that particular section (i.e. 042000-01-**01**).

04 Indicate the correct submittal number and description on the cover sheet.

B. Each submittal shall contain a specific written title identifying the content of the submittal.

01 Title: Written Documentation, to include
- a. Product Data
- b. Installation Instructions
- c. Maintenance Instructions
- d. Certificates
- e. Sample Warranties

02 Title: Shop Drawings, to include
- a. Shop Drawings
- b. Engineering Calculations

03 Title: Sample, to include
- a. Physical Samples

C. Failure to comply with the all quality assurance requirements may result in immediate rejection without review of the submittal. In such circumstances, no additional time shall be granted to the Contractor for resultant delays.

PART 2 - PRODUCTS

2.1 MANUFACTURER'S PRODUCT DATA

A. Manufacturer's Product Data: Submit manufacturer's complete printed data on each product; including, but not necessarily limited to product cut-sheets, specifications,

quality references, MSDS sheets, and general information, as necessary to demonstrate compliance with all specified requirements

B. Manufacturer's Installation Instructions:
   01 When work is specified to comply with manufacturer's printed installation instructions, submit copies of such instructions, including all requirements as they specifically relates to the work required in this Contract.
   02 Submission of generic details that do not depict actual conditions of this project shall be rejected.
   03 Contractor shall distribute copies to all parties providing interfacing work to the completed installation / assembly.

2.2 MANUFACTURER'S CERTIFICATIONS AND WARRANTIES

A. Manufacturer's Test Reports and Certifications: Where applicable, submit test reports and certifications demonstrating compliance with the referenced standards and requirements.

B. Prior, and conditional to Contract Close-Out, provide original copies of all required certificates, warranties and guarantees. Refer to other sections for specific requirements.

C. Submit required certificates and warranties with original signatures. Documents shall be accompanied by the name of the manufacturer / guarantor, contact name, address, email address, phone number and fax number.

2.3 SHOP DRAWINGS

A. Shop drawings shall be submitted with sufficient detail to fully describe the work included. Partial sets, if submitted without prior approval from the Architect, shall be subject to rejection and / or holding until subsequent shop drawings are submitted.

B. Details included in shop drawings shall depict actual project conditions related to the assembly. Details depicting generic substrates or interfacing work shall be subject to rejection.

C. All dimensions indicated on the drawings are based on the specific models and manufacturers of products, equipment, fixtures and miscellaneous items specified or used as a design basis.
   01 If the Contractor uses an approved product by another listed manufacturer which is different than the specific model and manufacturer listed in these specifications, the Contractor shall be solely responsible for the coordination of any dimensional changes required, including structural, relocation of walls, equipment, fixtures, ceilings and miscellaneous items – all subject to approval by the Architect.
   02 When dimensional changes are required in these situations, the Contractor shall submit a proposed modification drawing to the Architect for approval prior to proceeding with the work. All causes and effects of the dimensional change shall be indicated on the Contractor's drawing submittal.

2.4 SAMPLES

A. Finish Samples: Submit full range of manufacturer's standard colors, textures, and patterns for Architect's selection.
   01 Submit samples for selection of finishes in accordance with approved schedule, and in such sequence as to cause no delay in the work or in the work of any other Contractor.

02 Prior to submission of samples, provide all relative information to the Architect, including but not limited to manufacturer, model no. , series, patterns, colors, etc. necessary to fully describe materials proposed to be furnished. At Architect's option sample submittals may be waived if Architect already has samples of proposed materials in the interiors library. Coordinate with Architect as required.

B. Selection of finishes from paper or digital representations shall not be accepted. Samples requiring selection of a color, pattern or similar finish shall be submitted in one of the following methods:
01 Whenever possible, submit actual material product samples (i.e. carpet, aluminum, glass, plastic laminate, sealants, etc.)
02 Paint colors for pre-finished materials shall be submitted on actual samples of substrate materials (i.e. paint on sheetmetal).
03 Manufacturer's standard color wheels or similar shall be acceptable for paint selections for field painted items; however, the Architect may require to see / approve an actual application of paint on the intended material in the field.

C. Submit samples to illustrate functional characteristics of the product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.

D. Submittals shall contain:
01 Date of submission and dates of any previous submissions
02 Project title and number
03 Contract identification
04 Names of Contractor, Supplier, Manufacturer
05 Identification of sample, with specification section number

E. Resubmission Requirements for Samples:
01 Make any corrections or changes in the submittals required by the Architect and resubmit until approved.
02 Submit new samples as required for initial submittal.

F. Submit a minimum of two samples and more if specified in the respective Specification section; one will be retained by Architect. Reviewed samples may be used in the work if so indicated in the specification section.

G. Selection of materials, finishes and color selections shall be finalized ONLY after samples of all key items are received. Color selections of key items shall NOT be done piece meal.

PART 3 – EXECUTION

3.1 SUBMITTAL COORDINATION

A. Group or package submittals relative to the assembly which are dependent upon each other for a thorough review (i.e. doors, frames and hardware).
01 Time periods for proper and complete submittal reviews which are contingent on or must be coordinated with separate but related submittals shall begin at the time of the Architect's / Consultant's receipt of the last required submittal. Contractors are urged to group submittals appropriately in this regard.

B. Finishes and samples shall NOT be selected piecemeal. Selection of finish samples will begin only after receipt of all finish selection samples, including exterior and interior finishes.

C. No extensions of Contractor Time or Cost shall be allowed due to lack of submittal coordination by the Contractor.

3.2 SCHEDULE

A. The Contractor shall schedule to complete the submittal process within a maximum of one hundred twenty (120) days after execution of the Owner – Contractor Agreement.

B. The Contractor shall formulate and provide a submittal schedule to the Architect within twenty (20) days after execution of the Owner – Contractor Agreement, to allow for proper coordination and scheduling reviews.

C. In formulating the submittal schedule, the Contractor shall allow the following review periods:

01 Architect – allow fourteen (14) calendar days response time, after Architect's receipt, for all submittals made to and reviewed by the Architect.

02 Architect's Consultant – Allow twenty (20) calendar days response time, after Consultant's receipt, for all submittals which must be reviewed by Architect's Consultants.

03 All Consultant submittals shall be returned to the Architect for delivery to the Contractor.

3.3 PROCEDURES

A. Transmit each item with approved form identifying project, contractor, subcontractor, major supplier; identify pertinent drawing sheet and detail number and specification section number, as appropriate.

B. Transmit Consultant and Engineering submittals directly to respective Consultant with a copy sent to the Architect.

C. Sub-Contractor's / Supplier's Conveyance to the General Contractor: Each sub-contractor / supplier shall be required to review their own submittal and apply a signed and dated stamp certifying review, verification of products, field dimensions, adjacent construction work and coordination of information is in accordance with the requirements of the work and Contract Documents.

01 Submittals forwarded to the Architect / Consultant without the sub-contractor / supplier review stamp shall be automatically rejected without review and returned to the General Contractor.

D. Contractor's Conveyance to the Architect / Consultant: The Contractor is required to thoroughly review and check all submittals received from sub-contractors / suppliers.

01 Upon completion of review and checking, apply signed Contractor's stamp to each item submitted, certifying that review, verification of products, field dimensions, adjacent construction work and coordination of information is in accordance with the requirements of the work and Contract Documents.

02 Submittals forwarded to the Architect / Consultant without the Contractor's review stamp shall be automatically rejected without review and returned to the Contractor.

E. If, in the opinion of the Architect / Consultant, the submittal indicates a lack of review or the contractor's / sub-contractor's review is incomplete, the submittal will be returned, unchecked, to the General Contractor for correction of any / all deficiencies for subsequent re-submittal.

F. Revise and resubmit submittal as required; clearly identify all changes made since previous submittal.

01 Submittals that are required to be resubmitted more than one (1) time shall be subject to additional service charges for the Architect's / Consultant's repeated review(s) as outlined in Section 01 45 23.13 – Observation Procedures.

G. After review, distribute copies to all concerned parties.

H. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been reviewed by the Architect / Consultant without request for re-submittal.

3.4 CLAIM NOTIFICATION

A. If the submitter or contractor issues submittals for which an additional cost is anticipated, the submittal must clearly indicate such cost including all supporting information.

01 Lack of accompanying cost information known at the time of the original submittals shall be grounds for disallowance of such cost.

B. Upon return of submittal(s) to the originator of the submittal(s), the submitter shall thoroughly review all mark-ups and / or comments prior to proceeding with the work.

C. Based on the mark-ups and / or comments returned, the submitter shall have fifteen (15) calendar days to submit a claim notification for additional costs the submitter may feel is warranted by the mark-ups / and or comments of the Architect or Consultant.

01 The fifteen (15) calendar day period shall commence upon Contractor's receipt of the submittal from the Architect.

D. In the absence of any claim notification within the specified time period, it shall be agreed the submitter shall provide the work in accordance with the final, reviewed submittal at no additional cost.

E. In the event a claim notification is submitted to the general contractor / construction manager, the submittal process shall not be complete until all such claim notifications have been fully resolved.

END OF SECTION

SECTION 01 35 23

ALIEF INDEPENDENT SCHOOL DISTRICT
CONTRACTOR SITE RULES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. The Contractor shall adhere to all Owner Site Rules at all times during the Work.
   01 Failure to adhere to Owner Site Rules may result in expulsion of personnel violating rules and / or fines as established on a district-wide basis by the Owner.

B. Owner site rules are in addition to all other regulatory rules to be adhered to by the Contractor.

1.2 OWNER SITE RULES

A. All contractor's and their employees, subcontractors and their agents and employees, must be cleared in advance in each building front office/receptionist area before entry into any Alief ISD building via the Raptor System. (This requirement shall be enforced during school hours – when a work area has not been effectively sealed off from the main campus, or at any time when interaction with students may occur). Visitors will be required to scan their Driver's License or other state issued ID.
   01 What is the "Raptor System?" The Raptor System is a system that instantly screens for registered sex offenders in all 50 states and can also screen for individuals with restraining orders, custody issues, suspended or expelled students, known gang members, or for any custom alert.
   02 When a visitor is cleared, the system prints a badge featuring the visitor's name, photo, date and time, and destination. If a potential threat is identified, the Raptor system sends instant alerts to designated officials, including administrators and law enforcement, via email, text messaging and/or page.
   03 No visitors are allowed on campuses without this custom badge.

B. No foul language or spitting on the floor.

C. Keep the premises free from accumulation of waste, materials or rubbish caused by the work under this contract at each site. Boxes must be broken down prior to removal from the building. Upon completion of the work, and prior to the final inspection, have the premises in a neat and clean condition.

D. No tobacco products on school property. On new construction projects, tobacco products are prohibited after air conditioning systems are initially activated.

E. The possession or use of alcohol or illegal drugs is strictly prohibited.

F. No tank tops – workers must be fully clothed.

G. No workers with a history of felony convictions or warrants.

H. No parking on grass, under shade trees, sidewalks or non-vehicular paved areas.

I. Take all precautions necessary for the safety of, and provide protection to prevent damage, injury or loss to:

01 All employees on the project and all other persons who may be affected thereby.

02 All the work and all materials to be incorporated therein, whether in storage on or off the site.

03 All property at the site and adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any other school property.

J. A competent supervisor shall be on site at all times who understands the full scope of the work.

K. School administrative services shall at all times have priority over the Contractor's use/service/etc.

L. Any work that may interfere with school activities must be authorized in advance through administrative channels. A management plan will be devised to minimize the effect of the interference.

M. No work within the confines of a secured building will be allowed without at least one designated Alief ISD employee present. The contractor must pay Alief ISD in advance for the cost of adding an employee to a building for after-hours work.

N. Doors must not be propped open.

O. The Contractor shall be responsible to Alief ISD for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the work under the contract.

END OF SECTION

SECTION 01 36 00

OWNER PROJECT MANAGEMENT SOFTWARE

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB - Instructions to Proposers and Section AF – Subcontractor and Manufacturer Prequalification for substitutions.

B. Scope:

01 Project Management Communications: The Contractor shall use the Internet web based project management communications tool, Owner In-Site ASP software and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.

02 Project management communications is available through Owner In-Site as provided by "Owner In-Site" in the form and manner required by Alief ISD.

03 The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited

04 User Licenses: Alief ISD shall issue user licenses to Contractor as needed.

PART 2 – OWNER IN-SITE ASP SOFTWARE

2.1 GENERAL

A. Training: Owner In-Site will provide initial training for your team. Companies may also obtain group training from Owner In-Site at their own expense, please contact Owner In-Site for availability and cost.

B. Support: Owner In-Site will provide on-going phone and email support as needed.

C. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.

D. Purpose: The intent of using Owner In-Site is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files

E. Authorized Users: Access to the web site will be by individuals who are licensed users.

01 Individuals may use the User Application included in these specifications or may request the User Application.

02 Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.

F. Administrative Users: Administrative users have access and control of user licenses and all posted items.

01 DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!

02 Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

G. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using Owner In-Site to send messages. Communication functions are as follows:

01 Document Integrity and Revisions:

a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.

b. The system shall make it easy to identify revised or superseded documents and their predecessors.

c. Server or Client side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.

02 Document Security: The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties' communication except for Administrative Users. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!

03 Document Integration: Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.

04 Reporting: The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.

05 Notifications and Distribution: Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document distribution to parties outside of the project communication system shall be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.

06 Required Document Types:

a. RFI, Request for Information.

b. Submittals, including record numbering by drawing and specification section.

c. Transmittals, including record of documents and materials delivered in hard copy.

d. Meeting Minutes.

e. Application for Payments (Draft or Pencil).

f. Review Comments.

g. Daily Field Reports.

h. Construction Photographs.

i. Drawings.

j. Supplemental Sketches.

k. Schedules.

l. Specifications.

H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches documents shall be submitted by transmission in electronic form to the Owner In-Site web site by licensed users.

01 The Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.

02 The Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.

03 The Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.

04 The following are some but not all of the paper documents which require original signature:

a. Contract
b. Change Orders
c. Application & Certificates for Payment
d. Construction Change Directives (CCD)
e. Forms and reports in Division 0

I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:

01 Providing suitable computer systems for each licensed user at the users normal work location[1] with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.

02 Each of the above referenced computer systems shall have the following minimum system and software requirements:

a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
b. PC system 500 MHz Intel Pentium III or equivalent AMD processor
c. 128 MB Ram
d. Display capable of SVGA (1024 x 768 pixels) 256 colors display
e. 101 key Keyboard
f. Mouse or other pointing device

03 Operating system and software shall be properly licensed.

a. Google Chrome or other browser (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.
b. Adobe Acrobat Reader (current version is a free distribution for download).

c. Or, users intending to scan and upload to the documents area of Owner In-Sites should have Adobe Acrobat (current version must be purchased).

d. Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

END OF SECTION

SECTION 01 36 13

CUTTING AND PATCHING

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB - Instructions to Proposers and Section AF – Subcontractor and Manufacturer Prequalification for substitutions.

B. Scope of Work:
   01 Provide cutting and patching of existing work as required for the proper installation of new work, including proper interface with existing work.
   02 Cutting and patching includes, but is not limited to:
      a. Gypsum board assemblies
      b. Finish flooring
      c. Wall finishes
      d. Doors and frames
      e. Ceiling assemblies

C. Related Work:
   01 Section 01 36 16 – Remodeling and Alteration Procedures

1.2 SUBMITTALS

A. Review and comply with all provisions of section 01 33 00 – Submittal Procedures.

B. Submit written request in advance of cutting or alteration which affects:
   01 Structural integrity of any element of the project
   02 Integrity of weather-exposed or moisture-resistant element
   03 Efficiency, maintenance, or safety of any operational element
   04 Visual qualities of sight-exposed elements
   05 Work of Owner or separate contractor
   06 Any work in or around any known or potential area in which asbestos or lead based products exist.

C. Procedural Proposal for Cutting and Patching: Where prior consent for cutting and patching is required, submit proposed procedures for this work well in advance of the time work will be performed, and request consent to proceed. Include the following information, as applicable, in the submittal:
   01 Describe the nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe anticipated results of the work in terms of changes to and effects upon existing work, including structural, operational and visual changes, as well as other significant elements.
   02 List products to be used and firms that will perform work.
   03 Give dates when work is expected to be performed.
   04 List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that will be temporarily out of service. Indicate how long utility services will be disrupted.
   05 Where cutting and patching of structural work involves the additional reinforcement, submit details and engineering calculations to show how that reinforcement is integrated with the original structure to satisfy requirements.

06 Consent by the Architect to proceed with cutting and patching work does not waive the Architect's right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

1.3 DESCRIPTION OF REQUIREMENTS

A. Definition: "Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting, and patching required to restore surfaces to their original condition.
   01 Cutting and patching is performed for coordination of the work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed, to remove and replace work not conforming to Contract requirements, or for other similar purposes.
   02 Cutting and patching performed during the manufacture of products, or during the initial fabrication, erection of installation processes is not considered to be "cutting and patching" under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be cutting and patching.

B. Refer to other sections of these specifications for specific cutting and patching requirements, and limitations applicable to individual units or work.
   01 Unless otherwise specified, requirements of this Section apply to mechanical and electrical work. Refer to Divisions, 21, 22, 23, 26, 27 and 28 sections for additional requirements and limitations on cutting and patching of mechanical and electrical work.

1.4 RELATED REQUIREMENTS

A. Individual Specifications Sections:
   01 Cutting and patching incidental to work of this Section.
   02 Advance notification to other trades of openings required in work of those trades.
   03 Limitations on cutting structural members.

1.5 QUALITY ASSURANCE

A. The Contractor shall carefully areas of existing work that require cutting and patching to accommodate new Work

B. Cutting and patching work shall be minimized as much as is practical.

C. Coordinate proposed cutting and patching with Architect prior to start of cutting work.

1.6 PAYMENT FOR COSTS

A. Cost for work necessary to accommodate installation of new work shall be borne by the Contractor or subcontractor responsible for installing new work, and shall be included in the Proposer's Base Proposal amount.

B. Cutting and patching work costs caused by ill-timed or defective work, or work not conforming to contract documents shall be borne by the Contractor.

C. Costs for work performed on direction of Owner, other than the correction of defective or non-conforming work shall be responsibility of the Owner, who shall issue an appropriate change document to reimburse the Contractor.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Except as otherwise indicated, or as directed by the Architect, use materials for cutting and patching that are identical to existing materials.
   01 If identical materials are not available or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible, with regard to visual effect.
   02 Use materials for cutting and patching that will result in equal-or-better performance characteristics.

B. For any change in material, submit a request for substitution under the provisions of Section AB – Instructions to Proposers and Section AF – Subcontractor / Manufacturer Prequalification.

PART 3 - EXECUTION

3.1 GENERAL

A. Execute cutting, fitting, and patching to complete work, and to:
   01 Fit several parts together which will integrate with other work.
   02 Uncover work to install ill-timed work.
   03 Remove and replace defective and non-conforming work.
   04 Provide openings in elements of existing work for penetrations electrical work.
   05 Fill and refinish existing holes and damaged areas.

3.2 INSPECTION

A. Before cutting, examine the surface to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.

3.3 PREPARATION

A. To prevent failure, provide temporary support of work to be cut.

B. Protect other work during cutting and patching to prevent damage.

C. Take precautions not to cut existing pipe, conduit or duct serving the building.

3.4 PERFORMANCE

A. Employ skilled workmen to perform cutting and patching work. Except as otherwise indicated or as approved by the Architect, proceed with cutting and patching at the earliest feasible time and complete work without delay.

B. Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible, review the proposed procedures with the original installer; comply with original installer's recommendations.
   01 In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chipping.
   02 Carefully examine and verify existing utility services such as pipe and conduit, before cutting. Notify the Architect of areas of cutting that will jeopardize existing utilities. Do not proceed until all issues have been resolved.

C. Patching: Patch with seams which are durable and as visible as possible. Comply with specified tolerances for the work.

01 Where feasible, inspect and test patched areas to demonstrate integrity of work.

02 Restore exposed finishes of patched areas, and where necessary, extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.

03 Where removal of walls or partitions extend one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. If necessary to achieve uniform color and appearance, remove the existing floor and wall coverings and replace with new materials.

04 Where a patch occurs in a smooth painted surface, extend final paint coat over the entire unbroken surface containing the patch, after the patched area has received prime and base coat.

05 Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.

D. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

E. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

3.5 CLEANING

A. Thoroughly clean areas and spaces where work is performed or used as access to work. Completely remove paint, mortar, oils, putty and items of similar nature.

END OF SECTION

SECTION 01 36 16

REMODELING AND ALTERATION PROCEDURES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB – Instructions to Proposers and Section AF – Subcontractor / Manufacturer Prequalification for substitutions.

B. Scope of Work:

01 This Section contains general provisions and requirements pertaining to all remodeling, removal and relocation work in the existing building, and becomes a part of each Section and Division performing remodeling, removal and relocation work for this project, with the same force and effect as if written in full therein.

02 Take all necessary precautions to keep trespassers out of the work areas. Secure work areas from entry when work is not in progress.

03 Perform all remodeling, demolition, removal and relocation work in strict accordance with Owner's instructions and applicable Federal, State and local health and safety standards, codes and ordinances. Where conflicts occur, the more restrictive requirement shall govern.

1.2 EXISTING CONDITIONS

A. Obvious existing conditions, installations and obstructions affecting the work shall be taken into consideration as necessary. Work to be done is the same as though they were completely shown or described.

B. Items of existing construction indicated to remain upon completion of the Contract, but which require removal to complete the work, shall be carefully removed and replaced as required. The replaced work shall match its condition at the start of the work, unless otherwise required.

C. Visit the site and inspect all existing conditions, including the nature of structures, MEP services, objects and materials to be encountered, and all other facts concerning or affecting the work. Information on the drawings showing existing conditions does not constitute a guarantee that other items may not be found or encountered.

D. Stop work and notify Architect and owner immediately if any hazardous materials are encountered (especially asbestos or lead based products).

PART 2 - PRODUCTS

2.1 SALVAGED MATERIALS

A. The Owner reserves the right of first refusal on all salvaged items. Remove remaining items from the site as work progresses. Storage or sale of items on site is not permitted. Burning of removed materials on site is not permitted.

B. Store salvaged items in a dry, secure place on site.

C. Salvaged hardware not required for use in repair of existing work shall remain the property of the Owner.

D. Do not incorporate salvaged or used material in new construction, except with permission of the Architect.

2.2 PRODUCTS FOR PATCHING, EXTENDING AND MATCHING

A. Contract documents do not define products or standards of workmanship present in existing construction.

01 Determine products by inspection and by use of the existing construction. Provide same or similar quality products or types of construction such as the existing structure, where needed to patch or extend existing work.

B. If reasonably matched products are not obtainable, improve appearance by minor relocating some of the existing products, and grouping new ones in a pattern arranged by the Architect.

02 Do not replace products scheduled for retaining because matching ones are not obtainable, except as directed by a Change Order.

PART 3 - EXECUTION

3.1 PROTECTION OF WORK TO REMAIN

A. Protect existing work from damage by use of barricades, tarpaulins, temporary walls, plywood, planking, masking, or other suitable means and methods as approved by the Architect.

B. If work to remain in place is damaged, restore to original condition at no additional cost to the Owner.

C. Concealed Conditions: If conditions cause changes in the work from requirements of the Contract Documents, the Contract Sum will be adjusted in accordance with the General Conditions.

3.2 PROCEDURES

A. Refinishing at Removed Work: Cut below the surface of substrate materials and patch over the area of removal with finish materials so removal is not apparent.

B. Remove and replace existing ceilings, cut, patch, or replace existing walls, partitions and floors, as may be necessary for access to valves, piping, conduit and tubing by mechanical and electrical trades, as directed and approved by the Architect. Work involved shall be performed by the appropriate subcontractor, or by other properly qualified subcontractors.

C. Patch and extend existing work using skilled mechanics who are capable of matching existing quality of workmanship. Quality of patched or extended work shall not be less than that specified for new work.

D. Cutting:

01 Resilient Tiles: Remove in whole units to natural breaking points or straight joint lines, with no damaged or defective existing tiles remaining where joining new construction.

02 Salvaged Materials: Carefully remove to avoid damage, thoroughly clean and reinstall as indicated, or store as directed.

03 Doors: Remove in such manner as to facilitate filling in of openings or installation of new work, as required by the drawings.

E. Patching:

01 Match existing work where possible; if unavailable, use salvage material for patching, and provide totally new material in areas where salvage has been removed. Consult with the Architect concerning locations for salvaging materials.

02 Repairs or continuations of existing work shall be relatively imperceptible in the finished work when viewed under finished lighting conditions from a distance of 6 feet.

03 Patching, Repairing, and Finishing of Existing Work: Perform in compliance with the applicable requirements of the specification section covering the work to be performed and the requirement of this Section.

F. Noise Producing Equipment: Minimize use of noise producing equipment. Limit excessive noise to periods of vacancy or provide sound control. Arrange schedules in advance with the Architect.

3.3 EXISTING FURNITURE AND EQUIPMENT

A. Owner Salvaged Items: Personal items in areas subject to remodeling will be removed before construction in those areas commences.

B. Furniture Items: Before remodeling commences, remove all furniture and equipment from each space, store items as necessary, and replace these items to the same locations after each remodeling phase is complete.

3.4 PAINTING AND FINISHING

A. Preparation: Prepare patched areas as required for new work. Wash existing painted surfaces with neutral soap or detergent, thoroughly rinse, and sand when dry.

B. Painting and Finishing: Conform to the applicable provisions of the Painting Section. Prepare bare areas and patches in existing painted surfaces with specified primer and intermediate coats, sanded smooth and flush with adjoining surfaces.

3.5 DISPOSAL OF DEBRIS

A. Remove material, debris and rubbish resulting from work of this Section from the building and site as it accumulates. Keep all areas of work in “broom clean” condition as the work progresses.

B. At completion of renovation and remodeling work in each area, provide final cleaning and return space to a condition suitable for use by the Owner.

END OF SECTION

SECTION 01 45 23

INSPECTION SERVICES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB – Instructions to Proposers and Section AF – Subcontractor / Manufacturer Prequalification for substitutions.

B. Scope of Work:
   01 Coordinate with the Architect's field representative for scheduling all on-site observations required or requested by the Contractor.
   02 Inspections and testing required by laws, ordinances, rules, regulations, orders or similar requirements of authorities having jurisdiction shall be included in the Contractor's proposal and paid for by the Contractor.

C. Related Work:
   01 Each Specification Section Listed: Laboratory test required and standards for testing.
   02 Testing laboratory inspection, sampling and testing is required for:
      a. Electrical, plumbing and mechanical tests required in relative specification sections.
      b. As requested by the Owner or Architect

PART 2 – GOVERNMENTAL INSPECTIONS AND CONTRACTOR TESTING

2.1 GOVERNMENTAL INSPECTIONS

A. The Contractor shall allow in his Proposal the application, coordination, scheduling and cost of all on-site inspections to be performed by governmental authorities having jurisdiction which are required for approval of the Work and occupancy of the building; including, but limited to:
   01 City departments
   02 County departments
   03 Municipal Utility Districts
   04 Health Departments
   05 Fire Marshall Offices.

B. The Contractor shall make all corrective measures in accordance with instructions received from the governing authority inspector having jurisdiction, as required to receive 100% approval for the work being inspected.

C. The Contractor shall record and keep record of all governmental agency tests and inspections; including deficiencies noted by the agency, and corrective action(s) taken to receive final approval of the agency.

D. The Contractor shall bear all costs for initial inspections, re-inspections and any other expenses related to on-site inspections made by governing authorities.

E. No allowance shall be made for additional Contract Time, nor an increase in the Contract Sum for any unanticipated expenses or delays resulting from failed

governmental inspection or resulting re-inspections required to obtain agency approval(s).

PART 3 – OWNER CONSULTANT OBSERVATIONS AND INSPECTIONS

3.1 GENERAL

A. Throughout the progress of the Work, the Owner's A/E consultants shall make regular site visits and prepare observation reports.

B. Contractor and requested subcontractors shall be present for all A/E observations. Coordinate with A/E field representatives as required.

C. Contractor shall coordinate all trades as required to address issue or deficiencies identified on the observation reports.

D. Upon completion of corrective measures, Contractor shall note corrective measures, including date(s) on the observation report(s) and distribute the Engineer.

3.2 TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR)

A. The Architect shall be responsible for interfacing with Texas Department of Licensing and Registration (TDLR) regarding state approval for compliance with Texas Accessibility Standards.

B. The Architect shall make the initial submission of the Contract Documents for review.

C. TAS review comments affecting the Work shall be incorporated into the Work as directed by the Architect either by Addendum, Change Proposal Request, Minor Change or Clarification.

D. During the progress of the Work, the Contractor shall bring to the Architect's attention any portion of the Work that may be questionably compliant with TDLR / TAS.

E. The Architect shall coordinate and manage the TAS inspection of the completed project.

01 TAS required corrective measures due to design issues shall be paid for by the Owner.

02 TAS required corrective issues due to Contractor issues (materials, installation, etc.) shall be paid for by the Contractor.

F. All corrective work shall be completed within thirty (30) days after notification unless otherwise agreed upon by the Owner.

END OF SECTION

SECTION 01 45 23.13

OBSERVATION PROCEDURES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 – GENERAL

1.1 DESCRIPTION

A. Refer to Section AB – Instructions to Proposers and Section AF – Subcontractor / Manufacturer Prequalification for substitutions.

B. Scope of Work:
   01 The Contractor shall coordinate and cooperate with Architect and Architect's Consultants as required for on-site observations and monitoring of the Work.

C. Related Work:
   01 Section 01 45 23 – Inspection Services

1.2 RELATED REQUIREMENTS

A. Coordination, scheduling and implementation of inspections and testing required by laws, ordinances, rules, regulations, orders or approvals, or public authorities required for interim and final approval of the Work shall be the sole responsibility of the Contractor.

B. Contractor shall maintain a log of all required governmental interim and final inspections throughout the progress of the Work.

PART 2 – PRODUCTS

2.1 GENERAL

A. Throughout the progress of the Work, the Owner's A/E consultants shall make regular site visits and prepare observation reports.

B. Contractor and requested subcontractors shall be present for all A/E observations. Coordinate with A/E field representatives as required.

C. Contractor shall coordinate all trades as required to address issue or deficiencies identified on the observation reports.

2.2 OBSERVATION REPORTS

A. Upon completion of on-site observations by the Architect and Architect's Consultants, documentation of the Observation shall be furnished to the Contractor.

B. Observation report items that reflect instructions for corrective measures shall be addressed / corrected by the Contractor in a timely manner.

C. Upon completion of corrective measures, Contractor shall detail corrective measures, including date(s) of work and date(s) of Contractor's verification of completeness on the observation report(s) and return a copy the Architect and Consultant as appropriate.

D. Wherever possible, Contractor's written documentation shall include all corrective work identified to be addressed on the observation report. Minimize piece meal responses as much as possible.

E. A complete history of Contractor's observation responses shall be required to be submitted as a condition of project close-out.

PART 3 – GENERAL – PROJECT CONSULTANT OBSERVATIONS

3.1 DESCRIPTION

A. The Contractor shall allow in his Proposal the coordination and scheduling of Observations to be performed by the Owner's project consultants; including the Architect and MEP Engineer Consultants as they may apply to this Work.

B. All project consultant observation services shall be performed by designees of the relative consultant; upon which the Contractor may rely as to the capability and thoroughness of the observation being performed.

01 Upon request by the Contractor, the names of A/E field representatives performing specific observations shall be furnished by the Architect.

C. The Owner shall pay for the observation services of the project consultants in accordance with the Owner – Architect Agreement and the requirements of the Contract Documents.

01 Excessive observations and re-observations resulting from the Contractor's actions as described in this section, shall be paid for by the Contractor directly to the affected Consultant.

D. The Contractor shall cooperate with the Owner's project consultants in all matters pertaining to required observations of the work as described in the Contract Documents. The Owner retains the option to add to or delete any or all observations specified herein; and thereby accept the relative work without observation.

3.2 RELATED REQUIREMENTS

A. Conditions of the Contract, AIA Document A201.

B. Respective Sections of Specifications describing the required consultant observations.

3.3 AUTHORITIES AND DUTIES OF THE A/E FIELD REPRESENTATIVES

A. The project consultant representatives are not authorized to revoke, alter, relax, increase, or release the Contractor from any requirement of the Contract Documents without written notice furnished to the Contractor by the Architect.

B. When it appears that the material, assembly or work performed by the Contractor fails to fulfill Contract requirements, the project consultant representative shall promptly notify the General Contractor, Architect and Owner.

C. The project consultant representative(s) shall promptly distribute copies of the observation reports. Standard distribution shall include copies of all reports to the Owner, Architect, and General Contractor.

3.4 PROJECT CONSULTANT OBSERVATION GUIDELINES AND PROCEDURES

A. Project Consultants shall make all observations required in the Contract Documents and requested by the Contractor and Owner.

B. For each material, assembly or phase observation required in the Contract Documents, and upon request by the Contractor, the project consultant(s) shall perform the following observations as required in the Owner – Architect Agreement; and shall be at the expense of the Owner in accordance with the Owner – Architect Agreement.:

01 Initial observation to determine compliance with the Contract Documents.

02 Observation to determine deficiencies where the initial observation results do not show 100% compliance with the Contract Documents. At the consultant's discretion, this observation may be performed concurrent with the initial observation.

03 Re-observation to determine 100% compliance with the Contract Documents.

C. In the event the observation series described above does not result in 100% approval of the material, assembly or phase being inspected, all subsequent re-observations required to achieve 100% approval shall be at the sole expense of the Contractor to be paid directly to the project consultant based on the consultant's standard hourly rates for time expended, including travel to and from the site.

D. Recognizing the size and complexity of work included in a project may be sufficiently large enough to require the project to be divided into scope areas, each such area shall be considered separate and stand-alone with respect to paragraph 3.4-B above.

01 Requests by the Contractor for project consultant observations of partial scope completion areas shall be considered observations of the entire scope area with respect to paragraph 3.4-B above; and subsequent observations of the remaining portions of the same scope area shall be paid for directly to the Consultant by the Contractor.

02 Consultants shall invoice the Contractor on a monthly basis, and payment shall be due upon the Contractor's receipt of the invoice.

E. The Contractor shall bear the responsibility of requesting and scheduling all project consultant observations required by the Contract Documents. The Contractor shall give the project consultant a minimum of forty-eight (48) hours' notice prior to the requested observation.

01 No extension of Contract Time shall be granted for untimely observations due to the Contractor's failure of proper observation request notification.

F. Observations voluntarily made by project consultants at their discretion, not specifically requested by the Contractor, shall not count as one of the observations described in paragraph 3.4-B above, nor shall the Contractor be liable for any related expenses.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB – Instructions to Proposers and Section AF – Subcontractor / Manufacturer Prequalification for substitutions.

B. Scope of Work:
   01 Provide temporary facilities adequate to facilitate the requirements to complete the Work.
   02 Temporary facilities shall only be for the duration of construction, unless noted otherwise, and all temporary facilities shall be completely removed at the completion of the project.
   03 Any areas disturbed by the placement of temporary facilities shall be repaired / replaced to a finished condition consistent with the surrounding finished area.

PART 2 - GENERAL

2.1 UTILITIES

A. For work at existing campuses / buildings, Contractor may have access to existing 110 / 120 volt receptacles. Coordinate with Owner to confirm access and usage.
   01 Contractor shall provide all wiring, lamps, distribution of power and similar equipment as required for construction, inspection, and testing of each project.
   02 The Contractor is responsible for overloading or excess use, or any damage resulting from overloading or excess use, or any damage resulting from his use of utilities.

B. For work at existing campuses / buildings, Contractor may have access to existing water supply / hose bibbs. Coordinate with Owner to confirm access and usage.
   01 The Contractor is responsible for overloading or excess use, or any damage resulting from overloading or excess use, or any damage resulting from his use of utilities.

2.2 FIELD OFFICE

A. The Contractor will be required to furnish a job trailer installed at a suitable location (TBD) for use by the Contractor and Architect.
   01 Coordinate with the Owner and Architect for acceptable location.

B. Provide and maintain a weather-tight building with operable and lockable door and windows, to serve as a job office available to the Contractor, subcontractors, and the Architect.

C. Provide lights, electricity, air conditioning and heat, as required.

D. Remove office from premises at completion of work or when one can be set up inside the building.

2.3 SANITARY FACILITIES

A. Furnish temporary sanitary facilities and maintain in compliance with regulations of State Department of Health and other authorities having jurisdiction.

B. Maintain a regular service schedule for the facilities.

C. Use of Owner's sanitary facilities is strictly prohibited.

2.4 STORAGE FACILITIES

A. Provide and maintain adequate weather tight, lockable, enclosed storage facilities as required to securely house materials and equipment stored on the job site.
   01 Coordinate with the Owner and Architect for acceptable location(s).

B. Replace materials improperly stored and damaged by weathered conditions.

C. Remove storage facilities at completion of work or when materials are stored within the structure in a weather tight condition.

2.5 SIGNS

A. Allow no signs to be displayed at the project site, unless authorized by the Owner.

2.6 BARRIERS

A. Provide temporary barricades on all portions of the Work that could create a safety concern for Owner personnel and / or students.

B. Where Work occurs on existing campuses or buildings, coordinate with the Owner and Architect for layout of barricades to facilitate normal Owner operations as much as possible.

2.7 CLEANING

A. Trash Removal:
   01 Clear the building and site of trash on a daily basis.
   02 Use of Owner's dumpsters and trash receptacles is strictly prohibited.

B. Cleaning:
   01 Maintain installed work in a manner that will protect the work.
   02 Thoroughly clean the work, including the removal of smudges, marks, stains, fingerprints, soil, dirt, paint spots, dust, lint, discolorations, and other foreign materials.

2.8 TEMPORARY FIRST AID FACILITIES

A. Provide first aid equipment and supplies, with qualified personnel continuously available to render first aid at the site.

B. Provide a sign, posted at the telephone, listing the telephone numbers for emergency medical services: physicians, ambulance services and hospitals.

2.9 CONSTRUCTION AIDS

A. Provide construction aids and equipment required to assure safety for personnel and to facilitate the execution of the work; including, but not limited to scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other equipment.

B. When permanent stair framing is in place, provide temporary treads, platforms and railings, for use by construction personnel.

C. Maintain all equipment in a first-class, safe condition.

END OF SECTION

SECTION 01 74 00

CONSTRUCTION CLEANING

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB – Instructions to Proposers and Section AF – Subcontractor / Manufacturer Prequalification for substitutions.

B. Scope of Work:
   01 Administrative and procedural requirements for final cleaning at Substantial Completion.

C. Related Work:
   01 Section 01 50 00 – Temporary Facilities and Controls
   02 Section 01 77 00 – Closeout Procedures
   03 Special cleaning requirements for specific construction elements are included in appropriate Sections of Divisions 1 through 14

PART 2 – PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of surface to be cleaned.

B. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Employ experienced workers or a professional cleaning service for final cleaning. Clean each surface or unit of Work to condition expected from commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

B. Complete following cleaning operations applicable to project before requesting inspection for certification of Substantial Completion for entire Project or portion of Project.
   01 Clean site, paving, sidewalks and grounds in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, litter, and foreign substances.
   02 Sweep affected paved areas broom clean. Utilize magnetic sweeps on parking lots to remove all metallic debris capable of causing vehicle tire damage.
   03 Remove petrochemical spills, stains, and other foreign deposits.
   04 Remove tools, construction equipment, machinery, and surplus material from Site.
   05 Clean exposed interior hard-surfaced finishes including doors, hardware and casework, to dirt-free condition, free of stains, films and similar foreign substances.
   08 Carpet in the work area shall be thoroughly vacuumed.
   09 Clean transparent materials, including mirrors and glass in doors and windows.

Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

10 Remove labels that are not permanent labels.

11 Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

a. Do not paint over "UL" and similar labels, including mechanical and electrical name plates.

18 Thoroughly clean the work, including the removal of smudges, marks, stains, fingerprints, soil, dirty, paint spots, dust, lint, discolorations and other foreign materials.

C. Disposition of Debris: Remove debris from site and make legal disposition. Locations for disposal shall be of the Contractor's choice within the above restriction. No debris or material may be buried or burned at the site. Take necessary precautions to prevent accidental burning of materials by avoiding large accumulations of combustible materials.

20 Trash Removal: Clear the building and site of trash at least once a week. When rapid accumulation occurs, make more frequent removals. Remove highly combustible trash such as paper, cardboard, daily.

21 Leave Site and Work clean and ready for occupancy.

D. Remove temporary protection and facilities installed during construction to protect previously completed installations during remainder of construction period.

E. Comply with applicable laws governing cleaning operations. Remove waste materials from site and dispose of lawfully.

END OF SECTION

SECTION 01 77 00

CLOSE-OUT PROCEDURES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Certain procedures have been developed and are required to fulfill all provisions of the Owner-Contractor Agreement with respect to contract Final Completion and Contract Close-Out for the Work / project to be 100% complete.

1.2 SUBMITTALS

A. Review and comply with all provisions of section 01 33 00 – Submittal Procedures.

B. The Architect shall provide a Close-Out spreadsheet guide to the Contractor for use in monitoring progress of contract Close-Out documentation.
   01 The Contractor shall review the Close-Out spreadsheet guide and revise as necessary to include all Close-Out requirements.
   02 Coordinate with the Architect on proposed revisions and finalization of the Close-Out spreadsheet guide

C. The Contractor shall introduce a Close-Out agenda item on the weekly / bi-weekly progress meeting agenda a minimum of 3 months prior to substantial completion date.
   01 Contractor shall report on contract Close-Out status and progress at each meeting.

D. Operation and Maintenance (O&M) manuals required in the specifications shall be submitted for review and acceptance by the A/E consultants prior to the Contractor conducting any required Owner training.
   01 The Contractor shall allow sufficient time for A/E review, including, but limited to A/E requirements for revisions and resubmission of O&M manuals.

E. Close-Out documentation shall be submitted as described in this section. Refer to Part 2 and Part 3.

1.3 QUALITY ASSURANCE

A. Completing and submitting complete and correct Close-Out documentation is the sole responsibility of the Contractor.
   01 Unless otherwise agreed upon by the Architect, partial submission of Close-Out documentation is not permitted.

B. The Contractor shall use all QA / QC means necessary to assure that upon submission Close-Out documentation is complete and correct PRIOR to submission to Architect for review.

C. Submission of Close-Out documentation shall be accompanied by Architect provided Close-Out spread sheet.
   01 Contractor shall submit Close-Out spreadsheet with each required item initialed by Contractor signifying each item has been verified to be complete and correct.

02 Failure to submit completed Close-Out spreadsheet shall result in no review of Close-Out documentation by the Architect and return of all Close-Out documentation to the Contractor.

D. It is not the Architect's responsibility to review incomplete and / or incorrect Close-Out documents; nor is it the Architect's responsibility to provide the Contractor a list of missing or incorrect Close-Out documents.

E. Upon Contractor's submission of Close-Out documents / binders, the Architect shall review the submission.

01 If the Architect discovers any incomplete or missing documents, the Architect's review shall promptly end without further review and the Contractor shall be notified to retrieve the documents for further action on their part to assure completeness and correctness of Close-Out documents.

PART 2 – SUBSTANTIAL COMPLETION

2.1 GENERAL

A. Projects that involve phased sequential construction of major definable areas or projects that involve separate work on multiple campuses shall have Certificates of Substantial Completion issued for each phase or campus, as applicable and agreed upon by the Owner and Contractor.

01 All conditions for Substantial Completion, including liquidated damages, shall apply for each date of Substantial Completion for each phase or campus, as applicable.

B. Individual Substantial Completion Dates for each phase or campus shall be determined and agreed upon by the Owner, Architect and Contractor.

01 Where an Alternative Proposal dictating a required, guaranteed completion date (dates) is included in the Proposal Form and accepted by the Owner, the date(s) stated therein shall establish the Substantial Completion Dates to be incorporated into the Agreement.

C. The following items are a partial list of requirements, as applicable to the Project, which must be completed prior to establishment of a Substantial Completion date.

01 All work as identified in each section of the Specifications must be 100% complete.

02 Contractor's punch list, including supplementing items by A/E team and Owner must be fully documented.

03 All fire alarm system components must be completed, demonstrated to the Owner and approved by the governing authority.

04 Local fire marshal approval certificate must be delivered to the Owner.

05 Health Department approval and certificate must be delivered to Owner.

06 All HVAC air and water balancing must be complete.

07 All energy management systems, security and surveillance systems and low voltage systems and controls must be complete, fully operational and demonstrated to the Owner.

08 All final lockset cores must be installed and all final Owner directed keying completed.

09 All room plaques and exterior signage must be complete.

10 Operation and Maintenance manuals must be submitted, reviewed, accepted and delivered to Owner prior to Owner training and orientations of equipment and systems.

11 All Owner demonstrations must be completed.

12 A final Certificate of Occupancy must be signed by the governing authority and delivered to the Owner.

13 Municipal Utility District / County approvals and compliance certificates must be delivered to the Owner.

14 Scanned record drawings. Provide a full size, scanned copy of the record drawings maintained at the site in PDF format.

15 All exterior clean-up and landscaping must be complete, including required stand of grass mowed and edged.

D. Final Cleaning:

01 The work area shall be thoroughly cleaned inside and outside. Cleaning includes removal of smudges, marks, stains, fingerprints, soil, dirt, spots, dust, lint, and other foreign materials from finished and exposed surfaces.

02 Remove all temporary facilities.

E. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

01 Upon such acceptance and consent of surety, if any, the Owner, at his sole discretion, may make partial payment of retainage applying to such Work or designated portion thereof which is 100% complete and accepted by the Owner.

02 Such payment, if made at all, shall be adjusted in the Owner's favor for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

F. The date of Substantial Completion shall represent day one (1) of the thirty (30) day period to complete all work and correct all deficiencies contained in the Punch List and the ninety (90) day period allowed for complete Contract Close-Out as described below.

2.2 PUNCH LIST

A. Per the Contract, the final, comprehensive punch-list is required to be attached to the Substantial Completion Certificate.

01 The punch list shall be a comprehensive list prepared by the Contractor prior to Substantial Completion to establish all items to be corrected, or limited items of work to be completed, if any.

02 This list is intended to represent a limited number of items needing attention.

03 The date of Substantial Completion will be delayed until the punch list is fully compiled and finalized by the Architect.

B. It is the Contractor's responsibility to produce the initial punch list and deliver to the Architect for supplementation.

01 Should the Architect determine that the Contractor's punch list lacks sufficient detail or requires extensive supplementation, the punch list will be returned to the Contractor for re-inspection and revisions.

02 The Architect, and Owner at his discretion, shall supplement the Contractor's punch list as necessary to be a comprehensive, complete list of all work items needing attention for Owner's final acceptance of the work.

C. Punch lists shall be furnished to the Architect in Microsoft Excel and PDF formats. The punch list shall be in spreadsheet form and shall include the following information for each punch list item:

01 Room number or other suitable location identifier

02 Description of the work

03 Sub-contractor / trade sign-off that the work has been verified to be 100% complete and in accordance with the Contract Documents

04 Sub-contractor / trade sign-off date

05 General contractor sign-off that the work has been verified to be 100% complete and in accordance with the Contract Documents
06 General contractor / trade sign-off date
07 A/E consultant sign-off
08 A/E consultant sign-off date
09 If requested by the Owner, provide two additional similar columns for their sign-off.
10 In the case of excessive repetition of the same item at various locations, the punch list may contain "general notes / items" that shall be applied to the entire project; and it shall be the responsibility of the Contractor / sub-contractor to thoroughly examine the entire project and make corrective measures at all applicable locations.

D. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion.
01 The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.
02 The Contractor is encouraged to generate unofficial, individual trade punch lists.

E. Upon receipt of an acceptable Contractor's punch list, the Contractor's Superintendent shall accompany the Architect, his Consultants and the Owner (at his discretion) during their observation and the preparation of their supplements to the Contractor's punch list.
01 The Superintendent shall record or otherwise take note of all supplementary items.
02 The Architect will endeavor to furnish to the Contractor typed, hand written or recorded supplements to the punch list in a prompt manner; however, any delay in the Contractor's receiving said supplements from the Architect will not be cause for a claim for additional cost or extension of time as the Contractor's Superintendent shall have been in attendance during the inspections of the Architect and his Consultants and will have been expected to take his own notes.

2.3 OPERATIONS AND MAINTENANCE OWNER DEMONSTRATIONS

A. Refer to section 01 78 23 - Operation and Maintenance Manuals.

B. Specific specification sections require the Contractor to provide training to the Owner regarding proper operation and maintenance of specific products and / or assemblies.

C. Successful completion of all Owner operation and maintenance training demonstrations is a prerequisite to achieving Substantial Completion.

D. No Owner operation and maintenance training demonstrations shall occur prior to delivery of final, accepted operations and maintenance manuals to the Owner.

E. Manuals shall be delivered to the Owner prior to Owner training and demonstrations to allow the Owner the benefit of having the manuals for on-site training and start-up procedures provided by the Contractor.

F. Deliverables:
01 Provide one (1) bound copy of all O&M manuals for review by the respective discipline. Deliver A/E Consultant O&M Manuals directly to the relative A/E Consultant with a copy of the transmittal to the Architect. No PDF copies are to be provided until final acceptance of all binders.
02 Resubmit as necessary to obtain final acceptance of Manuals.

03 Once all corrections have been made and the O&M Manuals found to be acceptable, provide two (2) hard copies of each binder and two (2) PDF format electronic copies of each binder to the Architect for transfer to the Owner.

2.4 SUBSTANTIAL COMPLETION SCHEDULE

A. After the date of Substantial Completion of the project as evidenced by the Certificate of Substantial Completion, AIA document G704-2000, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to complete all work and correct all deficiencies contained in the Punch List attached to the Certificate of Substantial Completion. It is incumbent upon the Contractor to request Substantial Completion only when there is assurance that all work included on the Punch List shall be completed within the thirty (30) day time frame.

01 In the event the Owner must take occupancy of the project prior to Contractor's completion of the punch list, the Contractor shall make all adjustments necessary to schedule the work to allow full and normal operation of the project by the Owner.

02 Where this requires work outside of normal business hours, the work shall be provided at no additional costs to the Owner.

B. Upon Contractor's and sub-contractor's verification that all punch list items have been 100% completed, the Contractor shall notify the Architect and the Architect and consultant(s) shall conduct an on-site observation to verify that all items are 100% complete.

01 On-site verifications for partial completions, if any, shall be conducted by the Architect at the Architect's sole discretion.

02 If any items shown to be complete by the Contractor are found not to be complete by the Architect, the observation shall be stopped, with such notification to the Contractor.

03 Contractor's requested punch list observations by the Architect shall be limited to a maximum of two (2) per punch list.

PART 3 – CONTRACT CLOSE-OUT

3.1 GENERAL

A. Upon issuance of the (final) Certificate of Substantial Completion, and per the Owner-Contractor Agreement, the Contractor will be allowed a period of sixty (60) days within which to complete all Contract Close-Out requirements, unless extended by mutual agreement or provision of the Contract.

B. In addition to all work and requirements described for Substantial Completion, in order to achieve Contract Close-Out, the Contractor shall submit the following Close-Out documents in 3-ring binders in the following format:

01 Tab 1: Copy of executed Certificate of Substantial Completion. And copy of all final punch lists showing final approval / acceptance of each item by sub-contractor, Contractor and Architect / Architect's Consultant.

02 Tab 2: Copy of all building permits.

03 Tab 3: Copy of all Certificates of Occupancy and final approvals of authorities having jurisdiction.

04 Tab 4: Final list of sub-contractors - alphabetical listing. List shall contain company name, address, phone number, contact person, relative specification section number, and description of work provided.

05 Tab 4: Final list of sub-contractors - numerical specification section number listing. List shall contain company name, address, phone number, contact person, and description of work provided.

06 Tab 5: AIA G707-1994 Consent of Surety to Final Payment. Must be notarized. (Note: Architect shall provide standardized form to be used.)

07 Tab 5: AIA G706-1994 Contractor's Affidavit of Payment of Debts and Claims. Must be notarized. (Note: Architect shall provide standardized form to be used.)

08 Tab 6: AIA G706A-1994 Contractor's Affidavit of Release of Liens. Must be notarized. (Note: Architect shall provide standardized form to be used.)

09 Tab 7: Contractor's written one (1) year warranty / guarantee. Must be notarized. (Note: Architect shall provide standardized form to be used.)

10 Tab 8: Contractor's Affidavit of Hazardous Material. Must be notarized. (Note: Architect shall provide standardized form to be used.)

11 Tab 9: Subcontractors' Affidavit of Release of Liens. Must be notarized. (Note: Architect shall provide standardized form to be used.)

12 Tab 10: Subcontractors' written warranty / guarantee required in excess of one (1) year. Must be notarized. (Note: Architect shall provide standardized form to be used.)

13 Tab 11: Manufacturer's written warranties to the Owner for each product / assembly / system warranty required in individual specification sections. Organize and identify each manufacturer's written warranty (top right hand corner) by subcontractor's name - in alphabetical order; and identify with the corresponding specification section number – scope of work.

14 Tab 12: Subcontractors' and suppliers Affidavits stating that no asbestos or hazardous material products have been installed in this project. Must be notarized. (Note: Architect shall provide standardized form to be used.)

15 Tab 13: If asbestos abatement was performed, provide a copy of all applicable governmental forms, final test reports and certifications.

16 Tab 14: Owner demonstration and / or training verification. Provide sign-in sheet for all demonstrations and training sessions conducted for the Owner.

17 Tab 15: Extra stock verifications of product delivery to Owner.

18 Record Drawings. Refer to section 3.4 below. Record Drawings shall be submitted separately from Close-Out binders / manuals.

19 Owner's set of record, final submittals. Refer to section 3.5 below. Record Submittals shall be submitted separately from Close-Out binders / manuals.

C. Final / 100% release of retainage will not be authorized by the Architect until the Contractor completes all of the requirements for Contract Close-Out; and until all expenses incurred and to be paid by the Contractor have been paid in full.

D. It is the Contractor's sole responsibility <u>prior to submission</u> to verify that Close-Out documents proposed to be furnished for review and acceptance are 100% complete and accurate.

01 If during review the Architect or Engineer determines the Close-Out documents are incomplete and / or inaccurate, the review shall cease and the Contractor shall be so notified to retrieve the Close-Out Documents, make corrections and resubmit.

02 It is not the A/E Consultants' responsibility to return a list of missing and / or incorrect items.

E. It is desirable and beneficial to submit all Close-Out documents as a single submission; Close-Out documents may be submitted separately in four (4) deliverables as follows:

01 Close-Out Manual

02 Operations and Maintenance Manuals (required prior to Substantial Completion)

03 Record Drawings

04 Owner's Record Copy of Submittals

3.2 CLOSE-OUT MANUAL(S) FORMAT

A. All Close-Out documents shall be submitted in three ring binders with detailed table of contents, index tabs corresponding to the table of contents.
   01 Documents shall be separated by tabs as indicated in section 3.1 above.
   02 The Close-Out documents must be neatly organized and easily useable, as determined by the Architect and Owner.
   03 Each binder shall include an insert cover with the following information
      a. Project name
      b. Binder Title: Close-Out Manual - “description”
      c. Architect’s name
      d. Architect’s project number
      e. Contractor’s name, address and phone number
   04 Each binder shall include an insert in the binder spine with the following information
      a. Project name
      b. Binder Title: Close-Out Manual - “description”
   05 Inside cover page containing the following:
      a. Project name
      b. Contractor’s address and contact information
      c. Contractor’s project manager and superintendent name and contact information.
      d. Architect’s project manager name and contact information.
      e. Each consultant’s project manager name and contact information.
   06 Table of Contents and corresponding section tabs shall be in the same order as described in section 3.1-B above.
   07 Provide one (1) bound copy of the Close-Out documents binder for review by the Architect. No PDF copies to be provided until final acceptance of all binders.
   08 Resubmit as necessary to obtain final acceptance of Close-Out documents binder.
   09 Once all corrections have been made and the Close-Out documents binder is found to be acceptable, provide final copies to the Architect for transfer to the Owner.
   10 Number of binders required: two (2).
   11 Number of CD’s or flash drive of electronic format required: two (2).

3.3 WARRANTIES

A. All guarantees and warranties required by the Contract Documents shall establish the date of Substantial Completion as day one (1) of the required warranty period; regardless of how long the product, assembly or work has been installed or in operation prior to Substantial Completion.
   01 Coordinate with subcontractors and material suppliers to account for provision in their original proposal / bid amount, if necessary.

B. Contractor’s One-Year Warranty: The Contract requires the General Contractor to warrant ALL materials and work provided / furnished for a period of one (1) year following the date of Substantial Completion.
   01 The one year general warranty shall include all labor, material and delivery costs required to correct defective material or installation during the Warranty period.

C. Extended Warranties: In addition to the General Contractor's, other required guarantees and warranties in excess of one year shall be included in the Close-Out Binder in original issue form. All extended warranties shall begin on the Substantial Completion date; and

shall include all labor, material and delivery costs required to correct defective material or installation. Guarantees include but are not limited to:

01 Plastic-Faced Wood Doors – life of the doors
02 Glazing – 5 years
03 Painting – 2 years
04 Division 26 – Electrical Systems – as specified
05 Division 27 – Communications – as specified
06 Division 28 – Safety and Security – as specified

3.4 RECORD DRAWINGS:

A. Upon Substantial Completion, the Contractor shall be furnished, at no charge, a complete set of electronic files in AutoCAD release 2010 or later, of all drawings included in the Contract Documents. The title blocks shall be stripped of all logos, disclaimers and licensed seals of the Architect and Consultants.

01 Applicable CTB or plot files shall be furnished by the Architect and each Consultant.
02 Throughout the construction phase, Architect's and Consultant's supplemental drawings / sketches provided to the Contractor in AutoCAD format shall already be incorporated in the electronic files provided to the Contractor.

B. Upon request, the Architect and / or Consultants shall assist the Contractor with understanding the structure and composition of the electronic files to facilitate the generation of the Record Drawings.

C. The Contractor shall modify the title block on each / every sheet to include only the project name, project address, school district, consultants' name and address, date, and clearly identify the set as "Record Drawings".

D. All electronic Record Drawing work shall be performed in a professional manner using AutoCAD or Revit, as applicable, and shall maintain the format / structure / composition of the original Contract Document drawings.

E. All modifications, additions, deletions and revisions made to the project during the construction phase shall be reflected on the Record Drawings; and shall include, but not necessarily limited to:

01 All as-built dimensions (different than original dimensions)
02 All approved CPR's resulting in a physical change in the Work.
03 All RFI's resulting in a physical change in the Work.
04 All ASI's resulting in a physical change in the Work.
05 All Construction Change Directives resulting in a physical change in the Work.
06 Update the list of drawings as necessary to reflect added and deleted sheets.

F. All modifications shall be represented by actually deleting the original work and accurately depicting the revised as-built modifications / configurations. "X-ing out" deleted work shall not be accepted

G. Provide the Record Drawings with all revision clouds and other change identifiers removed.

H. Upon completion of all revisions to the Record Drawings, including the Architect's acceptance, the Record Drawings shall be copied to a CD ROM disc maintaining the exact folder / file structure originally furnished to the Contractor. Submit to the Architect for review before proceeding with deliverables.

I. Deliverables: Upon review and acceptance of the documentation, including format, the Architect shall direct the Contractor to proceed with delivery of the following:

01 Two (2) CD's or flash drives containing the entire set of Record Drawings in PDF format. Each sheet shall be a separate PDF file. The CD's shall be organized to duplicate the order of drawings as they were issued for bidding and construction, with record drawing modifications.

02 Two (2) CD's or flash drives containing the entire set of Record Drawings in AutoCAD. Each sheet shall be a separate AutoCAD. The CD's shall be organized to duplicate the order of drawings as they were issued for bidding and construction, with record drawing modifications.

03 One (1) full-size, complete set of black-line copies on minimum 20 lb. bond paper. The set shall be plotted using the Contractor's CD to assure the files plot correctly. The set shall be screw-post bound.

3.5 RECORD SUBMITTALS

A. The Contractor shall maintain and submit a separate set of final submittals to be delivered to the Owner as a condition of Contract Close-Out.

B. Include only the final version of each submittal, including all submittal review comment sheets from the Architect and Consultant. Versions of submittals that were rejected or required to be revised and resubmitted are not required.

C. Deliverables:

01 Deliver one (1) hard copy set of Record Submittals in file boxes, organized in order by specification division, with tabs included for each section of specifications.

02 Deliver two (2) copies of all Record Submittals in PDF electronic format on two (2) digital storage devices, including a copy of the Contractor's Submittal Log.

3.6 CONTRACT CLOSE-OUT SCHEDULE

A. If the Contractor fails to complete requirements of Contract Close-Out within ninety (90) days after the actual Substantial Completion date.

B. In scheduling submission(s) and final approvals of Close-Out documents, the Contractor shall allow for the following review period for each submission:

01 Architect: Fourteen (14) calendar days

02 Architect's Consultant: Fourteen (14) calendar days.

C. Additionally, failure by the Contractor to complete Contract Close-Out within the stipulated time will be reported to the Contractor's surety. In the report of deficiency the Contractor and surety will be informed that, should correction work remain incomplete for fifteen (15) additional days, the Owner at his discretion may initiate action to complete corrective work out of the remaining contract funds in accordance with the Owner-Contractor Agreement, General and Supplementary Conditions to the Agreement as they apply.

01 Additional costs of the Owner, Architect, and other consultants incurred because of the Contractor's failure to complete Contract Close-Out within sixty (60) days after the date of Substantial Completion, unless extended by mutual agreement or provision of the contract, will be deducted from the funds remaining to be paid to the Contractor.

3.7 TERMINAL INSPECTION

A. Approximately one (1) month prior to expiration of the one-year guarantee period, the Contractor shall notify the Architect and Owner to schedule an inspection of the work in the company of the Architect and the Owner. The Architect and the Owner shall be given not less than ten (10) days' notice prior to the anticipated date of terminal inspection.

B. Where any portion of the work has proven to be defective and requires replacement, repair or adjustment, the Contractor shall immediately provide materials and labor necessary to remedy such defective work, and shall execute such work without delay until completed to the satisfaction of the Architect and the Owner, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

C. The Contractor shall not be responsible for correction of work which has been damaged because of neglect or abuse by the Owner, nor the replacement of parts necessitated by normal wear in use.

END OF SECTION

SECTION 01 78 23

OPERATING AND MAINTENANCE MANUALS

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB – Instructions to Proposers and Section AF – Subcontractor / Manufacturer Prequalification for substitutions.

B. Scope of Work:
   01 Compilation product data and related information appropriate for Owner's operation and maintenance of products furnished under Contract. Prepare operating and maintenance data as specified.
   02 Instruct Owner's personnel in operation and maintenance of equipment and systems.
   03 Submit two (2) copies of complete manual in final form.

1.2 SUBMITTALS

A. Initial Submittal: Submit to A/E consultant, as applicable, one (1) review / draft copy of each Operating and Maintenance Manual.
   01 Submit directly to the reviewing consultant (architectural, MEP, Structural, Civil, Food Service, etc.); with a copy of the transmittal delivered to the Architect.
   02 The A/E consultant shall return review comments or approval of each O&M manual submission within twenty-one (21) days.

B. If a manual is deemed to be incomplete or contain errors, Contractor shall retrieve the review / draft copy and make all necessary corrections. Once complete, resubmit the complete, correct manual for A/E review.

C. Repeat the above process as necessary to obtain final A/E approval of each O&M manual.

D. Final Submittal: When O&M manuals have been reviewed and accepted for final printing and distribution, submit two (2) complete sets of O&M manuals to Architect; and two (2) CD’s containing PDF files of each O&M manual.
   01 Architect shall deliver final O&M manuals to the Owner.

E. Final copies of O&M manuals shall contain as a minimum:
   01 Table of Contents for each element.
   02 Contractor information for each contractor / sub-contractor.
   03 All submittals, coordination drawings and product data, reviewed by the Architect/Engineer; bearing the Architect/Engineer's stamp of acceptance. (When submittals are returned from Architect "Correct as Noted", corrected inserts shall be included.)
   04 All parts and maintenance manuals for items of equipment.
   05 Warranties (without starting dates)
   06 Certifications that have been completed. Submit forms and outlines of certifications that have not been completed.
   07 Operating and maintenance procedures.
   08 Form of Owner's Training Program Syllabus (including times and dates).

09 Control operations/equipment wiring diagrams.
10 Schedule of filters for each item of equipment.
11 Schedule of belts for each item of equipment.
12 Other required operating and maintenance information that are complete.

1.3 QUALITY ASSURANCE

A. It is the Contractor's / sub-contractor's responsibility to compile, review and verify that Operations and Maintenance Manuals are 100% complete and correct in accordance with the specified requirements prior to submission to the Architect / Engineer for review.
01 Failure to comply with required verification may result in return of O&M manuals without a thorough A/E review.

B. Once submitted to the Architect / Engineer for review, the A/E shall review and return any comments and revisions for correction to be incorporated into the final manuals.

C. Schedule for Submission and Delivery:
01 Submit O&M Manuals for review far enough in advance to assure completion of review(s), correction(s), publication of the final O&M manuals, and delivery to the Owner PRIOR to any Owner demonstrations / training involving equipment / systems included in the manual(s).
02 No Owner demonstrations / training shall occur without final, approved O&M manuals have been delivered to the Owner.

PART 2 - PRODUCTS

2.1 BINDERS

A. Commercial quality black three-ring binders with clear overlay plastic covers on front and spine.

B. Binders shall be a minimum ring size: 1", and a maximum ring size: 3".

C. When multiple binders are used, correlate the data into related groupings.

D. Label contents on spine and face of binder with full size insert. Label under plastic cover.

2.2 CONTENT

A. Each O&M manual shall include as a minimum the following material and information:
01 Table of Contents for each element, including corresponding specification number.
02 Contractor information for each contractor / sub-contractor.
03 All submittals, coordination drawings and product data, reviewed by the Architect/Engineer; including the Architect/Engineer's stamp of acceptance / review comment sheets. When submittals are returned from Architect "Correct as Noted", corrected inserts shall be included.
04 All parts and maintenance manuals for items of equipment.
05 Warranties (without starting dates)
06 Certifications that have been completed. Submit forms and outlines of certifications that have not been completed.
07 Operating and maintenance procedures.
08 Control operations / equipment wiring diagrams.
09 Material Safety Data (MSD) sheets
10 Other required operating and maintenance information that are complete.

B. All material will be bound in the 3-ring binder unless otherwise agreed to by the Architect.
   01 Sheets that are 8-12 x 14 or 11 x 17 shall be folded to an 8-1/2 x 11 format.

PART 3 - EXECUTION

3.1 OPERATION AND MAINTENANCE MANUAL

A. Form for Manuals:
   01 Prepare data in form of an instructional manual for use by Owner's personnel.
   02 Format:
      a. Size: 8-1/2" x 11".
      b. Text: Manufacturer's printed data or neatly typewritten.
   03 Drawings:
      a. Provide reinforced punched binder tab and bind in text.
      b. Fold larger drawings to size of text pages.
   04 Provide flyleaf indexed tabs for each separate product or each piece of operating equipment.
   05 Cover: Identify each volume with typed or printed title "Operating and Maintenance Instructions". List:
      a. Title of Project
      b. Identity of separate structures as applicable.
      c. Identity of general subject matter covered in the manual.
   06 Binder as specified.

B. Content of Manual:
   01 Neatly typewritten Table of Contents for each volume arranged in systematic order as outlined in the specifications.
      a. Contractor, name of responsible principal, address and telephone number.
      b. A list of each product required to be included, indexed to content of the volume.
      c. List with each product, name, address and telephone number of:
         1. Subcontractor or installer.
         2. Local source of supply for parts and replacement.
      d. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
   02 Product Data:
      a. Include those sheets pertinent to the specific product.
      b. Annotate each sheet to:
         1. Identify specific product or part installed.
         2. Identify data applicable to installation.
         3. Delete references to inapplicable information. (All options not supplied with equipment shall be marked out indicated in some manner.
   03 Drawings:
      a. Supplement product data with drawings as necessary to illustrate:
         1. Relations of component parts of equipment and systems.
         2. Control and flow diagrams.
      b. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
      c. Do not use Project Record Documents as maintenance drawings.
   04 Written text, as required to supplement product data for the particular installation:
      a. Organize in consistent format under separate headings for different procedures.

b. Provide logical sequence of instructions for each procedure.

05 Copy of each warranty, bond and service contract issued.

a. Provide information sheet for Owner's personnel, giving:

1. Proper procedures in event of failure.

2. Instances that might affect validity of warranties or bonds.

06 Shop drawings, coordination drawings and product data as specified.

C. Sections for Equipment and Systems:

01 Content for each unit of equipment and system as appropriate:

a. Description of unit and component parts.

1. Function, normal operating characteristics, and limiting conditions.

2. Complete nomenclature and commercial number of replaceable parts.

b. Operating procedures:

1. Start up, break-in, routine and normal operating instructions.

2. Regulation, control, stopping, shut down and emergency instructions.

c. Maintenance procedures:

1. Routine operations

2. Guide to trouble-shooting.

3. Disassembly, repair and reassembly.

4. Alignment, adjusting and checking.

5. Routine service requirements.

d. Servicing and lubrication schedule. List of lubricants required.

e. Manufacturer's printed operating and maintenance instructions.

f. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.

g. Complete equipment internal wiring diagrams.

h. Other data as required under pertinent sections of the specifications.

02 Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.

03 Additional requirements for operating and maintenance data as outlined in respective sections of specifications.

04 Provide certificates of compliance as specified in each related section.

05 Provide training report and certificates.

END OF SECTION

SECTION 06 10 00

ROUGH CARPENTRY

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB – Instructions to Proposers and Section AF – Subcontractor / Manufacturer Prequalification for substitutions.

B. Scope of Work:
   01 Provide blocking in metal framed drywall partitions and other assemblies as required for the secure attachment of built-in assemblies / products and assemblies / products that anchor to drywall partitions.
   02 Provide blocking at all door and window openings in exterior walls as indicated on the Drawings
   03 Coordinate with all trades and material suppliers to ascertain blocking requirements.

C. Related Work:
   01 Section 08 11 13 – Hollow Metal Doors and Frames
   02 Section 09 21 16 – Gypsum Board Assemblies

1.2 SUBMITTALS

A. Provide all submittals in accordance with Section 01 33 00 – Submittal Procedures.

B. Manufacturer's product data for all products / materials proposed to be furnished as required to demonstrate compliance with the specifications.

C. Test Reports: Certified test reports showing compliance with the specified performance characteristics and properties.

D. Certificates: Certification from the treatment plant certifying wood treatment applied complies with the criteria and physical requirements for ACQ preservative-treated wood products as specified herein.

1.3 STANDARDS AND GRADING

A. All lumber used structurally shall be graded and marked with grade and trademark of a lumber grading organization approved by the Architect, except that a certification of grade from such a grading organization may be accepted in lieu of grade and trademarks when approved by the Architect. Trademark of manufacturer shall also appear on each piece.

B. Each piece of plywood used structurally shall carry the American Plywood Association trademark.

C. Grading Rules: Conform with all applicable requirements of American Lumber Standards "Simplified Practice Recommendations R-16" and to grading rules of manufacturer's association under whose rules the lumber is produced.

D. Reference Standards: (Conform with all requirements)
   01 U.S. Dept. of Commerce Product Standards
   02 American Wood Preservers Assoc. Standards (as they apply)
   03 Architectural Woodwork Institute "Quality Standards"
   04 Western Wood Products Association Manual

PART 2 - PRODUCTS

2.1 MATERIALS

A. Lumber:
   01 Treated No. 2, S4S Southern Yellow Pine
      a. Comply with NWMA Standards
      b. Use for blocking, stripping, grounds, cants and miscellaneous wood items.
   02 No. 2, S4S Southern Yellow Pine: Use for framing, blocking, stripping and miscellaneous concealed interior lumber not exposed to concrete, roofing weather or moisture, when FRS lumber is not required by building code.
   03 Fire Retardant No, 2, S4S Southern Pine: Lumber shall be pressure-impregnated with non-combustible fire retardant chemicals in accordance with U.L. FRS Fire Hazard Classification. All lumber must be dried following treatment in accordance with AWPA Standard C-20. Use for all blocking in partitions; and other locations where required by building code or indicated on the Drawings.

B. Fire Retardant Pressure Treatment of Lumber And Plywood
   01 Lumber: Comply with AWPA U1 UCFA, Type A or ICC-ES ESR 2645.
   02 Plywood: Comply with AWPA U1, UCFA, Type A or ICC-ES ESR 2645.
   03 Surface Burning Characteristics: UL FR-S rating; or flame spread and smoke developed ratings of 25 or less in a test of 30 minutes' duration in accordance with IBC section 2303.2.
   04 Kiln dry after treatment to 19 percent maximum moisture content for lumber and 15 percent for plywood
   05 Treatment: Viance “D-Blaze FRT”; Dricon “Dricon FRT”; or approved equal.
   06 Provide fire retardant wood where ever part of a fire rated assembly; where required by code; and where required by local jurisdiction.

C. Rough Hardware:
   01 Nails, Spikes, and Staples:
      a. Galvanized for exterior locations, high humidity locations, treated wood not directly exposed to moisture, and fire retardant treated wood.
      b. Type 304 or 316 stainless steel for for treated wood directly exposed to moisture.
      c. Plain finish for other interior locations.
      d. Use largest size and type to suit application.
   02 Bolts, Nuts, Washers, Lags, and Screws:
      a. Medium carbon steel, A-307 or A-325; size and type to suit application if not noted on the Drawings.
      b. Galvanize for exterior locations, high humidity locations, treated wood not directly exposed to moisture, and fire retardant treated wood.
      c. Type 304 or 316 stainless steel for treated wood directly exposed to moisture.
      d. Plain finish for other interior locations.
   03 Fasteners: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry and concrete. Bolts or power activated type for anchorage to steel.

PART 3 - EXECUTION

A. General: Blocking in metal framed drywall partitions shall be required at, but not limited to the following locations:
   01 Door Openings
   02 Other locations as indicated on the Drawings.

B. Wood Blocking:
   01 Use standard 2x lumber materials for blocking, nailers and other similar applications. Provide 1x materials where indicated or necessary to achieve the required thickness.
   02 Rip, chamfer and / or cut material as required fit the application / assembly.
   03 Provide continuous blocking.
   04 Provide blocking, bucks and framing as necessary and for other trades as required.

END OF SECTION

SECTION 07 92 00

JOINT SEALANTS

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB – Instructions to Proposers and Section AF – Subcontractor / Manufacturer Prequalification for substitutions.

B. Scope of Work:
   01 Interior caulking.

C. Related Work:
   01 Section 08 11 13 – Hollow Metal Doors and Frames
   02 Section 09 21 16 – Gypsum Board Assemblies

1.2 SUBMITTALS

A. Review and comply with all provisions of section 01 33 00 – Submittal Procedures.

B. Product Data: Submit manufacturer's literature, product data, certifications and supporting information for all products proposed to be furnished, as necessary to demonstrate compliance with the specified requirements.

C. Installation Instructions: Submit manufacturer's complete installation instructions, including fastening, for all products and / or assemblies proposed to be furnished.
   01 Installation details submitted for review shall be specific to the work of this contract and accurately depict interface within the assembly(s) indicated on the Drawings.
   02 Generic details that do not depict actual conditions shall not be acceptable.

D. Color / Finish Samples
   01 Provide two (2) samples of each finish for selection by the Architect.
   02 Finish samples shall be provided of / on actual material; paper or digital samples shall not be accepted.

1.3 REFERENCES

A. Federal Specifications TT-S-00227E

B. ASTM C793, ASTM C794

1.4 WARRANTY

A. Warrant the work specified herein for two (2) years against becoming unserviceable or causing an objectionable appearance, resulting from either defective or nonconforming materials and workmanship. Warrant exterior joints against failure of the joint to effectively seal out water or moisture. Warrant interior joints against cracking, crazing separation of the material from the substrate or other joint failure.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Design is based on products manufactured by Tremco.

B. The following additional manufacturers are acceptable provided proposed products meet or exceed all specified requirements.
   01 Dow Chemical Co.
   02 Sonneborn
   03 Pecora, Inc.
   04 Manufacturers of products bearing the Thiokol Corporation seal of approval. All polysulfide sealants shall bear the seal.

2.2 MATERIALS

A. Caulking for exposed non-working interior locations at all hollow metal frames and abutting surfaces at ceiling, wall angles and all other locations for finished appearance:
   01 Type: Tremco “THC-901”
   02 A multi-component, polyurethane sealant providing a fast-setting pliable seal with minimal shrinkage.

B. Interior Expansion Contraction or Control Joints where movement is to be accommodated: Tremco “Mono”
   01 Tremco “Spectrem 2”
   02 Medium-modulus, one-part, high performance, neutral-cure silicone sealant.

C. Primers, Cleaners, Top Coats: As recommended by the manufacturer.

D. Sealant colors shall be as selected by the Architect from manufacturer’s full range of color selections.

PART 3 - EXECUTION

3.1 APPLICATION

A. Tooling:
   01 Tool exposed joints to a slightly concave surface using slicking materials recommended by the manufacturer.
   02 The tooling procedure shall press sealant against the sides of the groove.
   03 No materials shall be left "feathered" out or smeared on the abutting materials. If necessary, protect adjacent surfaces with tape.
   04 Completed joints shall have a uniform professional appearance.
   05 Use an anti-tack compound on sealant that does not set up fast enough to avoid dust collection.

B. Sealant Back-Up: Provide a back-up filler where groove depth is too great to fill with sealant. Review joint design with Architect.

END OF SECTION

SECTION 08 11 13

HOLLOW METAL DOORS AND FRAMES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB Instructions to Proposers and Section AF Subcontractor / Manufacturer Prequalification for substitutions.

B. Scope of Work:
   01 Provide all hollow metal frames as indicated on the Drawings.

C. Related Work:
   01 Section 07 92 00 – Joint Sealants
   02 Section 08 14 23.16 – Plastic Laminate Faced Wood Doors
   03 Section 08 71 00 – Door Hardware
   04 Section 09 21 16 – Gypsum Board Assemblies

1.2 SUBMITTALS

A. Review and comply with all provisions of section 01 33 00 – Submittal Procedures.

B. Product Data: Submit manufacturer's literature, product data, certifications and supporting information for all products proposed to be furnished, as necessary to demonstrate compliance with the specified requirements.

C. Shop Drawings: Submit complete shop drawings consisting of design, fabrication and erection / installation of proposed assemblies.
   01 Show profiles, sizes, spacing and locations of assembled components.
   02 Show details of shop fabrications, connections and details.
   03 Show details of field fabrications, connections and details.

D. Installation Instructions: Submit manufacturer's complete installation instructions, including fastening, for all products and / or assemblies proposed to be furnished.
   01 Installation details submitted for review shall be specific to the work of this contract and accurately depict interface within the assembly(s) indicated on the Drawings.
   02 Generic details that do not depict actual conditions shall not be acceptable.

E. Finish Hardware Location: Hollow metal manufacturer shall obtain an approved hardware schedule, hardware templates and samples of physical hardware where necessary to ensure correct fitting and installation.

1.3 QUALITY ASSURANCE

A. References:
   01 National Fire Protection Association - NFPA Pamphlet No. 80
   02 American Society for Testing Materials:
      a. ASTM A526 - Steel sheet, zinc-coated (galvanized) by hot dip process, commercial quality

b. ASTM A366 - Steel, carbon, cold-rolled sheet, commercial quality

03 Underwriters Laboratories, Inc., in reference to fire-rated metal doors and frames.

04 Factory Mutual, in reference to doors and frames.

05 American National Standards Institute:

a. ANSI A151-1-1969, Test Method for Standard Steel Doors

b. ANSI A250.11-2001 Recommended Erection Instructions for Steel Frames

06 NAAMM Hollow Metal Manufacturers Association

B. Delivery, Storage and Handling:

01 Deliver, store and handle hollow metal work in strict accordance with manufacture's recommendations to prevent damage, rust and deterioration. Store materials in a covered, dry location and promptly clean and touch-up scratches or rust spots with a rust-inhibitive primer.

02 Doors shall have their wrappings or coverings removed upon delivery at the building site and shall be stored in a vertical position spaced by locking for air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Hollow metal door and frame manufacturers shall be members of the National Association of Architectural Metal Manufacturers (NAAMM)

B. The following manufacturers are acceptable to provide hollow metal doors and frames subject to meeting all provisions and requirements of this section of specifications:

01 Curries

02 Ceco / United Dominion Industries

03 Republic Doors and Frames

04 Pearland Industries

05 Steelcraft

06 American Door Products

07 Door Pro Systems

2.2 MATERIALS

A. Frames:

01 Frames for interior openings shall be a) commercial grade, cold-rolled steel conforming to ASTM A366 or b) commercial grade hot rolled and pickled steel conforming to ASTM A569.

02 Door Frame Gauges:

a. Interior opening frames 48" wide or less shall be 16 gauge.

b. Interior opening frames 49" wide or more shall be 14 gauge.

03 Frames shall be custom made, welded units with integral trim of sizes and shapes shown on Drawings and required for the specific intended use.

a. Door stops shall be nominal 5/8"

b. Returns shall be 1/2".

04 Frames shall be strong and rigid, neat in appearance, square, true and free of defects, warp and buckle. Molded members shall be clean cut, straight and of uniform profile throughout their length.

05 Jamb depths and profile shall be as shown on Drawings and required for the specific intended use.

06 Corner joints shall have contact edges closed tight, with trim faces mitered and continuously welded, and stops butted. The use of gussets shall not be permitted.

07 Minimum depth of stops shall be 5/8 inch.

08 Hardware Reinforcements: Frames shall be mortised, reinforced, drilled and tapped at factory for fully templated hardware in accordance with finish hardware schedule and templates provided by Section 08 71 00 - Finish Hardware. Where surface-mounted hardware is to be applied, frames shall have reinforcing plates only.

09 Minimum thickness of hardware reinforcing plates shall be as follows:

a. Hinge and pivot reinforcements (1-1/4" x 10" minimum size): 7 gauge

b. Strike reinforcements: 12 gauge

c. Flush bolt reinforcements: 12 gauge

d. Closer reinforcements: 12 gauge

e. Reinforcements for surface-mounted hardware, hold-open arms, surface panic devices: 12 gauge

10 Floor anchors shall be securely welded inside each jamb, with holes for floor anchorage.

11 Jamb Anchors for frames for installation in metal stud drywall partitions shall be provided with steel anchors of suitable approved design, not less than 16 gauge thickness, securely welded inside each jamb as follows:

a. Frames up to 7'-6" height - 4 anchors

b. Frames 7'-6" to 8'-0" height - 5 anchors

12 Dust cover boxes of not less than 26 gauge steel shall be provided at all mortised hardware items.

13 Frames shall be provided with steel spreader temporarily attached to bottoms of both jambs for bracing during shipping and handling.

14 Prepare frame for silencers. Provide three single silencers for single doors on strike side. Provide two single silencers on frame head at double doors without mullions.

B. Finish: Shop paint steel (whether galvanized or ungalvanized) stops and accessories as follows:

01 Clean surfaces free of mill scale, rust, oil, grease, dirt and other foreign matter.

02 Chemically treat surfaces and apply one coat of an approved baked-on rust-inhibitive primer paint to provide a minimum 0.5 mil dry film thickness.

03 Frames at exterior openings shall be coated on the inside of the frame with a commercial grade, water based mastic compound (or other approved coating material) prior to installation; 20 mil minimum coating / coverage.

C. Labeled Frames:

01 Labeled frames shall be provided for openings requiring fire protection ratings as scheduled. Such doors and frames shall be constructed as tested and approved by Underwriters Laboratories or other nationally recognized testing agency having a factory inspection service.

02 If any frame scheduled to be fire rated cannot qualify for appropriate labeling because of its size, design, hardware or other reason; the Architect shall be so advised before fabrication work on that item is started.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Separate dissimilar metals, protect against galvanic action.

B. Frames:

01 Anchorage and Connections: Firmly anchor and secure to adjacent construction in strict accordance with manufacturer's shop drawings and installation instructions.

02 Frame Spreader Bars: Leave intact until frames are set permanently square and plumb and frame anchors are securely attached.

03 Remove hardware, with the exception of prime-coated items, tag box, and reinstall after finish paint work is completed.

04 Installation of labeled frames shall conform to National Fire Protection Association Pamphlet No. 80, "Fire Door and Windows" and UL design requirements.

05 At exterior locations, coat interior of frame with mastic or other approved coating material prior to installation; minimum 20 mil thickness.

C. Coordinate with other trades as required for installation of glass and glazing to be installed in doors and frames.

D. Immediately after erection, sand smooth all rusted and damaged areas of prime coat and apply touch-up with compatible air-drying primer.

END OF SECTION

SECTION 08 14 23.16

PLASTIC LAMINATE FACED WOOD DOORS

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB – Instructions to Proposers and Section AF – Subcontractor / Manufacturer Prequalification for substitutions.

B. Scope of Work:
   01 Provide solid core, plastic laminate faced, wood doors in sizes and styles as indicated and scheduled on the Drawings.

C. Related Work:
   01 Section 08 11 13 – Hollow Metal Doors and Frames
   02 Section 08 71 00 – Door Hardware
   03 Section 08 80 00 – Glazing

1.2 SUBMITTALS

A. Review and comply with all provisions of section 01 33 00 – Submittal Procedures.

B. Product Data: Submit manufacturer's literature, product data, certifications and supporting information for all products proposed to be furnished, as necessary to demonstrate compliance with the specified requirements.

C. Shop Drawings: Submit complete shop drawings consisting of design, fabrication and erection / installation of proposed assemblies.
   01 Show profiles, sizes, spacing and locations of assembled components.
   02 Show details of field fabrications, connections and details.

D. Installation Instructions: Submit manufacturer's complete installation instructions, including fastening, for all products and / or assemblies proposed to be furnished.
   01 Installation details submitted for review shall be specific to the work of this contract and accurately depict interface within the assembly(s) indicated on the Drawings.
   02 Generic details that do not depict actual conditions shall not be acceptable.

E. Maintenance Instructions: Submit manufacturer's complete maintenance instructions and recommendations for all products and / or assemblies proposed to be furnished.
   01 Include recommended cleaning products and instructions for use.
   02 Where applicable, provide recommended maintenance schedules and procedures.

F. Color / Finish Samples
   01 Provide two (2) samples of each plastic laminate finish for selection by the Architect.
   02 Finish samples shall be provided of / on actual material; paper or digital samples shall not be accepted.
   03 Minimum size shall be 3" x 3", but must be large enough to convey attributes of the proposed product.

G. Provide a copy of the lifetime warranty to be issued for contract close-out.

1.3 REFERENCES

A. Underwriters Laboratories:
   01 UL 10-C – Standard for Positive Pressure Fire Tests of Door Assemblies
   02 UL Label Fire Door; All fire rated doors shall bear a UL identification on the hinge stile.

B. American National Standards Institute (ANSI):
   01 ANSI A208.1 - Particleboard.

C. ASTM International
   01 ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
   02 ASTM E 413 - Classification for Rating Sound Insulation.

D. American Woodworking Institute (AWI)
   01 AWI/AWMAC/WI Architectural Woodwork Standards, Section 9 - Doors.

E. National Fire Protection Association (NFPA)
   01 NFPA 80 - Standard for Fire Doors and Other Opening Protectives
   02 NFPA 252 – Standard Methods of Testing pf Door Assemblies

F. Wood Door Manufacturer's Association (WDMA)
   01 WDMA I.S.1-A - Architectural Wood Flush Doors.
   02 WDMA I.S. 10 - Industry Standard for Testing Cellulosic Composite Materials for Use in Fenestration Products.

1.4 QUALITY ASSURANCE

A. High pressure decorative laminate faced doors shall conform to the latest edition of the following standards:
   01 WDMA I.S. 1-A
   02 AWI Standards and requirements for "Premium Grade".

B. Tolerances for warp, telegraphing, squareness, and pre-fitting dimensions as per the latest edition of WDMA I.S. 1-A

C. Identifying Label: Each door shall bear identifying label indicating:
   01 Door manufacturer.
   02 Order number.
   03 Door number.
   04 Fire rating, if applicable.

D. Environmental Responsibility: Provide doors manufactured with the following environmentally responsible components:
   01 Core: Particle Board
      a. No added urea-formaldehyde
   02 Composite Crossband: High-Density Fiberboard (HDF):
      a. No added urea-formaldehyde
   03 Stiles and Rails: Structural Composite Lumber (SCL):
      a. No added urea-formaldehyde

E. Where fire rated doors are required, provide labeled doors. Construction details and hardware application shall be as approved by the labeling agency.

1.5 WARRANTY

A. All doors shall be warranted for the life of the door under normal use against material defects, warping, and delamination of laminate facing and becoming unserviceable.

B. Any defects noted during the warranty period shall be corrected at no cost to the building owner. Such corrective work shall include all labor and material for repair, replacement, refinishing and re-hanging as required.

C. Provide manufacturer's executed, written lifetime warranty with close-out documentation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Design of Plastic Laminate Faced Doors is based on products manufactured by VT Industries.

B. Acceptable Manufacturers: the following manufacturers are acceptable to provide plastic laminate clad doors provided proposed products meet or exceed all specified requirements:
   01 Alfab, Inc.
   02 Marlite
   03 Mengel Wood Industries, Inc.
   04 Ragland Manufacturing Co.
   05 Marshfield Door Systems
   06 Graham Manufacturing Co.

C. Plastic Laminate: The following manufacturers are acceptable to provide plastic laminate:
   01 Ralph Wilson Plastics, "Wilsonart"
   02 Formica Corp., "Formica"

2.2 MATERIALS - DOORS

A. Design of solid-core plastic laminate clad doors is based on VT Industries Heritage Collection series 303H doors.

B. All doors shall be 1-3/4" thick.

C. Core Material:
   01 Core Material: Particle Board Core for non-rated and 20-minute fire-rated doors; mineral for 1-1/2 hour-rated doors.
   02 Density: minimum 28-32 PCF. Comply with particleboard standard ANSI A208.1, Grade 1-LD-2.
   03 Composite Crossband

D. Door Stiles
   01 Door Stiles: minimum 1-3/8" (nominal) Structural Composite Lumber (SCL) bonded to core with minimum 1/16" hardwood veneer suitable for staining or painting to approximate plastic laminate finish as selected by the Architect.
   02 Vertical door edges shall be factory painted / stained to match door face. Factory shall supply matching paint / stain and edges shall be touched-up in field.
   03 Plastic laminate stiles shall not be acceptable.

E. Door Rails

01 Door Rail: minimum 1-3/8" (nominal) Structural Composite Lumber (SCL).

02 Minimum 6" head rail at all doors to receive a closer.

03 Seal top, bottom and cut surface of openings at factory with two coats of varnish.

04 Where head rail may be visible from a second story vantage point, head rail shall be stained or painted to match stiles.

05 Glass Lite Frames / Stops: Metal type with painted finish. Coordinate with other trades as required.

F. Door Sidelights and Transoms

01 Where indicated on the Drawings, door sidelights and transoms shall be filled with the same material as doors; with the following exceptions:

a. Rail and stile edges may be core material; sealed with a clear sealer.

02 Fabricate sidelight and transom panels in size(s) to fit openings. Verify exact sizes and requirements.

03 Plastic laminate for sidelight and transom panels shall match the laminate of the associated door.

2.3 MATERIALS – PLASTIC AMINATE

A. Horizontal grade, 0.048" minimum thickness.

B. Door laminates shall match the laminate of existing doors at each campus. Field verify all conditions and requirements.

01 In the event a specific matching laminate is no longer available, Contractor shall submit proposed "close matches" to Architect for final selection.

C. Finish shall be as selected by the Architect from manufacturer's full range of colors and finishes.

D. Laminate shall be applied to the core by a hot press method using Type 1 exterior grade, water resistant adhesive.

2.4 DOOR LITE FRAMES

A. Design of door lite framing for glass inserts is based on National Guard Products (NGP) model L-FRA100 Low Profile Lite Kit.

01 Other manufacturers shall be considered provide proposed products meet or exceed all specified requirements.

02 Provide in sizes as indicated on the Drawings

03 Suitable for 1/4" glazing.

B. Design of door lite framing for louver inserts is based on National Guard Products (NGP) model L-FRA100-SP Low Profile Lite Kit for Variable Insert Thickness.

01 Other manufacturers shall be considered provide proposed products meet or exceed all specified requirements.

02 Provide in sizes as indicated on the Drawings

03 Suitable for 1/4" glazing.

C. Fabricated from minimum 18 gauge cold rolled steel.

D. Welded construction with mitered corners.

E. One-sided countersunk screw mounting

F. Provide with gray primed powder coat finish; to be field painted in color as selected by the Architect.

2.5 FABRICATION

A. Stile Edges: Apply hardwood edges before application of face laminates.

B. Prefit Doors:
   01 Prefit and bevel doors at factory to fit openings.
   02 Prefit Tolerances: WDMA I.S.1-A.

C. Factory-machine doors for mortised hardware, including pilot holes for hinge screws and lock fronts required.

PART 3 - EXECUTION

3.1 PREPARATION

A. Examine locations to receive doors. Notify Architect of conditions that would adversely affect installation or subsequent use. Do not begin installation until unacceptable conditions are corrected.

B. Ensure frames are solidly anchored, allowing no deflection when doors are installed.

C. Ensure frames are plumb, level, square, and within tolerance.

D. Allow doors to become acclimated to building temperature and relative humidity for a minimum of 24 hours before installation.

3.2 INSTALLATION

A. Carefully verify that doors are properly installed at intended door location and that door prep for finish hardware is accurate and complete.

B. Install all doors plumb and square to frame with +/- 1/8” clearance between door and frame.

C. Install finish hardware in accordance with approved templates.

D. Verify that top and bottom rails are sealed prior to door installation.

E. Take all necessary precautions to protect door finishes before, during and after installation. In the event of damage to the plastic laminate surfacing, replace door.

F. Do not strip heads of Phillips head screws. Remove and replace all stripped screws.

G. Upon completion of door installation, cycle door several times to confirm that door, frame and hardware are all installed and functioning correctly.

END OF SECTION

SECTION 08 71 00 – DOOR HARDWARE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. Section includes:

1. Mechanical and electrified door hardware for:

    a. Swinging doors.

2. Electronic access control system components, including:

    a. Electronic access control devices.

3. Field verification, preparation and modification of existing doors and frames to receive new door hardware.
4. The intent of the hardware specification is to specify the hardware for interior and exterior doors, and to establish a type, continuity, and standard of quality. However, it is the door hardware supplier's responsibility to thoroughly review existing conditions, schedules, specifications, drawings, and other Contract Documents to verify the suitability of the hardware specified.

B. Exclusions: Unless specifically listed in hardware sets, hardware is not specified in this section for:

1. Windows
2. Cabinets (casework), including locks in cabinets
3. Signage
4. Toilet accessories
5. Overhead doors

C. Related Sections:

1. Division 01 Section “Alternates” for alternates affecting this section.
2. Division 07 Section “Joint Sealants” for sealant requirements applicable to threshold installation specified in this section.
3. Division 08 Section “Entrances and Storefront” for hardware requirements applicable to installation of hardware to entrance doors
4. Division 09 sections for touchup, finishing or refinishing of existing openings modified by this section.
5. Division 26 sections for connections to electrical power system and for low-voltage wiring.
6. Division 28 sections for coordination with other components of electronic access control system.

1.03 REFERENCES

A. UL - Underwriters Laboratories

1. UL 10B - Fire Test of Door Assemblies
2. UL 10C - Positive Pressure Test of Fire Door Assemblies
3. UL 1784 - Air Leakage Tests of Door Assemblies
4. UL 305 - Panic Hardware

B. DHI - Door and Hardware Institute

1. Sequence and Format for the Hardware Schedule
2. Recommended Locations for Builders Hardware
3. Key Systems and Nomenclature

C. ANSI - American National Standards Institute

1. ANSI/BHMA A156.1 - A156.29, and ANSI/BHMA A156.31 - Standards for Hardware and Specialties

1.04 SUBMITTALS

A. General:

1. Submit in accordance with Conditions of Contract and Division 01 requirements.
2. Highlight, encircle, or otherwise specifically identify on submittals deviations from Contract Documents, issues of incompatibility or other issues which may detrimentally affect the Work.
3. Prior to forwarding submittal, comply with procedures for verifying existing door and frame compatibility for new hardware, as specified in PART 3, “EXAMINATION” article, herein.

B. Action Submittals:

1. Product Data: Technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.

2. Samples for Verification: If requested by Architect, submit production sample or sample installations of each type of exposed hardware unit in finish indicated, and tagged with full description for coordination with schedule.

    a. Samples will be returned to supplier. Units that are acceptable to Architect may, after final check of operations, be incorporated into Work, within limitations of key coordination requirements.

3. Door Hardware Schedule: Submit schedule with hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule as published by the Door and Hardware Institute. Indicate complete designations of each item required for each door or opening, include:

    a. Door Index; include door number, heading number, and Architects hardware set number.
    b. Opening Lock Function Spreadsheet: List locking device and function for each opening.
    c. Quantity, type, style, function, size, and finish of each hardware item.
    d. Name and manufacturer of each item.
    e. Fastenings and other pertinent information.
    f. Location of each hardware set cross-referenced to indications on Drawings.
    g. Explanation of all abbreviations, symbols, and codes contained in schedule.
    h. Mounting locations for hardware.
    i. Door and frame sizes and materials.
    j. Name and phone number for local manufacturer's representative for each product.
    k. Operational Description of openings with any electrified hardware (locks, exits, electromagnetic locks, electric strikes, automatic operators, door position switches, magnetic holders or closer/holder units, and access control components). Operational description should include operational descriptions for: egress, ingress (access), and fire/smoke alarm connections.
        1) Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate fabrication of other work that is critical in Project construction schedule.

4. Key Schedule:

    a. After Keying Conference, provide keying schedule listing levels of keying as well as explanation of key system's function, key symbols used and door numbers controlled.
    b. Use ANSI/BHMA A156.28 “Recommended Practices for Keying Systems” as guideline for nomenclature, definitions, and approach for selecting optimal keying system.
    c. Provide 3 copies of keying schedule for review prepared and detailed in accordance with referenced DHI publication. Include schematic keying diagram and index each key to unique door designations.
    d. Index keying schedule by door number, keyset, hardware heading number, cross keying instructions, and special key stamping instructions.
    e. Provide one complete bitting list of key cuts and one key system schematic illustrating system usage and expansion.
        1) Forward bitting list, key cuts and key system schematic directly to Owner, by means as directed by Owner.

    f. Prepare key schedule by or under supervision of supplier, detailing Owner’s final keying instructions for locks.

5. Templates: After final approval of hardware schedule, provide templates for doors, frames and other work specified to be factory or shop prepared for door hardware installation.

C. Informational Submittals:

1. Qualification Data: For Supplier, Installer and Architectural Hardware Consultant.
2. Product data for electrified door hardware:

    a. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.

3. Certificates of Compliance:

    a. UL listings for fire-rated hardware and installation instructions if requested by Architect or Authority Having Jurisdiction.
    b. Installer Training Meeting Certification: Letter of compliance, signed by Contractor, attesting to completion of installer training meeting specified in “QUALITY ASSURANCE” article, herein.
    c. Electrified Hardware Coordination Conference Certification: Letter of compliance, signed by Contractor, attesting to completion of electrified hardware coordination conference, specified in “QUALITY ASSURANCE” article, herein.

4. Warranty: Special warranty specified in this Section.

D. Closeout Submittals:

1. Operations and Maintenance Data: Provide in accordance with Division 01 and include:

a. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
b. Catalog pages for each product.
c. Factory order acknowledgement numbers (for warranty and service)
d. Name, address, and phone number of local representative for each manufacturer.
e. Parts list for each product.
f. Final approved hardware schedule, edited to reflect conditions as-installed.
g. Final keying schedule
h. Copies of floor plans with keying nomenclature
i. As-installed wiring diagrams for each opening connected to power, both low voltage and 110 volts.
j. Copy of warranties including appropriate reference numbers for manufacturers to identify project.

1.05 QUALITY ASSURANCE

A. Supplier Qualifications and Responsibilities: Recognized architectural hardware supplier with record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that provides certified Architectural Hardware Consultant (AHC) available to Owner, Architect, and Contractor, at reasonable times during the Work for consultation.

1. Warehousing Facilities: In Project's vicinity.
2. Scheduling Responsibility: Preparation of door hardware and keying schedules.
3. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
4. Coordination Responsibility: Assist in coordinating installation of electronic security hardware with Architect and electrical engineers and provide installation and technical data to Architect and other related subcontractors.

a. Upon completion of electronic security hardware installation, inspect and verify that all components are working properly.

B. Architectural Hardware Consultant Qualifications: Person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and meets these requirements:

1. For door hardware, DHI-certified, Architectural Hardware Consultant (AHC).
2. Can provide installation and technical data to Architect and other related subcontractors.
3. Can inspect and verify components are in working order upon completion of installation.
4. Capable of producing wiring diagrams.
5. Capable of coordinating installation of electrified hardware with Architect and electrical engineers.

C. Single Source Responsibility: Obtain each type of door hardware from single manufacturer.

D. Fire-Rated Door Openings: Provide door hardware for fire-rated openings that complies with NFPA 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed products tested by Underwriters Laboratories, Intertek Testing Services, or other testing and inspecting organizations acceptable to authorities having jurisdiction for use on types and sizes of doors indicated, based on testing at positive pressure and according to NFPA 252 or UL 10C and in compliance with requirements of fire-rated door and door frame labels.

E. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, Article 100, by testing agency acceptable to authorities having jurisdiction.

F. Accessibility Requirements: For door hardware on doors in an accessible route, comply with governing accessibility regulations cited in “REFERENCES” article, herein.

G. Keying Conference

1. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including:

    a. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
    b. Preliminary key system schematic diagram.
    c. Requirements for key control system.
    d. Requirements for access control.
    e. Address for delivery of keys.

H. Pre-installation Conference

1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Inspect and discuss preparatory work performed by other trades.
3. Inspect and discuss electrical roughing-in for electrified door hardware.
4. Review sequence of operation for each type of electrified door hardware.
5. Review required testing, inspecting, and certifying procedures.

I. Coordination Conferences:

1. Installation Coordination Conference: Prior to hardware installation, schedule and hold meeting to review questions or concerns related to proper installation and adjustment of door hardware.
2. Electrified Hardware Coordination Conference: Prior to ordering electrified hardware, schedule and hold meeting to coordinate door hardware with security, electrical, doors and frames, and other related suppliers.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site.

B. Tag each item or package separately with identification coordinated with final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.

1. Deliver each article of hardware in manufacturer's original packaging.

C. Project Conditions:

1. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.
2. Provide secure lock-up for door hardware delivered to Project. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.

D. Protection and Damage:

1. Promptly replace products damaged during shipping.
2. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during Work.
3. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.

E. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

F. Deliver keys and permanent cores to Owner by registered mail or overnight package service.

1.07 COORDINATION

A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete.

B. Installation Templates: Distribute for doors, frames, and other work specified to be factory or shop prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.

D. Electrical System Roughing-In: Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.

E. Existing Openings: Where existing doors, frames and/or hardware are to remain, field verify existing functions, conditions and preparations and coordinate to suit opening conditions and to provide proper door operation.

1.08 WARRANTY

A. Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Beginning from date of Substantial Completion, for durations indicated.

a. Closers:
1) Mechanical: 30 years

b. Exit Devices:
1) Mechanical: 3 years.
2) Electrified: 1 year.

c. Locksets:
1) Mechanical: 3 years.
2) Electrified: 1 year.

d. Key Blanks: Lifetime

2. Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.

1.09 MAINTENANCE

A. Maintenance Tools: Furnish complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. The Owner requires use of certain products for their unique characteristics and project suitability to insure continuity of existing and future performance and maintenance standards. After investigating available product offerings, the Awarding Authority has elected to prepare proprietary specifications. These products are specified with the notation: “No Substitute.”

   1. Where “No Substitute” is noted, substitution requests for other products will not be considered.

B. Approval of manufacturers and/or products other than those listed as “Scheduled Manufacturer” shall be in accordance with substitution procedure in division 01 25 00. In the individual article for the product category items, shall be in accordance with the QUALITY ASSURANCE article, herein.

C. Approval of products is contingent upon those products providing all functions and features and meeting all requirements of scheduled manufacturer’s product.

D. Where specified hardware is not adaptable to finished shape or size of members requiring hardware, furnish suitable types having same operation and quality as type specified, subject to Architect's approval in accordance with substitution procedure in division 01 25 00.

2.02 MATERIALS

A. Fasteners

   1. Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation.
   2. Furnish screws for installation with each hardware item. Finish exposed (exposed under any condition) screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work including prepared for paint surfaces to receive painted finish.
   3. Provide concealed fasteners for hardware units exposed when door is closed except when no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless thru-bolts are required to fasten hardware securely. Review door specification and advise Architect if thru-bolts are required.
   4. Install hardware with fasteners provided by hardware manufacturer.

B. Modification and Preparation of Existing Doors: Where existing door hardware is indicated to be removed and reinstalled.

1. Provide necessary fillers, Dutchmen, reinforcements, and fasteners, compatible with existing materials, as required for mounting new opening hardware and to cover existing door and frame preparations.
2. Use materials which match materials of adjacent modified areas.
3. When modifying existing fire-rated openings, provide materials permitted by NFPA 80 as required to maintain fire-rating.

C. Provide screws, bolts, expansion shields, drop plates and other devices necessary for hardware installation.

1. Where fasteners are exposed to view: Finish to match adjacent door hardware material.

D. Cable and Connectors: Hardwired Electronic Access Control Lockset and Exit Device Trim:

1. Data: 24AWG, 4 conductor shielded, Belden 9843, 9841 or comparable.
2. DC Power: 18 AWG, 2 conductor, Belden 8760 or comparable.
3. Provide type of data and DC power cabling required by access control device manufacturer for this installation.
4. Where scheduled in the hardware sets, provide each item of electrified hardware and wire harnesses with sufficient number and wire gauge with standardized Molex plug connectors to accommodate electric function of specified hardware. Provide Molex connectors that plug directly into connectors from harnesses, electric locking and power transfer devices. Provide through-door wire harness for each electrified locking device installed in a door and wire harness for each electrified hinge, electrified continuous hinge, electrified pivot, and electric power transfer for connection to power supplies.

2.03 HINGES

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product: Ives 5BB series.

B. Requirements:

1. Provide hinges conforming to ANSI/BHMA A156.1.
2. 1-3/4 inch (44 mm) thick doors, up to and including 36 inches (914 mm) wide:

    a. Exterior: Standard weight, bronze or stainless steel, 4-1/2 inches (114 mm) high
    b. Interior: Standard weight, steel, 4-1/2 inches (114 mm) high

3. 1-3/4 inch (44 mm) thick doors over 36 inches (914 mm) wide:

    a. Exterior: Heavy weight, bronze/stainless steel, 5 inches (127 mm) high
    b. Interior: Heavy weight, steel, 5 inches (127 mm) high

4. 2 inches or thicker doors:

    a. Exterior: Heavy weight, bronze or stainless steel, 5 inches (127 mm) high
    b. Interior: Heavy weight, steel, 5 inches (127 mm) high

5. Provide three hinges per door leaf for doors 90 inches (2286 mm) or less in height, and one additional hinge for each 30 inches (762 mm) of additional door height.
6. Where new hinges are specified for existing doors or existing frames, provide new hinges of identical size to hinge preparation present in existing door or existing frame.

7. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:

    a. Steel Hinges: Steel pins
    b. Non-Ferrous Hinges: Stainless steel pins
    c. Out-Swinging Exterior Doors: Non-removable pins
    d. Out-Swinging Interior Lockable Doors: Non-removable pins
    e. Interior Non-lockable Doors: Non-rising pins

8. Width of hinges: 4-1/2 inches (114 mm) at 1-3/4 inch (44 mm) thick doors, and 5 inches (127 mm) at 2 inches (51 mm) or thicker doors. Adjust hinge width as required for door, frame, and wall conditions to allow proper degree of opening.

2.04 ELECTRIC POWER TRANSFER

A. Manufacturers:

    a. Scheduled Manufacturer: Von Duprin EPT-10.

B. Provide power transfer with electrified options as scheduled in the hardware sets. Provide with number and gage of wires sufficient to accommodate electric function of specified hardware.

C. Locate electric power transfer per manufacturer’s template and UL requirements, unless interference with operation of door or other hardware items.

2.05 MORTISE LOCKS

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product: Schlage L9000 series. No substitute.

B. Requirements:

1. Provide mortise locks conforming to ANSI/BHMA A156.13 Series 1000, Grade 1, and UL Listed for 3 hour fire doors.
2. Indicators: Where specified, provide indicator window measuring a minimum 2 inch x 1/2 inch with 180 degree visibility. Provide messages color-coded with full text and/or symbols, as scheduled, for easy visibility.

    a. Outside Occupancy Indicator: Provide indicator above cylinder or emergency release for visibility while operating the lock that identifies an occupied/unoccupied status of the lock or latch.
    b. Classroom Security Locks with Inside Indicator: Provide at Classrooms, Classroom Security Locks with Inside Indicator that identifies from inside the classroom, the door is locked or unlocked.

3. Provide locks manufactured from heavy gauge steel, containing components of steel with a zinc dichromate plating for corrosion resistance.
4. Provide lock case that is multi-function and field reversible for handing without opening case. Cylinders: Refer to “KEYING” article, herein.
5. Provide locks with standard 2-3/4 inches (70 mm) backset with full 3/4 inch (19 mm) throw stainless steel mechanical anti-friction latchbolt. Provide deadbolt with full 1 inch (25 mm) throw, constructed of stainless steel.
6. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
7. Provide electrified options as scheduled in the hardware sets. Where scheduled, provide switches and sensors integrated into the locks and latches.
8. Provide motor based electrified locksets with electrified options as scheduled in the hardware sets and comply with the following requirements:

    a. Universal input voltage – single chassis accepts 12 or 24V DC to allow for changes in the field without changing lock chassis.
    b. Fail Safe/Fail Secure – changing mode between electrically locked (fail safe) and electrically unlocked (fail secure) is field selectable without opening the lock case
    c. Low maximum current draw – maximum 0.4 amps to allow for multiple locks on a single power supply.
    d. Low holding current – maximum 0.01 amps to produce minimal heat, eliminate “hot levers” in electrically locked applications, and to provide reliable operation in wood doors that provide minimal ventilation and air flow.
    e. Request to Exit Switch (RX) –
        1) Modular Design – provide electrified locks capable of using, adding, or changing a modular RX switch without opening the lock case.
        2) Monitoring – where scheduled, provide a request to exit (RX) switch that detects rotation of the inside lever.
    f. Connections – provide quick-connect Molex system standard.

9. Lever Trim: Solid brass, bronze, or stainless steel, cast or forged in design specified, with wrought roses and external lever spring cages. Provide thru-bolted levers with 2-piece spindles.

    a. Lever Design: Schlage 17A

2.06 ELECTRIC STRIKES

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product: Von Duprin 6000 Series.

B. Requirements:

1. Provide 12VDC electric strikes designed for use with type of locks shown at each opening.
2. Provide electric strikes UL Listed as burglary-resistant.
3. Where required, provide electric strikes UL Listed for fire doors and frames.
4. Provide transformers and rectifiers for each strike as required. Verify voltage with electrical contractor.

2.07 ELECTRONIC ACCESS CONTROL LOCKSETS – BY DIVISION 28 13 00

A. Manufacturers:

1. Scheduled Manufacturer: To establish standard of quality and design intent, wireless access control bored-type locksets specifications have been based on Schlage. Products of other manufacturers meeting or exceeding design and performance requirements specified herein will be considered for substitution subject to compliance with provisions of Division 01 Section “Product Requirements.”
2. Scheduled Manufacturer and Product: Schlage AD-400 series.
3. Acceptable Manufacturers and Products: No substitute.

2.08 CYLINDERS

A. Manufacturers:

1. Scheduled Manufacturer: Match existing

B. Requirements:

1. Provide interchangeable cylinders/cores to match Owner’s existing key system, compliant with ANSI/BHMA A156.5; latest revision; cylinder face finished to match lockset, manufacturer’s series as indicated. Refer to “KEYING” article, herein.
2. Provide the following keyway: match existing keyway.

C. Construction Keying:

1. Replaceable Construction Cores.

a. Provide temporary construction cores replaceable by permanent cores, furnished in accordance with the following requirements.
   1) 3 construction control keys
   2) 12 construction change (day) keys.

b. Owner or Owner’s Representative will replace temporary construction cores with permanent cores.

2.09 KEYING

A. Provide a factory registered keying system, complying with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.

B. Provide cylinders/cores keyed into Owner's existing factory registered keying system.

C. Comply with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.

D. Provide cylinders/cores keyed into Owner's existing keying system managed by Owner's locksmith, complying with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.

E. Requirements:

1. Provide permanent cylinders/cores keyed by the manufacturer according to the following key system.

    a. Master Keying system as directed by the Owner.

2. Forward bitting list and keys separately from cylinders, by means as directed by Owner. Failure to comply with forwarding requirements will be cause for replacement of cylinders/cores involved at no additional cost to Owner.
3. Provide keys with the following features:

    a. Material: Nickel silver; minimum thickness of .107-inch (2.3mm)
    b. Patent Protection: Keys and blanks protected by one or more utility patent(s)
    c. Geographically Exclusive: Where High Security or Security cylinders/cores are indicated, provide nationwide, geographically exclusive key system complying with the following restrictions.

4. Identification:

    a. Mark permanent cylinders/cores and keys with applicable blind code per DHI publication "Keying Systems and Nomenclature" for identification. Do not provide blind code marks with actual key cuts.
    b. Identification stamping provisions must be approved by the Architect and Owner.
    c. Stamp cylinders/cores and keys with Owner's unique key system facility code as established by the manufacturer; key symbol and embossed or stamped with "DO NOT DUPLICATE" along with the "PATENTED" or patent number to enforce the patent protection.
    d. Failure to comply with stamping requirements will be cause for replacement of keys involved at no additional cost to Owner.
    e. Forward permanent cylinders/cores to Owner, separately from keys, by means as directed by Owner.

5. Quantity: Furnish in the following quantities.

    a. Change (Day) Keys: 3 per cylinder/core.
    b. Permanent Control Keys: 3.
    c. Master Keys: 10.

2.10 KEY CONTROL SYSTEM

A. Manufacturers:

1. Scheduled Manufacturer: Telkee.
2. Acceptable Manufacturers: HPC, Lund.

B. Requirements:

1. Provide key control system, including envelopes, labels, tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet, all as recommended by system manufacturer, with capacity for 150% of number of locks required for Project.

    a. Provide complete cross index system set up by hardware supplier, and place keys on markers and hooks in cabinet as determined by final key schedule.
    b. Provide hinged-panel type cabinet for wall mounting.

2.11 DOOR CLOSERS

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product: LCN 4040XP series. No substitute.

B. Requirements:

1. Provide door closers conforming to ANSI/BHMA A156.4 Grade 1 requirements by BHMA certified independent testing laboratory. ISO 9000 certify closers. Stamp units with date of manufacture code.
2. Provide door closers with fully hydraulic, full rack and pinion action with high strength cast iron cylinder, and full complement bearings at shaft.
3. Cylinder Body: 1-1/2 inch (38 mm) diameter with 3/4 inch (19 mm) diameter double heat-treated pinion journal.
4. Hydraulic Fluid: Fireproof, passing requirements of UL10C, and requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F.
5. Spring Power: Continuously adjustable over full range of closer sizes, and providing reduced opening force as required by accessibility codes and standards.
6. Hydraulic Regulation: By tamper-proof, non-critical valves, with separate adjustment for latch speed, general speed, and backcheck.
7. Provide closers with solid forged steel main arms and factory assembled heavy-duty forged forearms for parallel arm closers.
8. Pressure Relief Valve (PRV) Technology: Not permitted.
9. Finish for Closer Cylinders, Arms, Adapter Plates, and Metal Covers: Powder coating finish which has been certified to exceed 100 hours salt spray testing as described in ANSI Standard A156.4 and ASTM B117, or has special rust inhibitor (SRI).
10. Provide special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.

2.12 DOOR TRIM

A. Manufacturers:

1. Scheduled Manufacturer: Ives.

B. Requirements:

1. Provide push plates 4 inches (102 mm) wide by 16 inches (406 mm) high by 0.050 inch (1 mm) thick and beveled 4 edges. Where width of door stile prevents use of 4 inches (102 mm) wide plate, adjust width to fit.
2. Provide push bars of solid bar stock, diameter and length as scheduled. Provide push bars of sufficient length to span from center to center of each stile. Where required, mount back to back with pull.
3. Provide offset pulls of solid bar stock, diameter and length as scheduled. Where required, mount back to back with push bar.
4. Provide flush pulls as scheduled. Where required, provide back-to-back mounted model.
5. Provide pulls of solid bar stock, diameter and length as scheduled. Where required, mount back to back with push bar.
6. Provide pull plates 4 inches (102 mm) wide by 16 inches (406 mm) high by 0.050 inch (1 mm) thick, beveled 4 edges, and prepped for pull. Where width of door stile prevents use of 4 inches (102 mm) wide plate, adjust width to fit.
7. Provide wire pulls of solid bar stock, diameter and length as scheduled.
8. Provide decorative pulls as scheduled. Where required, mount back to back with pull.

2.13 PROTECTION PLATES

A. Manufacturers:

1. Scheduled Manufacturer: Ives.

B. Requirements:

1. Provide kick plates, mop plates, and armor plates minimum of 0.050 inch (1 mm) thick, beveled four edges as scheduled. Furnish with sheet metal or wood screws, finished to match plates.
2. Sizes of plates:

a. Kick Plates: 10 inches (254 mm) high by 2 inches (51 mm) less width of door on single doors, 1 inch (25 mm) less width of door on pairs
b. Mop Plates: 4 inches (102 mm) high by 2 inches (51 mm) less width of door on single doors, 1 inch (25 mm) less width of door on pairs
c. Armor Plates: 36 inches (914 mm) high by 2 inches (51 mm) less width of door on single doors, 1 inch (25 mm) less width of door on pairs

2.14 DOOR STOPS AND HOLDERS

A. Manufacturers:

1. Scheduled Manufacturer: Ives.

B. Provide door stops at each door leaf:

1. Provide wall stops wherever possible. Provide convex type where mortise type locks are used and concave type where cylindrical type locks are used.
2. Where a wall stop cannot be used, provide universal floor stops for low or high rise options.
3. Where wall or floor stop cannot be used, provide medium duty surface mounted overhead stop.

2.15 THRESHOLDS, SEALS, DOOR SWEEPS, AUTOMATIC DOOR BOTTOMS, AND GASKETING

A. Manufacturers:

1. Scheduled Manufacturer: Zero International.

B. Requirements:

1. Provide thresholds, weather-stripping (including door sweeps, seals, and astragals) and gasketing systems (including smoke, sound, and light) as specified and per architectural details. Match finish of other items.
2. Smoke- and Draft-Control Door Assemblies: Where smoke- and draft-control door assemblies are required, provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.
3. Size of thresholds:

   a. Saddle Thresholds: 1/2 inch (13 mm) high by jamb width by door width
   b. Bumper Seal Thresholds: 1/2 inch (13 mm) high by 5 inches (127 mm) wide by door width

4. Provide door sweeps, seals, astragals, and auto door bottoms only of type where resilient or flexible seal strip is easily replaceable and readily available.

2.16 SILENCERS

A. Manufacturers:

1. Scheduled Manufacturer: Ives.

B. Requirements:

1. Provide "push-in" type silencers for hollow metal or wood frames.
2. Provide one silencer per 30 inches (762 mm) of height on each single frame, and two for each pair frame.
3. Omit where gasketing is specified.

2.17 FINISHES

A. Finish: BHMA 626/652 (US26D); except:

1. Hinges at Exterior Doors: BHMA 630 (US32D)
2. Continuous Hinges: BHMA 630 (US32D)
3. Continuous Hinges: BHMA 628 (US28)
4. Push Plates, Pulls, and Push Bars: BHMA 630 (US32D)
5. Protection Plates: BHMA 630 (US32D)
6. Overhead Stops and Holders: BHMA 630 (US32D)
7. Door Closers: Powder Coat to Match
8. Wall Stops: BHMA 630 (US32D)
9. Latch Protectors: BHMA 630 (US32D)
10. Weatherstripping: Clear Anodized Aluminum
11. Thresholds: Mill Finish Aluminum

PART 3 - EXECUTION

3.01 EXAMINATION

A. Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.

B. Field verify existing doors and frames receiving new hardware and existing conditions receiving new openings. Verify that new hardware is compatible with existing door and frame preparation and existing conditions.

C. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Where on-site modification of doors and frames is required:

1. Carefully remove existing door hardware and components being reused. Clean, protect, tag, and store in accordance with storage and handling requirements specified herein.
2. Field modify and prepare existing door and frame for new hardware being installed.
3. When modifications are exposed to view, use concealed fasteners, when possible.
4. Prepare hardware locations and reinstall in accordance with installation requirements for new door hardware and with:

a. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.
b. Wood Doors: DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."
c. Doors in rated assemblies: NFPA 80 for restrictions on on-site door hardware preparation.

3.03 INSTALLATION

A. Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.

1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
2. Custom Steel Doors and Frames: HMMA 831.
3. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."

B. Install each hardware item in compliance with manufacturer's instructions and recommendations, using only fasteners provided by manufacturer.

C. Do not install surface mounted items until finishes have been completed on substrate. Protect all installed hardware during painting.

D. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.

E. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

F. Install operating parts so they move freely and smoothly without binding, sticking, or excessive clearance.

G. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than quantity recommended by manufacturer for application indicated or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.

H. Lock Cylinders: Install construction cores to secure building and areas during construction period.

1. Replace construction cores with permanent cores as indicated in keying section.
2. Furnish permanent cores to Owner for installation.

I. Wiring: Coordinate with Division 26, ELECTRICAL sections for:

1. Conduit, junction boxes and wire pulls.
2. Connections to and from power supplies to electrified hardware.
3. Connections to fire/smoke alarm system and smoke evacuation system.
4. Connection of wire to door position switches and wire runs to central room or area, as directed by Architect.
5. Testing and labeling wires with Architect's opening number.

J. Key Control System: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.

K. Door Closers: Mount closers on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Mount closers so they are not visible in corridors, lobbies and other public spaces unless approved by Architect.

L. Closer/Holders: Mount closer/holders on room side of corridor doors, inside of exterior doors, and stair side of stairway doors.

M. Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings or in equipment room, or alternate location as directed by Architect.

N. Thresholds: Set thresholds in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."

O. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they may impede traffic or present tripping hazard.

P. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.

Q. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.

R. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.04 FIELD QUALITY CONTROL

A. Perform inspections and to prepare inspection reports to installed confirm installed work complies with contract documents and where necessary adjust hardware is properly installed and adjusted per manufacturers requirements and recommendations.

3.05 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

1. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
2. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

B. Occupancy Adjustment: Approximately three to six months after date of Substantial Completion, Installer's Architectural Hardware Consultant must examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors and door hardware.

3.06 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by door hardware installation.

B. Clean operating items as necessary to restore proper function and finish.

C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

3.07 DOOR HARDWARE SCHEDULE

A. Hardware items are referenced in the following hardware. Refer to the above-specifications for special features, options, cylinders/keying, and other requirements.

B. Hardware Sets:

HARDWARE GROUP NO. 03

PROVIDE EACH SGL DOOR(S) WITH THE FOLLOWING:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
1	EA	ELEC CLASSROOM LOCK	AD-400-MS-70-MT-SPA-BD (BY DIVISION 28)	626	SCE
1	EA	SFIC CONST. CORE	C607CCA	622	FAL
1	EA	SFIC CORE	C607	626	FAL

BALANCE OF EXISTING HARDWARE TO REMAIN. GC TO VERIFY NEW HARDWARE CAN BE INSTALLED IN EXISTING CONDITIONS.

HARDWARE GROUP NO. 04

PROVIDE EACH SGL DOOR(S) WITH THE FOLLOWING:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	CLASSROOM SECURITY	L9071HD 17A L283-711	626	SCH
2	EA	SFIC CORE	C607	626	FAL
1	EA	SURFACE CLOSER	4040XP RW/PA X MTG BRKT, SPCR & PLATE AS REQ	689	LCN
1	EA	WALL STOP	WS406/407CCV	630	IVE
3	EA	SILENCER	SR64	GRY	IVE

HARDWARE GROUP NO. 05A

PROVIDE EACH SGL DOOR(S) WITH THE FOLLOWING:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	ELEC CLASSROOM LOCK	AD-400-MS-70-MT-SPA-BD (BY DIVISION 28)	626	SCE
1	EA	SFIC CONST. CORE	C607CCA	622	FAL
1	EA	SFIC CORE	C607	626	FAL
1	EA	SURFACE CLOSER	4040XP RW/PA X MTG BRKT, SPCR & PLATE AS REQ	689	LCN
1	EA	WALL STOP	WS406/407CCV	630	IVE
3	EA	SILENCER	SR64	GRY	IVE

GC TO FILED VERIFY IF PANIC HARDWARE IS REQUIRED. IF REQUIRED, GC TO NOTIFY ARCHITECT AS A DIFFERENT HARDWARE SET WILL BE REQUIRED.

HARDWARE GROUP NO. 05B

PROVIDE EACH SGL DOOR(S) WITH THE FOLLOWING:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	POWER TRANSFER	EPT10 CON	689	VON
1	EA	EU MORTISE LOCK	L9092HDEU 17A RX (FAIL SECURE)	626	SCH
1	EA	SFIC CORE	C607	626	FAL
1	EA	SURF. AUTO OPERATOR	9531 MS AS REQ	ANCLR	LCN
3	EA	SILENCER	SR64	GRY	IVE
1	EA	MULTITECH READER	MT11/MT15 AS REQ (BY DIVISION 28)	BLK	SCE
1	EA	DOOR POSITION SWITCH	DOOR POSITION SWITCH(ES) BY DIVISION 28		
1	EA	DESK MOUNT BUTTON	660-PB BY DIVISION 28	628	SCE
1	EA	POWER SUPPLY	POWER SUPPLY BY DIVISION 28		

DOOR NORMALLY CLOSED AND LOCKED. INGRESS BY AUTHORIZED CREDENTIAL, REMOTE RELEASE OR MANUAL KEY OVERRIDE. FREE EGRESS AT ALL TIMES. AUTO OPERATOR WITH AUTHORIZED CREDENTIAL OR REMOTE RELEASE. UPON LOSS OF POWER, DOOR TO REMAIN LOCKED.

HARDWARE GROUP NO. 07A

PROVIDE EACH SGL DOOR(S) WITH THE FOLLOWING:

ALL EXISTING HARDWARE TO REMAIN.

HARDWARE GROUP NO. 07B

PROVIDE EACH SGL DOOR(S) WITH THE FOLLOWING:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
1	EA	ELECTRIC STRIKE	6211-FSE-CON (FAIL SECURE) - 12 VAC/VDC	630	VON
1	EA	DESK MOUNT BUTTON	660-PB BY DIVISION 28	628	SCE

BALANCE OF EXISTING HARDWARE TO REMAIN. GC TO VERIFY NEW HARDWARE CAN BE INSTALLED IN EXISTING CONDITIONS.
OPERATIONAL DESCRIPTION: DOOR NORMALLY CLOSED AND LOCKED. INGRESS BY AUTHORIZED CREDENTIAL, REMOTE RELEASE OR MANUAL KEY OVERRIDE. FREE EGRESS AT ALL TIMES. UPON LOSS OF POWER, DOOR TO REMAIN LOCKED.

SEE ATTACHED DOOR HARDWARE INDEX…

DoorNumber	HardwareSet	Mode
HASTINGS HS		
001-ACE-1	7A	PR
001-ACE-2	3	SGL
001-ACE-3	3	SGL
001-ACI-1	5A	SGL
ELSIK HS		
002-ACI-1	7B	SGL
002-ACI-2	7B	SGL
002-ACI-3	7B	SGL
002-ACI-4	7B	SGL
002-ACI-5	7B	SGL
002-ACI-6	7B	SGL
TAYLOR HS		
003-ACE-1	7A	PR
003-ACI-1	5A	SGL
003-ACI-2	5A	SGL
003-ACI-3	3	SGL
003-ACI-4	3	SGL
003-ACI-5	3	SGL
003-ACI-6	7B	SGL
003-ACI-7	7B	SGL
ALC		
005-ACE-1	7A	SGL
KERR HS		
006-ACE-1	7A	PR
006-ACI-1	3	SGL
006-ACI-2	5B	SGL
HASTINGS NGC		
007-ACE-1	7A	PR
007-ACI-1	3	SGL
007-ACI-2	3	SGL
007-ACI-3	3	SGL
ELSIK NGC		
008-ACE-1	7A	SGL
008-ACI-1	3	SGL
008-ACI-2	3	SGL
008-ACI-3	3	SGL
CROSSROADS		
011-ACI-1	3	SGL
011-ACI-2	3	SGL
011-ACI-3	3	SGL
011-ACI-4	3	SGL
OLLE MS		
042-ACE-1	7A	PR
042-ACI-1	7B	PR
042-ACI-2	3	SGL

DoorNumber	HardwareSet	Mode
KILLOUGH MS		
043-ACE-1	7A	PR
043-ACI-1	7B	PR
043-ACI-2	3	SGL
HOLUB MS		
044-ACI-1	3	SGL
044-ACI-2	7B	SGL
044-ACI-3	7B	SGL
044-ACI-3	3	SGL
ALBRIGHT MS		
045-ACE-1	7A	SGL
045-ACI-1	3	SGL
045-ACI-2	3	SGL
045-ACI-3	3	SGL
045-ACI-4	7B	SGL
045-ACI-5	3	SGL
045-ACI-6	3	SGL
YOUENS ES		
101-ACE-1	7A	SGL
101-ACI-1	3	SGL
101-ACI-2	5A	SGL
101-ACI-3	3	SGL
101-ACI-4	3	SGL
101-ACI-5	3	SGL
101-ACI-6	3	SGL
BOONE ES		
102-ACE-1	7A	SGL
102-ACI-1	5A	SGL
102-ACI-2	3	SGL
MARTIN ES		
103-ACE-1	7A	PR
103-ACI-1	5A	SGL
103-ACI-2	3	SGL
CHAMBERS ES		
104-ACI-1	3	PR
SMITH ES		
105-ACI-1	3	SGL
105-ACI-2	3	SGL
MAHANAY ES		
106-ACE-1	7A	SGL
106-ACI-1	3	SGL
106-ACI-2	3	SGL
106-ACI-3	5A	SGL
106-H-001	4	SGL

DoorNumber	HardwareSet	Mode
KENNEDY ES		
107-ACE-1	7A	SGL
107-ACI-1	3	SGL
107-ACI-2	3	SGL
107-ACI-3	3	SGL
107-ACI-4	3	SGL
CHANCELLOR ES		
108-ACE-1	7A	SGL
108-ACI-1	3	SGL
108-ACI-2	5B	SGL
108-ACI-3	3	SGL
LIESTMAN ES		
109-ACE-1	7A	SGL
109-ACI-1	3	SGL
109-ACI-2	3	SGL
109-ACI-3	3	SGL
109-ACI-4	3	SGL
109-ACI-5	7B	SGL
HEFLIN ES		
111-ACI-1	3	SGL
111-ACI-2	3	SGL
111-ACI-3	3	SGL
111-ACI-4	5A	SGL
111-ACI-5	5A	SGL
CUMMINGS ES		
112-ACI-1	3	SGL
112-ACI-2	5A	SGL
112-ACI-3	3	SGL
112-ACI-4	7B	SGL
REES ES		
113-ACE-1	7A	SGL
113-ACI-1	3	SGL
113-ACI-2	5A	SGL
113-ACI-3	3	SGL
113-ACI-4	7B	SGL
ALEXANDER ES		
114-ACI-1	3	SGL
114-ACI-2	3	SGL
114-ACI-3	3	SGL
114-ACI-4	3	SGL
114-ACI-5	5A	SGL
114-ACI-6	7B	SGL

DoorNumber	HardwareSet	Mode
HEARNE ES		
115-ACI-1	3	SGL
115-ACI-2	2	SGL
115-ACI-3	3	SGL
115-ACI-4	5A	SGL
115-ACI-5	5A	SGL
115-CR-22	4	SGL
LANDIS ES		
116-ACE-1	7A	PR
116-ACI-1	5A	SGL
116-ACI-2	3	SGL
116-ACI-3	3	SGL
116-ACI-4	3	PR
SNEED ES		
117-ACE-1	7A	PR
117-ACI-1	5A	SGL
117-ACI-2	3	SGL
117-ACI-3	3	SGL
117-ACI-4	3	PR
BEST ES		
118-ACE-1	7A	SGL
118-ACI-1	3	SGL
118-ACI-2	3	SGL
118-ACI-3	5A	SGL
118-ACI-4	3	PR
118-ACI-5	3	SGL
OUTLEY ES		
119-ACE-1	7A	PR
119-ACI-1	5A	SGL
119-ACI-2	3	SGL
119-ACI-3	3	SGL
119-ACI-4	3	SGL
HICKS ES		
120-ACE-1	7A	PR
120-ACI-1	3	SGL
120-ACI-2	5A	SGL
120-ACI-3	3	SGL
120-ACI-4	3	SGL
120-ACI-5	3	SGL
120-ACI-6	3	SGL

DoorNumber	HardwareSet	Mode
BUSH ES		
121-ACE-1	7A	PR
121-ACI-1	5A	SGL
121-ACI-2	3	SGL
121-ACI-3	3	SGL
121-ACI-4	3	SGL
121-ACI-5	3	SGL
121-ACI-6	3	PR
COLLINS ES		
122-ACE-1	7A	PR
122-ACI-1	3	SGL
122-ACI-2	5A	SGL
122-ACI-3	3	PR
122-ACI-4	3	SGL
122-ACI-5	3	PR
122-ACI-5A	3	SGL
122-ACI-6	3	SGL
HORN ES		
123-ACE-1	7A	PR
123-ACI-1	5A	SGL
123-ACI-2	3	SGL
123-ACI-3	5A	SGL
123-ACI-4	3	SGL
HOLMQUIST ES		
124-ACE-1	7A	PR
124-ACI-1	3	SGL
124-ACI-2	3	SGL
124-ACI-3	3	SGL
OWENS INT		
140-ACE-1	7A	PR
140-ACI-1	5A	SGL
140-ACI-2	5A	SGL
140-ACI-3	3	SGL
140-ACI-4	3	SGL
140-ACI-5	5A	SGL
140-ACI-6	3	SGL
KLENTZMAN		
141-ACE-1	7A	PR
141-ACI-1	3	SGL
141-ACI-2	5A	SGL
141-ACI-3	3	SGL
141-ACI-4	3	SGL
141-ACI-5	3	SGL
141-ACI-6	5A	SGL

DoorNumber	HardwareSet	Mode
YOUNGBLOOD INT		
142-ACE-1	7A	PR
142-ACI-1	3	SGL
142-ACI-2	3	SGL
142-ACI-3	5A	SGL
142-ACI-4	5A	SGL
142-ACI-5	3	SGL
142-ACI-6	3	SGL
142-ACI-7	3	SGL
MATA INT		
143-ACE-1	7A	PR
143-ACI-1	5A	SGL
143-ACI-2	3	SGL
143-ACI-3	3	SGL
143-ACI-4	5A	SGL
143-ACI-5	3	SGL
MILLER INT		
144-ACE-1	7A	PR
144-ACI-1	5A	SGL
144-ACI-2	3	SGL
144-ACI-3	3	SGL
144-ACI-4	5A	SGL
144-ACI-5	3	SGL
BUDEWIG INT		
145-ACE-1	7A	PR
145-ACI-1	3	SGL
145-ACI-2	3	SGL
145-ACI-3	5A	SGL
145-ACI-4	3	SGL
145-ACI-5	3	SGL
ALIEF MS		
041-ACE-1	7A	SGL
041-ACI-1	3	SGL
045-ACI-2	3	SGL
ANNEX BLDG		
922-ACI-1	7B	SGL
922-ACI-2	7B	SGL
922-ACI-3	7B	SGL
922-ACI-4	7B	SGL

END OF SECTION

SECTION 08 80 00

GLAZING

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB – Instructions to Proposers and Section 00 63 25 – Subcontractor / Manufacturer Prequalification for substitutions.

B. Scope of Work:
   01 Provide glazing at door lites as indicated on the Drawings

C. Related Work:
   01 Section 08 14 23.16 – Plastic-Laminate-Faced Wood Doors
   02 Section 08 71 00 – Door Hardware

1.2 SUBMITTALS

A. Review and comply with all provisions of section 01 33 00 – Submittal Procedures.

B. Product Data: Submit manufacturer's literature, product data, certifications and supporting information for all products proposed to be furnished, as necessary to demonstrate compliance with the specified requirements.

C. Installation Instructions: Submit manufacturer's complete installation instructions, including fastening, for all products and / or assemblies proposed to be furnished.
   01 Installation details submitted for review shall be specific to the work of this contract and accurately depict interface within the assembly(s) indicated on the Drawings.
   02 Generic details that do not depict actual conditions shall not be acceptable.

1.3 REFERENCES

A. American National Standards Institute (ANSI):
   01 ANSI Z97.1 – American National Standard for Glazing Materials Used in Buildings – Safety Performance Specifications and Methods of Test

B. American Society for Testing and Materials (ASTM):
   01 ASTM C162 – Standard Terminology for Glass and Glass Products
   02 ASTM C920 Standard Specification for Elastomeric Joint Sealants
   03 ASTM C1036 – Standard Specifications for Flat Glass
   04 ASTM C1048 – Standard Specification for Heat-Treated Flat Glass – Kind HS, Kind FT Coated and Uncoated Glass.
   05 ASTM E1300 – Standard Practice for Determining the Minimum Thickness and Type of Glass Required to Resist a Specified Load.
   06 ASTM E2010-01 – Standard Test Methods for Positive Pressure Fire Tests for Window Assemblies.

C. National Fire Protection Association (NFPA):
   01 NFPA 80 – Fire Doors and Windows.
   02 NFPA 252 – Fire Tests of Door Assemblies.

03 NFPA 257 – Fire Tests of Window Assemblies.

1.4 QUALITY ASSURANCE

A. In addition to complying with pertinent codes and regulations of governmental agencies having jurisdiction, comply with pertinent recommendations contained in:
   01 Flat Glass Marketing Association:
      a. Glazing Sealing Systems Manual
      b. Glazing Manual

B. Fire Protective Rated Glass: Each lite shall bear permanent, nonremovable label of UL certifying it for use in tested and rated fire protective assemblies.

C. Fire Protective Glazing Products for Door Assemblies: Products identical to those tested per ASTM E2074-00, classified and labeled by UL acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Glass: The following manufacturers are acceptable provided proposed products meet or exceed all specified requirements:
   01 Oldcastle Glass
   02 Ford Glass
   03 AFG Industries, Inc.
   04 HGP Industries
   05 TPG

2.3 GLASS MATERIALS

A. Glass Type Fully Tempered Clear Glass
   01 1/4" thick.
   02 Complying with ASTM C1048, Type 1, Class 1 (clear), Quality 3, Kind FT.
   03 Clear
   04 Use at all non-fire-rated interior glazing unless indicated otherwise.

B. Glazing Materials at Aluminum Framing:
   01 Sealant: Comply with Federal Spec. TT-S-00230

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Clean glazing channels, stops, and rabbets to receive the glazing materials, making free from obstructions and deleterious substances which might impair the work.
   01 Remove protective coatings which fail in adhesion or interfere with bond of sealants.
   02 Comply with manufacturer's' instructions for final wiping of surfaces immediately prior to application of primer and glazing compounds or tapes.

3.3 INSTALLATION – GLASS

A. Inspect each piece of glass immediately prior to start of installation.
   01 Do not install items which are improperly sized, have damaged edges, are scratched, abraded, or damaged in any other manner.

02 Do not remove labels from glass until so directed by the Architect.
03 Install glass so distortion waves, if present, run in a horizontal direction.

B. Set glass in a manner which produces the greatest possible degree of uniformity in appearance.

C. Mask, or otherwise protect surfaces adjacent to installation or sealants.

END OF SECTION

SECTION 09 21 16

GYPSUM BOARD ASSEMBLIES

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB - Instructions to Proposers and Section AF – Subcontractor and Manufacturer Prequalification for substitutions.

B. Scope of Work:
   01 Interior metal framing for gypsum board construction.
   02 Removal of existing gyp board partitions and framing new openings existing at gyp board partitions.

C. Related Work:
   01 Section 08 11 13 – Hollow Metal Doors and Frames
   02 Section 09 91 00 – Painting and Re-Painting

1.2 SUBMITTALS

A. Review and comply with all provisions of section 01 33 00 – Submittal Procedures.

B. Product Data: Submit manufacturer's literature, product data, certifications and supporting information for all products proposed to be furnished, as necessary to demonstrate compliance with the specified requirements.

C. Shop Drawings: Submit complete shop drawings consisting of design, fabrication and erection / installation of proposed assemblies.
   01 Show profiles, sizes, spacing and locations of assembled components.
   02 Show details of shop fabrications, connections and details.
   03 Show details of field fabrications, connections and details.

D. Installation Instructions: Submit manufacturer's complete installation instructions, including fastening, for all products and / or assemblies proposed to be furnished.
   01 Installation details submitted for review shall be specific to the work of this contract and accurately depict interface within the assembly(s) indicated on the Drawings.
   02 Generic details that do not depict actual conditions shall not be acceptable.

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM):
   01 ASTM C473 – Standard Test Methods for Physical Testing of Gypsum Panel Products.
   02 ASTM C475 – Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board.
   03 ASTM A653/A653M – Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanealed) by Hot-Dip Process
   04 ASTM C840 – Standard Specification for Application and Finishing of Gypsum Board.

05 ASTM C954-10 – Standard Specifications for Steel Drill Screws for the Application of Gypsum Panel Products to Steel Studs
06 ASTM C1002 – 07 – Standard Specifications for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products to Steel Studs
07 ASTM C1177 – Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing.
08 ASTM C1280 – Standard Specification for Application of Gypsum Sheathing.
09 ASTM C1396 – Standard Specification for Gypsum Board.
10 ASTM E119 – Standard Test Methods for Fire Tests of Building Construction and Materials.

B. Gypsum Association:
01 GA-214 – Recommended Levels of Gypsum Board Finish.
02 GA-216 – Application and Finishing of Gypsum Panel Products.

1.4 DESIGN REQUIREMENTS

A. Non-Load-Bearing Metal Framing Deflection:
01 L/240 at 5 PSF for typical gypsum board walls.

B. Mold-Resistant Characteristics: Rating of 10 according to ASTM D3273 mold testing.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original packages, containers or bundles bearing name and identification of manufacturer or supplier.

B. Store materials inside under cover and keep dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic and other causes. Neatly stack gypsum boards flat to prevent sagging.

C. Handle gypsum board to prevent damage to edges, ends, and surfaces. Do not bend or damage metal corner beads and trim.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. The design of metal stud drywall framing and similar components is based on products manufactured by ClarkDietrich.

B. The following additional metal stud framing manufacturers are acceptable provided proposed products meet or exceed all specified requirements.
01 Cemco
02 Marino/Ware
03 Semco
04 Telling Industries.
05 The Steel Network

C. Gypsum Wall Board: Provide domestically manufactured gypsum wall board.
01 U. S. Gypsum Co.
02 National Gypsum Company
03 American Gypsum
04 Georgia Pacific
05 Temple–Inland Forest Products Corp.
06 James Hardie Industries

D. Requests for substitutions of above must be submitted to the Architect a minimum of 10 days prior to proposal / bid date

2.2 STUD FRAMING MATERIALS

A. The Drawings indicate locations of partitions / stud framing and the size of the stud to be used. The contractor is responsible for providing the appropriate stud mil thickness relative to the height and configuration of the assembly.
   01 The minimum thickness for all interior framing materials shall be 33 mils.
   02 Physical features of materials proposed to be furnished shall meet or exceed all requirements outlined below.

B. All metal framing members shall be channel type, screw type studs and runners, punched cee studs.
   01 33 mil and 43 mil material fabricated from steel with minimum 33 KSI yield strength
   02 54 mil and heavier materials fabricated from steel with minimum 50 KSI yield strength
   03 Conforming to ASTM C645 Standard Specification for Non-Structural Steel Framing Members.
   04 Minimum G-40 galvanized steel – ASTM A653. Galvannealed material is not acceptable. Coating equivalents are not acceptable
   05 Provide in sizes as indicated on the drawings and required for the actual installation assembly.

C. The following is the minimum Mil thicknesses for studs:
   01 33 Mils minimum stud thickness to be provided at any location; unless indicated otherwise on the Drawings or required to be heavier by specification or unbraced assembly height as determined by the installer.
   02 54 Mils where indicated on the Drawings

D. Mil thicknesses of studs shall be based on 16" O.C. framing with the maximum, laterally unbraced height at each condition in accordance with the following schedule based on gypsum board applications:
   01 5 PSF at L/240 conditions; standard gyp board drywall partitions to receive a painted or vinyl wall covering finish.

Stud Size	Height 33 Mils	Height 54 Mils
3-5/8"	16'-9"	19'-6"

   02 Where heights exceed limits stated above, framing at less than 16" O.C. or use of heavier mil thicknesses shall be allowed, conditional on submittal of engineered calculations for each specific condition; sealed and signed by a Texas licensed structural engineer.

E. The gross Section Modulus (Sx) value for interior metal framing members shall be minimum:

Member Size	33 Mil Sx	54 Mil Sx
3-5/8"	0.258	0.410

F. All above material mil thicknesses, performance criteria and related values are minimum requirements.
   01 Under NO circumstances shall any stud product less than 33 mils be acceptable.

G. Stud tracks shall be provided in the same mil thickness or heavier than the studs they are associated with.
   01 Stud sill / floor track leg height shall be minimum 1-1/4".
   02 Head tracks which anchor to structural steel or floor / roof deck shall have a minimum 2" leg height (deep track) and be fabricated and installed to allow movement and flexibility of studs nested within the track.

H. Studs at all framed door openings shall be installed with full-height (floor to structural steel above).
   01 Typical Installation: Provide double studs at each side of opening; clipped / fastened together to result in a single composite assembly.
   02 Installation at jamb directly adjacent / perpendicular to an existing partition shall be a composite assembly comprised of four (4) 54 mil studs. Refer to Drawings for additional information.
   03 Coordinate with other trades where additional miscellaneous steel bracing is required.

I. Structural metal stud bracing is required at each door opening 48" or wider.
   01 Provide two (2) 54 mil studs at each jamb of frame.
   02 Studs shall be fastened together to form a single composite unit.
   03 Studs shall extend and be secured to steel structure above.
   04 Field verify conditions and requirements.

J. Horizontal Bracing: shall be minimum 54 Mil cold rolled channels with 1/2" legs. Provide in sizes in accordance with punched openings in studs.
   01 Horizontal bracing shall be either welded in place to each stud; or fastened with a clip specifically designed for the purpose.
   02 Provide one row of horizontal bracing at mid-span of partitions up to 12'-0" high; and at 5'-0" O.C. for partitions higher than 12'-0"

K. Provide all accessories including, but not limited to, tracks, clips, web stiffeners, spacers, anchors, fastening devices, resilient clips, and other accessories required for a complete and proper installation, and as recommended by the manufacturer for the steel member and assembly being used.

L. Metal to Metal Connections:
   01 Framing fasteners shall be self-drilling / self-tapping screws.
   02 Framing screws shall be #10-16x5/8" hex washer head screw.
   03 Welded connections shall be fillet or flare welds as recommended by the manufacturer for the specific connection conditions.

2.3 WALL BOARD MATERIALS

A. General Design Basis: All gypsum wallboard shall be USG 5/8 inch thick, Type X, tapered-edged. Sizes shall be 4'-0" wide by longest practical length to minimize joints.
   01 Suitable for use in fire rated assemblies.

B. Corner Beads: No. 28 gauge galvanized steel, 1-1/4 inch legs. Use at all exterior corners.

C. Joint Compound (Taping): Standard types manufactured by gypsum wallboard manufacturer for intended use. Fire rated type must be used on fireproof systems.

D. Laminating Adhesives: Standard type manufactured or recommended by manufacturer of product to be laminated.

E. Fasteners (screws) shall be U.S.G. type “S” drywall screws, minimum 1-1/4” length, or longer as required to penetrate metal framing components a minimum of 1/2".

PART 3 - EXECUTION

3.1 METAL FRAMING INSTALLATION

A. Floor Track: Attach to floor at 24 inch maximum centers with shoot-in pins or concrete nails.

B. All metal framing shall extend to floor or roof structure / deck above, unless shown otherwise on the Drawings.
   01 Fasten tracks at 24” intervals and more often where necessary.
   02 Where framing is perpendicular to joists, provide additional bracing as required.

C. Studs:
   01 Single lengths positioned vertically in the runners, spaced 16 inches O.C. maximum unless otherwise shown.
   02 Install double studs at framed opening jambs. Install stud bracing on each side of opening at frame head height between jamb studs and adjacent studs.
   03 Secure studs to stud track on both sides at bottom track prior to installation of gyp board.
   04 Where framing extends to structure or floor / roof deck, secure studs to both sides at bottom track prior to installation of gyp board. Temporarily fasten top track to stud as required to hold plumb in place. Secure / fasten gyp board to studs +/- 1” below bottom of track leg. Do not permanently fasten gyp board or stud directly to top track. Remove temporary track fastener to provide vertical movement of studs within the top track.

D. Wall Reinforcement: Provide horizontal bridging in all stud walls in accordance with the manufacturer’s standards and recommendations.

E. Metal Stud Framing at Door Jambs:
   01 Where indicated on the Drawings, metal stud framing at door jambs shall be comprised of four (4) 54 mil metal studs, securely fastened to produce a single composite assembly.
   02 Assemblies shall extend full height, floor to steel structure above and be securely fastened.

3.2 WALLBOARD INSTALLATION

A. Select the maximum practical length to minimize end joints. All end joints shall be neatly fitted and staggered. Joints on opposite sides of partition shall be so arranged as to occur on different studs.

B. Install metal corner bead at external corners. Where length of the corner does not exceed standard stock lengths, use a single length.

C. Install gypsum board 1/2 inch above surface of slab to prevent wicking of moisture.

D. Install metal trim where indicated and all wall board not terminating under frames or behind bases shall be trimmed with galvanized "J" mold.

E. Apply at least three coats of joint compound over beads, screw heads and trim, and each coat shall be feathered out onto panel faces. Refer to Para. 3.7 Workmanship Tolerances for level of finish required.

F. Float out and sand joints to make joints invisible when painted with non-texture paint. Refer to Para. 3.6 Workmanship Tolerances for level of finish required.

G. Caulk around pipes, ducts, structure or similar items which penetrate drywall systems.

H. Fasten wallboard at 12 inches O.C., except at the edges/joints which shall be at 8 inches O.C.

I. Edge-Grip Clips: Position clips on the back of the panels and drive prongs into panel edges. Space clips 16 inches O.C. Screw-attach clip to framing, furring or wall surface.

J. At all wrap-around hollow metal frames, gyp board shall extend ½" minimum into frame throat.

K. At all exterior metal framed walls extend gypsum wall board from floor to deck unless noted otherwise.

3.3 WORKMANSHIP TOLERANCES and REQUIRED LEVEL OF FINISH

A. Wallboard:

01 Visual: Correct any nicks, bumps, out-of-level or out-of-plumb areas detectable to the naked eye.

02 Float solid between corner beads less than 36 inches apart. Surfaces that appear concave are not acceptable.

03 Provide "J" mold and continuous 1/4 inch reveal wherever gypsum board directly abuts other material or when the end is exposed.

04 Float control joints flush with the wall surface so that ceiling wall molds that are specified separately will align flat and straight with the wall surface.

B. Required Level of Gypsum Drywall Finish (refer to Gypsum Association publications for standards):

01 All gypsum wallboard shall be finished to a level 4 unless specifically scheduled or noted otherwise. All joints and interior angles shall have tape embedded in joint compound and 2 separate coats of joint compound applied over all flat joints and 1 separate coat of joint compound applied over interior angles. Fastener heads and accessories shall be covered with 3 separate coats of joint compound. All joint compounds shall be smooth and free of tool marks and ridges.

END OF SECTION

SECTION 09 51 13

ACOUSTICAL TILE CEILINGS

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

B. Refer to Section AB - Instructions to Proposers and Section AF – Subcontractor and Manufacturer Prequalification for substitutions.

C. Scope of Work:
- 01 Removal and reinstallation f existing acoustical ceiling grid and tile as required to install new gypsum board partitions.
- 02 Provide new acoustical ceiling tile and grid in the event of damage to existing acoustical ceiling systems making them unsuitable for reinstallation.

D. Related Work:
- 01 Section 09 21 16 – Gypsum Board Assemblies

1.2 SUBMITTALS

A. For the purpose of removal and reinstallation of existing acoustical ceiling systems, there are no requirements for submittals.
- 01 Submit the following only if new acoustical ceiling systems must be installed.

B. Review and comply with all provisions of section 01 33 00 – Submittal Procedures.

C. Product Data: Submit manufacturer's literature, product data, certifications and supporting information for all products proposed to be furnished, as necessary to demonstrate compliance with the specified requirements.

D. Installation Instructions: Submit manufacturer's complete installation instructions, including fastening, for all products and / or assemblies proposed to be furnished.
- 01 Installation details submitted for review shall be specific to the work of this contract and accurately depict interface within the assembly(s) indicated on the Drawings.
- 02 Generic details that do not depict actual conditions shall not be acceptable.

E. Color / Finish Samples
- 01 Provide two (2) samples of each finish for suspension grid and ceiling tile for selection by the Engineer.
- 02 Finish samples shall be provided of / on actual material; paper or digital samples shall not be accepted.
- 03 Minimum size shall be 4" x 4" for acoustical tile, and minimum 8" length of suspension grid; but must be large enough to convey attributes of the proposed product.

1.3 QUALITY ASSURANCE

A. Project Conditions:
- 01 Maintain temperature at minimum 60 degrees F° and humidity if 40% to 50% prior to, during, and after installation.

B. References:
01 ASTM C635 – Standard Specifications for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-In Panel Ceilings.
02 ASTM C636 - Standard Practice for the Installation of Metal Suspension Systems for Acoustical Tile and Lay-In Panels.
03 ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials
04 ASTM C1396 – Standard Specification for Gypsum Board.
05 ASTM E1264 – Standard Classification for Acoustical Ceiling Tile.
06 Underwriters Laboratory (UL) assemblies as required for the Work. Refer to the Drawings and other Specification sections for locations, UL Designs and requirements for fire rated assemblies

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Design of Acoustical Tile Ceilings is based on products and assemblies as manufactured by Armstrong World Industries.

B. The following manufacturers are acceptable for use for this Section, provided all specified requirements are met or exceeded.
01 Donn Products, Inc.
02 USG
03 Chicago Metallic
04 CertainTeed
05 Conwed

2.2 NON-FIRE-RATED LAY-IN CEILING SYSTEMS

A. The following products are to be used as a guide; however, the intent of providing new products is to match the existing materials that remain.
07 Field verify all conditions and requirements.

B. Suspension System – Non-Rated Assemblies
01 Design is based on Armstrong “Prelude XL Fire Guard” 8300WH Exposed Tee suspension system.
02 Pattern Size: 24” x 24”
03 Cross Section: 1-1/2” x 15/16”.
04 Standard hot-dipped galvanized steel (ASTM C635).
05 Finish: Factory Pre-Painted - baked polyester.
06 Typical Color: Low sheen satin - White.
07 Non-Typical Color: Low sheen satin – Black. To be used at dark rooms, black-box theaters and other locations as indicated on the Drawings.
08 Provide 9/16” x 15/16” angle molding at interface of all vertical walls. Material to match primary suspension system material(s).
09 Provide UL approved hold down clips where required by UL Design(s).

C. Acoustical Lay-In Tiles – Non- Rated Assemblies:
01 Design is based on Armstrong “Fine Fissured” acoustical ceiling tile.
02 Armstrong no. 824 Cortega, square edge
03 Size: 24” x 24” x 5/8”
04 Typical Color: White.
05 Fire Rating: UL Class A, suitable for use in rated assemblies.

06 HumiGuard Plus sag resistant.
07 BioBlock+ anti-microbial
08 Minimum NRC: 0.55
09 Minimum CAC: 35 dB
10 Minimum Light Reflectance: 85%

2.3 1-HOUR FIRE RATED LAY-IN CEILING SYSTEMS

A. The following products are to be used as a guide; however, the intent of providing new products is to match the existing materials that remain.
01 Field verify all conditions and requirements.

B. Suspension System – 1-Hour Fire-Rated Assemblies
01 Design is based on Armstrong "Prelude XL Fire Guard" 8300WH Exposed Tee suspension system.
02 Pattern Size: 24" x 24"
03 Cross Section: 1-1/2" x 15/16".
04 Standard hot-dipped galvanized steel (ASTM C635).
05 Finish: Factory Pre-Painted - baked polyester.
06 Typical Color: Low sheen satin - White.
07 Non-Typical Color: Low sheen satin – Black. To be used at dark rooms, black-box theaters and other locations as indicated on the Drawings.
08 Provide 9/16" x 15/16" angle molding at interface of all vertical walls. Material to match primary suspension system material(s).
09 Provide UL approved hold down clips where required by UL Design(s).

C. Acoustical Lay-In Tiles – 1-Hour Rated Assemblies:
11 Design is based on Armstrong "Fine Fissured" acoustical ceiling tile.
12 Armstrong no. 824 Cortega, square edge
13 Size: 24" x 24" x 5/8"
14 Typical Color: White.
15 Fire Rating: UL Class A, suitable for use in rated assemblies.
16 HumiGuard Plus sag resistant.
17 BioBlock+ anti-microbial
18 Minimum NRC: 0.55
19 Minimum CAC: 35 dB
20 Minimum Light Reflectance: 85%

2.4 OTHER PRODUCTS

A. Suspension Wire:
01 12-gauge solid, galvanized steel wire in lengths as required to overhead structural elements for the installation of each specific room / area.
02 Maximum Spacing: at 4'-0" O.C. both directions, wrapped tightly at least 3 full turns.
03 Provide a separate hanger wire at each corner of all lay-in light fixtures.
04 Verify and adhere to additional hanger and spacing conditions as required by provisions of Division 16 – Electrical, and UL Designs for rated assemblies.

B. Suspension Clips
01 Design is based on Nitroset Solid Propellant Fastening System; CLU222.
02 Configuration: Utility Clip Assembly
03 Minimum Size: 7/8" shank length; 1/8" shank diameter.
04 Allowable Loads (based on 4000 PSI concrete) at 3/4" embedment depth:
a. Tension: 120 lb.ft.
b. Shear: 165 lb.ft.

c. 45-Degree: 120 lb.ft.

05 Provide where structural conditions do not facilitate suspension wire fastening directly to steel structure.

06 Fastening to Metal Decks: Allowable only at deck valleys where a minimum of 2-1/2" depth of concrete is present.

C. Retention Clips:

01 Design of retention clips is based on Armstrong World Industries No. 414 Retention Clip; or equal accepted by the Engineer.

02 Provide at locations indicated on the Drawings and / or required by specified UL design.

D. Fixture Covers: Where ceilings are part of a fire-rated assembly and required by the UL design, provide UL conforming acoustical tile covers at light fixtures, and other fixtures / equipment installed through the ceiling plane.

PART 3 - EXECUTION

3.1 REMOVAL OF EXISTING CEILING SYSTEMS

A. Coordinate with other trades as required to determine limits of ceiling removal required for proper installation of their respective Work.

B. Carefully remove existing acoustical ceiling tile and grid in such a manner that they will be suitable for reinstallation.

C. Carefully store acoustical ceiling tile and grid as required to prevent damage prior to being reinstalled.

01 Replace damaged components with new components to match existing systems and components.

3.2 PREPARATION

A. Ensure that walls are flat and wall corners square. Commencing work shall be construed as acceptance of preceding work performed by others, as suitable to receive work specified in this Section.

01 Ceiling wall angles shall be flush with substrate.

02 Maximum deviation from flush shall be 1/16".

B. Do not install any ceiling tile until all above ceiling inspections and corrections have been completed.

3.3 SUSPENDED CEILING SYSTEMS

A. General:

01 Carefully cut and or modify existing suspension grid components as require to fit new partition configuration.

02 Provide new wall angle on new partitions as required to accept the reinstalled suspension system.

03 Ceilings shall be installed level, within a tolerance of 1/8" per 10'-0", non-cumulative.

B. Suspension Wires:

01 Re-use existing suspension wires where possible.

02 Provide new suspension wires as required to complete the reinstallation of existing suspension systems.

03 Suspension wires shall be wrapped over structural steel components and twisted a minimum of 3 times (1080 degrees).

04 Maximum suspension wire may be angled up to a maximum of 45 degrees.

C. Suspension Clips:

01 Suspension clips shall be permitted only where structural steel components do not permit installation per the paragraph above.

02 Architect must approve all locations where suspension clips are proposed to be fastened to metal floor or roof deck.

03 All connections to metal decks shall be made at the valley configuration of the metal deck surfaces.

04 Connection to horizontal valley surfaces of the metal deck shall be minimized; and connections shall be at the angled walls of the deck valleys.

05 Install suspension clips in strict accordance with manufacturer's standards and recommendations, using manufacturer's equipment specifically designed for the purpose.

D. Attachment of grid members to wall molding with pop rivets is not permitted.

01 Hanger wire at 45 degrees, approximately 10 inches long may be used to tie the grid to the wall above the ceiling to prevent eventual disengagement of the two components.

E. Install ceiling systems by skilled workmen in accordance with manufacturer's printed instructions, the reviewed shop drawings and reflected ceiling plans.

01 Exposed surfaces of acoustical units shall be level and flush, with all joints straight and true.

02 Cutting and fitting around all items protruding through acoustical ceiling shall be done neatly.

03 Wall angles and edge moldings shall have flush hairline joints, with all corners mitered.

04 Where indicated or required, install retention clips at sides of acoustical panels in accordance with manufacturer's standards and instructions.

F. Align beams or tees with angle molding at corners, unless authorized by Engineer.

G. Fixture Covers:

01 At required locations, install fixture covers at all light fixtures and other required fixtures / equipment installed in the ceiling grid.

02 Installation shall conform to the specified UL design with respect to configuration, assembly and installation.

END OF SECTION

SECTION 09 65 00

FLOORING AND RESILIENT MATERIALS

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB – Instructions to Proposers and Section AF – Subcontractor / Manufacturer Prequalification for substitutions.

B. Scope of Work:
   01 Carefully cut and remove existing finish flooring materials as required for installation of new hollow metal door frames and gypsum board drywall partitions.
   02 Provide new resilient cove base at all new gypsum board drywall partitions

C. Related Work:
   01 Section 09 21 16 – Gypsum Board Assemblies

1.2 SUBMITTALS

A. Review and comply with all provisions of section 01 33 00 – Submittal Procedures.

B. Product Data: Submit manufacturer's literature, product data, certifications and supporting information for all products proposed to be furnished, as necessary to demonstrate compliance with the specified requirements.

C. Installation Instructions: Submit manufacturer's complete installation instructions, including fastening, for all products and / or assemblies proposed to be furnished.

D. Color / Finish Samples
   01 Provide two (2) samples of each finish for selection by the Architect.
   02 Finish samples shall be provided of / on actual material; paper or digital samples shall not be accepted.
   03 Minimum size shall be 3" x 3", but must be large enough to convey attributes of the proposed product.

1.3 QUALITY ASSURANCE

A. Deliver materials in good condition to the jobsite in the manufacturer's original unopened containers that bear the name and brand of the manufacturer, project identification, and shipping and handling instructions.

B. Store materials in a clean, dry, enclosed space off the ground, and protected from the weather and from extremes of heat and cold. Protect adhesives from freezing. Store flooring, adhesives and accessories in the spaces where they will be installed for at least 48 hours before beginning installation.

C. ASTM E648 Critical Radiant Flux of 0.45 watts per sq. cm. or greater, Class I.

D. ASTM E662 (Smoke Generation) Maximum Specific Optical Density of 450 or less.

PART 2 - PRODUCTS

2.1 FLOORING MATERIALS

A. New Flooring Material: There are not specific new flooring materials required for this project.

B. Existing Flooring Material: New drywall partitions are being installed at locations where finish flooring already exists.
   01 At such locations, the existing flooring materials will be carefully cut as required to seat the metal stud sill track directly on the concrete slab.
   02 Coordinate as with other trades as required to determine exact scope of work at each location.
   03 Existing finish flooring will be carpet or resilient tile flooring.

2.2 RESILIENT RUBBER MANUFACTURERS

A. Design of resilient materials is based on specific products, finishes and colors as manufactured by Roppe as identified on the Drawings.

B. The following manufacturers may be acceptable provided the products proposed for use are equal to the basis of design products, including color if specific products as identified on the Drawings and / or finish schedules.
   01 R.C. Munson
   02 Flexco
   03 Nora Rubber Co.
   04 Burke-Mercer
   05 Johnsonite

2.3 RESILIENT MATERIALS

A. Base:
   01 Quality Standard. ASTM-1861-98, Type TS 100% rubber base with matching end stops and molded corner units.
   02 Type. Top-set cove; 48 inch lengths or in roll
   03 Height. 4 inches, unless shown otherwise
   04 Thickness. Full 0.125
   05 Color. The intent and scope includes matching existing rubber cove base installed at existing partitions adjacent to new partitions. Field very conditions and provide matching rubber cove base.

B. Primers and Adhesives
   01 Concrete Slab Primer: Non-staining type as recommended by material manufacturers.
   02 Adhesives: Waterproof, stabilized type as manufactured by resilient material manufacturer.

PART 3 - EXECUTION

3.1 REMOVAL OF EXISTING FLOORING

A. Carefully cut and remove existing flooring material as required to properly install new metal stud framing and / or hollow metal door frames.

B. Carefully coordinate with other trades to determine exact requirements and extents of flooring to be removed.

C. Remove existing flooring only to the extent that allows installation of metal framing and / or hollow metal frames in such a manner that newly cut edges of existing flooring will not be exposed in finished installation of drywall partitions and / or hollow metal door frames.

3.2 INSPECTION

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.3 INSTALLATION

A. Installing Base:
   01 Install base on solid backing. Adhere tightly to wall and floor surfaces.
   02 Use factory-preformed exterior corners, and factory preformed or job-mitered interior corners.
   03 Scribe and fit to doorframes and other obstructions.
   04 Install base on all casework as shown, unless otherwise noted.
   05 Provide “Liquid Nails” adhesive at all transitions.

3.4 CLEANING AND PROTECTING

A. Remove excess adhesive and other blemishes from exposed surfaces, using neutral cleaner recommended by the manufacturer of the resilient materials.

END OF SECTION

SECTION 09 91 00

PAINTING AND RE-PAINTING

CONDITIONS OF THE CONTRACT, SUPPLEMENTARY CONDITIONS AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Refer to Section AB - Instructions to Proposers and Section AF – Subcontractor and Manufacturer Prequalification for substitutions.

B. Scope of Work: Work under this Section includes furnishing all labor, material, equipment and accessories necessary for completion of all painting and staining.
   01 Painting at new and existing drywall partitions relative to ne Work being installed.
   02 Painting new hollow metal door frames and door lite frames.

C. Related Work
   01 Section 08 11 13 – Hollow Metal Doors and Frames
   02 Section 09 21 16 – Gypsum Board Assemblies

1.2 RESPONSIBILITY OF COORDINATION

A. Coordinate the work specified herein with the following work:
   01 Provide information to preceding trades for proper preparation of substrate.
   02 Inspect substrate before proceeding to verify proper preparation.
   03 Notify Architect of any item to receive paint which may not be covered by a scheduled finish type. Architect will furnish appropriate specification.

1.3 SUBMITTALS

A. Review and comply with all provisions of section 01 33 00 – Submittal Procedures.

B. Product Data: Submit manufacturer's literature, product data, certifications and supporting information for all products proposed to be furnished, as necessary to demonstrate compliance with the specified requirements.

C. Installation Instructions: Submit manufacturer's complete installation instructions, including fastening, for all products and / or assemblies proposed to be furnished.
   01 Installation details submitted for review shall be specific to the work of this contract and accurately depict interface within the assembly(s) indicated on the Drawings.
   02 Generic details that do not depict actual conditions shall not be acceptable.

D. Maintenance Instructions: Submit manufacturer's complete maintenance instructions and recommendations for all products and / or assemblies proposed to be furnished.
   01 Include recommended cleaning products and instructions for use.
   02 Where applicable, provide recommended maintenance schedules and procedures.

E. Color / Finish Samples
   01 Provide two (2) samples of each finish for selection by the Architect.

02 Finish samples shall be provided of / on actual material; paper or digital samples shall not be accepted.
03 Minimum size shall be 3” x 3”, but must be large enough to convey attributes of the proposed product.
04 Provide each type of finished brick to be provided in quantities sufficient to show range of color where applicable.
05 Samples of brick ties proposed to be furnished.
06 Samples of full range of actual mortar color selections. Paper or digital samples are not acceptable.
07 Sample of mortar deflector proposed to be furnished.

1.4 QUALITY ASSURANCE

A. Materials shall be applied directly from containers in which material is purchased. No exceptions.

B. Subcontractor shall provide to Owner and Architect a notarized certification that paint used is as specified in writing by the Architect.

C. Number of coats of each of several finishes shall be in accordance with detailed specifications, which will produce first quality finish if properly applied. If number of coats specified fails to produce a finish acceptable to Architect, this Contractor shall apply additional coat(s) at his own expense until an acceptable finish is achieved.

D. Provide primers and other undercoat paints produced by same manufacturer as finish coats. Use thinners recommended by paint manufacturer's printed instructions.

E. Deliver products to jobsite in unbroken containers bearing manufacturer's labels, intact and legible at time of use.

1.5 WARRANTY

A. The undertaking of a painting subcontract will indicate that the subcontractor will warrant the work specified herein for two years against becoming unserviceable or causing an objectionable appearance, resulting from either defective or nonconforming materials and workmanship.

B. Defects shall include by not be limited to the following:
01 Discoloring noticeably by yellowing, streaking, blooming, changing color or darkening
02 Mildew
03 Peeling, cracking, blistering, alligatoring or releasing from the substrate
04 Chalking or dusting excessively
05 Changing sheen in irregular fashion.
06 Change in sheen and / or color resulting from re-application of paint using a different application method than use on original coating(s) (i.e. brush touch-up on a surface originally sprayed).
07 Softening or becoming tacky
08 Bubbling

C. In the event of damage, immediately make all repairs and replacements necessary for approval of the Architect, and at no additional cost to the Owner.

1.6 PRODUCT HANDLING

A. Store only approved materials at the jobsite, storing only in a suitable and designated area restricted to the storage of paint materials and related equipment.

B. Temperature in the storage area shall be between 40oF and 110oF. Open and mix all materials in the storage area.

C. Use all means necessary to protect materials before, during, and after application, and to protect the installed work and materials of all other trades.

D. Apply water-base paints only when temperature of surfaces to be painted, and surrounding air temperatures are between 50oF (10oC) and 90oF (32oC), unless otherwise permitted by paint manufacturer's printed instructions.

E. Apply solvent-thinned paints only when temperature of surfaces to be painted, and surrounding air temperatures are between 45oF (7oC) and 95oF (35oC), unless otherwise permitted by paint manufacturer's printed instructions.

F. Do not paint in snow, rain, fog or mist, or when relative humidity exceeds 85%, or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions. Painting may be continued during inclement weather, if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer, during application and drying periods.

1.7 EXTRA STOCK

A. Upon completion of the work of this Section, deliver to the Owner, an extra stock equaling 10 percent or a minimum of 1 gallon, whichever is greater, of each color, type, and gloss of paint used in the work.

01 Make sure each container is tightly sealed, clearly labeled with contents, and location where used.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. All paint materials selected for coating systems for each type of surface shall be the product of a single manufacturer and shall, as a system, have flame spread, fuel contribution, and smoke density test results less than 25.

B. Paint materials listed herein, unless otherwise designated in the "Painting Schedule", are the products of Sherwin Williams., and require no further approval as to manufacturer or catalogue number.

C. Similar first line material of one of the following manufacturers may be used subject to approval by the Architect for items indicated to be coated with Sherwin Williams materials:

01 Benjamin Moore Co. (Moore)
02 Pratt & Lambert (P&L)
03 Tnemec Coatings

2.2 MATERIALS

A. The following is a specification of typical painted items and does not specifically include every item that is to receive paint. It should, however, establish type and quality of finish for all items normally included in a complete paint job.

B. Interior Gypsum Drywall and Ceilings – Enamel Finish:
   01 1 coat – SW Promar 200 Zero VOC Latex Primer B28W02600. 1.1 mils DFT
   02 2 coats – SW Promar 200 Zero VOC Latex B24-2600 Series. 1.4 mils DFT each coat

C. Interior Galvanized Metal:
   01 1 coat – SW ProCryl Water Based Universal Primer B66-310 Series. 2.0 – 4.0 mils DFT
   02 2 coats – SW ProClassic Waterborne Acrylic S/G Enamel B31W51 Series. 1.4 mils DFT each coat

D. Interior Non-Galvanized Metal:
   01 1 coat – SW ProCryl Water Based Universal Primer B66-310 Series. 2.0 – 4.0 mils DFT
   02 2 coats – SW ProClassic Waterborne Acrylic S/G Enamel B31W51 Series. 1.4 mils DFT each coat

E. On Metal with Shop Coat, use:
   01 Touch-up Shop Coat with SW ProCryl Water Based Universal Primer B66-310 Series, 2.0 – 4.0 mils DFT
   02 2 coats – SW Pro Classic Interior Alkyd Semi-Gloss B34 Series
   03 Used for hollow metal door / window frames and miscellaneous steel items

2.3 COLORS

A. Where specific finished paint colors are indicated or scheduled on the Drawings, provide paint colors accordingly.

B. Where specific finished paint colors are not indicated or scheduled on the Drawings, different colors may be selected.

PART 3 - EXECUTION

3.1 ITEMS TO RECEIVE PAINT

A. Generally, all unfinished items that are normally painted in any typical building, including but not limited to the following list:
   01 All hollow metal framing.
   02 All new interior drywall partitions.
   03 All portions of existing drywall partitions as required to blend with painted surfaces of new drywall partitions.

3.2 PREPARATION

A. Preparation of materials shall be in accordance with the manufacturer's standards and / or recommendations for the paint products / systems specified for each material.
   01 Field verify all conditions and requirements and coordinate with manufacturer as required for a proper installation.

B. General: Surface must be clean to ensure adhesion. Remove oil and grease with paint thinner. Wash off dirt with warm soapy water and rinse with clean water. Remove rust by wire brushing or sanding.

C. Unfinished Surfaces:

01 Iron and Steel: Prime with metal primer and allow to dry overnight before top coating.

02 Galvanized Metal: Prime with galvanized metal primer and allow to dry overnight before top coating.

3.3 APPLICATION

A. General: Surfaces to be finished must be clean, dry, free of dirt, oils, loose paint or any other contamination that would adversely affect adhesion, protective properties or appearance of the coating.

B. Allow exterior paints to dry 72 hours between coats and interior paint to dry 24 hours between coats. Allow all enamels and varnishes to dry 24 hours between coats. If enamel and varnishes are tacky after 24 hours, allow additional time until finish is dry.

C. Leveling: Apply with proper consistency and quality so paint flows out to a level surface free of brush and roller marks, bubbles, dust, runs, sags, and holidays. Spread evenly.

D. Appearance: Uniform color, texture and sheen.

E. Acrylic coating on concrete tilt-wall system to be applied with 1000psi airless sprayer with heavy duty texture gun.

F. Neatness: Paint shall not be smeared, spattered or run over adjoining colors or materials. Cut-on lines shall be straight.

G. First coat shall be white, unless otherwise specified.

END OF SECTION

SECTION 27 01 00

COMMUNICATIONS OPERATING AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Compile product data and related information appropriate for Owner's operation and maintenance of products furnished under Contract. Prepare operating and maintenance data as specified in this Section and as referenced in other sections of specifications.

B. Instruct Owner's personnel in operation and maintenance of equipment and systems.

C. Submit 3 copies of complete manual in final form.

1.2 ELECTRICAL OPERATING AND MAINTENANCE MANUAL SUBMITTAL SCHEDULE

A. Thirty (30) days after receipt of reviewed submittals bearing the Architect / Engineer's stamp of acceptance (including re-submittals), submit for review 1 copy of the first draft of the Electrical Operating and Maintenance Manual. This copy shall contain as a minimum:
   1. Table of Contents for each element
   2. Contractor information
   3. All shop drawings, coordination drawings and product data, bearing the Architect / Engineer's stamp of acceptance.
   4. All parts and maintenance manuals for items of equipment
   5. Warranties (without starting dates)
   6. Certifications that have been completed; submit forms and outlines of certifications that have not been completed
   7. Operating and maintenance procedures.
   8. Form of Owner's Training Program Syllabus (including times and dates)
   9. Control operations / equipment wiring diagrams
   10. Coordination Drawings
   11. Schedule of Speakers, Amplifiers, Sound Equipment, Etc.
   12. Schedule of Handsets and other Peripheral Devices, Etc.
   13. Schedule of Cable, Jacks, Outlets, Etc.
   14. Other required operating and maintenance information that are complete.
   15. Cable pathway layout drawings and station map

B. Copy will be returned to the Contractor within 15 days with comments for corrections.

C. Submit the (3) completed manuals in final form to the Architect / Engineer.
   1. Prior to substantial completion for Owner's use after the Owner accepts facility maintenance.
   2. Include all specified data, test reports, drawings, dated warranties, certificates, along with other materials and information.

D. The Architect / Engineer shall review the manuals for completeness within 15 days.

E. The Contractor shall be notified of any missing or omitted materials. The Manuals shall be reworked by the Contractor, as required, in the office of the Architect / Engineer. The manuals will not be retransmitted.

F. Three complete manuals shall be delivered to the Owner prior to substantial completion.

PART 2 - PRODUCTS

2.1 BINDERS

A. Commercial quality black, 3-ring binders with clear, durable, cleanable plastic covers.

B. Minimum ring size: 1".
Maximum ring size: 3".

C. When multiple binders are used, correlate the data into related groupings.

D. Label contents on spine and face of binder with full size insert. Label under plastic cover.

PART 3 - EXECUTION

3.1 ELECTRICAL OPERATION AND MAINTENANCE MANUAL

A. Form for Manuals:
1. Prepare data in form of an instructional manual for use by Owner's personnel.
2. Format:
a. Size: 8-1/2" x 11"
b. Text: Manufacturer's printed data or neatly typewritten.
3. Drawings:
a. Provide reinforced punched binder tab and bind in text.
b. Fold larger drawings to size of text pages.
4. Provide flyleaf indexed tabs for each separate product or each piece of operating equipment.
5. Cover: Identify each volume with typed or printed title "Operating and Maintenance Instructions". List:
a. Title of Project
b. Identity of separate structures as applicable
c. Identity of general subject matter covered in the manual.
6. Binder as specified

B. Content of Manual:
1. Neatly typewritten Table of Contents for each volume arranged in systematic order as outlined in the specifications.
a. Contractor, name of responsible principal, address and telephone number
b. A list of each product required to be included, indexed to content of the volume.
c. List with each product, name, address and telephone number of:
1) Subcontractor or installer
2) Maintenance contractor as appropriate
3) Identify area of responsibility of each.
4) Local source of supply for parts and replacement
d. Identify each product-by-product name and other identifying symbols as set forth in Contract Documents.
2. Product Data:
a. Include those sheets pertinent to the specific product.
b. Annotate each sheet to:
1) Identify specific product or part installed.
2) Identify data applicable to installation.
3) Delete references to inapplicable information.
3. Drawings:
a. Supplement product data with drawings as necessary to illustrate:
1) Relations of component parts of equipment and systems

2) Control and flow diagrams

b. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.

c. Do not use Project Record Documents as maintenance drawings.

4. Written text as required to supplement product data for the particular installation:

a. Organize in consistent format under separate headings for different procedures.

b. Provide logical sequence of instructions for each procedure.

5. Copy of each warranty, bond and service contract issued

a. Provide information sheet for Owner's personnel, giving:

1) Proper procedures in event of failure

2) Instances that might affect validity of warranties or bonds

6. Shop drawings, coordination drawings and product data as specified.

C. Sections for Equipment and Systems

1. Content for each unit of equipment and system as appropriate:

a. Description of unit and component parts:

1) Function, normal operating characteristics, and limiting conditions.

2) Performance curves, engineering data and tests.

3) Complete nomenclature and commercial number of replaceable parts.

b. Operating procedures:

1) Start up, break-in, routine / normal operating instructions

2) Regulation, control, stopping, shut down and emergency instructions

3) Special operating instructions

c. Maintenance procedures:

1) Routine operations

2) Guide to trouble-shooting

3) Disassembly, repair and reassembly

4) Alignment, adjusting and checking

5) Routine service based on operating hours

d. Manufacturer's printed operating and maintenance instructions.

e. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.

f. Schedule of fuses

g. Complete equipment field accessible wiring diagrams

h. Each Contractor's coordination drawings

i. Other data as required under pertinent sections of the specifications

2. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.

3. Additional requirements for operating and maintenance data as outlined in respective sections of specifications

4. Provide complete information for products specified in Division 27.

5. Provide certificates of compliance as specified in each related section.

6. Provide start up reports as specified in each related section.

7. Provide signed receipts for spare parts and material.

8. Provide training report and certificates.

END OF SECTION

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SECTION 27 05 00

COMMUNICATIONS GENERAL PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Except as modified in this Section, General Conditions, Supplementary Conditions, applicable provisions of Division 01 General Requirements, and other provisions and requirements of the Contract Documents apply to work of Division 27 Communications.

B. Applicable provisions of this section apply to all sections of Division 27, Communications.

C. The general provisions of the Contract and the requirements of the following Sections apply to the Work specified in this Section. See Division 26 for related general and specific requirements.

1.2 CODES AND STANDARDS

A. All equipment and work performed shall comply with all of the current and applicable Codes, Rules, Ordinances, Regulations and Standards (including those not specifically listed in this Specification) as interpreted and enforced by the authorities having jurisdiction including:

1. Americans with Disabilities Act (ADA)
2. Authorities Having Jurisdiction (AHJ) - Local
3. American National Standards Institute (ANSI)
4. American Society of Testing and Materials (ASTM) *Communications Cables - B694, B736, D4565, D4566, D4730, D4731, D4732*
5. Building Industry Consulting Services International (BICSI)
6. Code of Federal Regulations - Title 47
7. Electronics Industries Association (EIA) *Standard Test Procedures for Fiber Optic Fibers, Cables, Transducers, Connecting and Terminating Devices - EIA-455 Series*
8. Federal Communications Commission (FCC) - Communications Act and FCC Rules
9. Federal Information Processing Standards (FIPS) *Federal Building Standard for Telecommunications Pathways and Spaces - FIPS PUB 175, FIPS PUB 176*
10. The Insulated Cable Engineers Association (ICEA) *Communications Cable Stands - P-47-434, S-56-434, S-80-576, S84-608, S-85-625, S-86-634, S-87-640, S-89-648, S-90-661, S-98-688, S-99-689, S-100-685*
11. International Electro-technical Commission (IEC)
12. Institute of Electrical and Electronic Engineers (IEEE) *Local Area Networks/Metropolitan Networks Standards Collection - LAN/MAN 802 Series*
13. International Organization for Standardization (ISO) (ISO/IEC) *Premise Wiring Core and LAN/MAN Core Equivalents-11801, 8802, 14763-1*
14. International Telecommunication Union (ITU-T) *Telecommunications Standardization*
15. National Electrical Code (NEC) *National Electrical Code - NFPA 70*
16. National Electrical Contractor's Association (NECA) *Standards of Installation*
17. National Electrical Manufacturers Association (NEMA) *Performance Standard for Twisted Pair Premise Voice and Data Communications Cable-WC 63.1, WC 63.2, WC 66*
18. National Electrical Safety Code (NESC)
19. National Fire Protection Association (NFPA) - *National Fire Alarm Code NFPA 72, Life Safety Code NFPA 101*
20. Society of Cable Telecommunications Engineers (SCTE)
21. Local Accessibility Standards

22. Telecommunications Industries Association (TIA) *(ANSI/TIA/EIA) Wiring and Cabling Standards - 526, 568, 569, 570, 571, 598, 606, 607, 758, TSB 31-B, 63, 67, 72, 75 and 95*
23. Uniform Building Code (UBC)
24. Underwriters Laboratories, Inc. (U.L.) - *497A, 910, 1077, 1863, 1283, 1459, 1604, 1651, 1681, 1690, 1778, 1977*

B. Resolve any code violations discovered in contract documents with the Engineer prior to award of the contract. After Contract award, any correction or additions necessary for compliance with applicable codes shall be made at no additional cost to the Owner.

C. This Contractor shall be responsible for being aware of and complying with asbestos NESHAP regulations, as well as all other applicable codes, laws and regulations.

D. Obtain all permits required.

1.3 SUMMARY

A. Provide complete and working Communications Systems including equipment, conduit, wiring, material, labor and training as described in this Specification and the Drawings. The Communications Systems Drawings and Specifications are the sole property of the Architect and are not to be duplicated, scanned, loaned or in any way made available to persons not designated as authorized by the Architect. All Communications Systems plans and specifications are to be returned to the Architect following completion of bid.

1.4 SPACE REQUIREMENTS

A. Consider space limitations imposed by contiguous work in selection and location of equipment and material. Do not provide equipment or material that is not suitable in this respect.

1.5 RELATION WITH OTHER TRADES

A. Carefully study all matters and conditions concerning the project. Submit notification of conflict in ample time to prevent unwarranted changes in any work. Review other Divisions of these specifications to determine their requirements. Extend electrical services and final connections to all items requiring same.

B. Because of the complicated relationship of this work to the total project, conscientiously study the relation and cooperate as necessary to accomplish the full intent of the documents.

C. Provide sleeves and inserts in forms as required for the work. Stub up and protect open ends of pipe before any concrete is placed. Furnish sizes of required equipment pads. Furnish and locate bolts and fittings required to be cast in them.

D. Locate and size openings required for installation of work specified in this Division in sufficient time to prevent delay in the work.

E. Refer to other Divisions of the specifications for the scope of required connections to equipment furnished under other Division. Determine from the General Contractor / Construction Manager for the various trades, the Owner, and by direction from the Architect / Engineer, the exact location of all items. The construction trades involved shall furnish all roughing-in drawings and wiring diagrams required for proper installation of the electrical work.
1. Make final connections to all communications equipment indicated on the drawings, except as noted.

F. Request all Shop Drawings required in ample time to permit proper installation of all electrical provisions.

G. Extend services as indicated to the various items of equipment furnished by others. Rough-in for the various items and make final connections ready for operation upon placing of the equipment.

1.6 CONCEALED AND EXPOSED WORK

A. When the word "concealed" is defined as hidden from sight as in chases, furred spaces or above ceilings. "Exposed" is defined as open to view, in plain sight.

1.7 GUARANTEE

A. Guarantee work for a minimum of two years or as noted longer elsewhere from the date of substantial completion of the project. During that period make good any faults or imperfections that may arise due to defects or omissions in material, equipment or workmanship. At the Owner's option, replacement of failed parts or equipment shall be provided.

1.8 MATERIAL AND EQUIPMENT

A. Furnish new and unused materials and equipment meeting the requirements of the paragraph specifying acceptable manufacturers. Where two or more units of the same type or class of equipment are required, provide units of a single manufacturer.

1.9 NOISE AND VIBRATION

A. Select equipment to operate with minimum noise and vibration. If noise or vibration is produced or transmitted to or through the building structure by equipment, piping, ducts or other parts of work, and judged objectionable by the Owner, Architect, or Engineer, rectify such conditions at no additional cost to the Owner. If the item of equipment is judged to produce objectionable noise or vibration, demonstrate at no additional cost that equipment performs within designated limits on a vibration chart.

1.10 ACCEPTABLE MANUFACTURERS

A. Manufacturers names and catalog number specified under sections of Division 27 are used to establish standards of design, performance, quality and serviceability and not to limit competition. Equipment of similar design, equal to that specified, manufactured by a named manufacturer shall be acceptable on approval. A request for prior approval of equipment not listed must be submitted ten (10) days before proposal due date. Submit complete design and performance data to the Architect. The Architect and Owner issue approvals of acceptable manufacturers as addenda to the Construction Proposal Documents.

1.11 UTILITIES, LOCATIONS AND ELEVATIONS

A. Locations and elevations of the various utilities included within the scope of this work:
   1. Obtained from utility maps and other substantially reliable sources.
   2. Are offered separate from the Contract Documents as a general guide only without guarantees to accuracy.

B. Examine the site and verify the location and elevation of all utilities and of their relation to the work. Existing utilities indicated on the site plans are for reference only and shall be field verified by the Contractor with the respective public or private utility.

1.12 CONTRACT DRAWINGS

A. Contract drawings are diagrammatic only and do not give fully dimensioned locations of various elements of work. Determine exact locations from field measurements.

B. It is the responsibility of the Contractor to compare the scale of all electrical drawings with the scale of the architectural drawings and make adjustments to all electrical drawings which have the incorrect drawing scale so that his material takeoffs are not in error due to an incorrectly labeled drawing scale and his proposal is complete.

1.13 ABBREVIATIONS AND DEFINITIONS

A/V	Audio/Visual
AWG	American Wire Gauge
BCR	Building Communications Room
CATV	Cable Antenna Television
CCTV	Closed Circuit Television
CMP	Communications Media Plenum
CMR	Communications Media Riser
dB	Decibel
EMI	Electromagnetic Interference
ER	Equipment Room
FACP	Fire Alarm Control Panel
FCR	Floor Communications Room
Gbps	Giga Bits Per Second
Hz	Hertz
IC	Intermediate Cross-connect
IDF	Intermediate Distribution Frame
IM	Information Management
IS	Information Systems or Information Services (also see MIS)
IT	Information Technology
Km	Kilometer
LCD	Liquid Crystal Display
LED	Light Emitting Diode
M	Micron
MATV	Master Antenna Television *(A.K.A. Main Antenna Television)*
Mbps	Mega Bits Per Second
MC	Main Cross-connect
MDF	Main Distribution Frame
MHz	Megahertz
MIS	Management Information Systems or Services
NEXT	Near-End Cross Talk
nm	Nano-meter
OFN	Optical Fiber Non-conductive
OFNP	Optical Fiber Non-conductive Plenum
OFNR	Optical Fiber Non-conductive Riser
OTDR	Optical Time Domain Reflectometer
PBX	Private Branch Exchange
POS	Point of Sale
PSELFEXT	Power Sum Equal Level Far-End Cross Talk
PSNEXT	Power Sum Near-End Cross Talk
SMATV	Satellite Main Antenna Television
TC	Telecommunications Closet *(Now referred to as TR)*
T.O.	Telecommunications Outlet

TR	Telecommunications Room *(A.K.A. TC - Telecommunication Closet)*
UTP	Unshielded Twisted Pair Wire

Definitions:

Administration Subsystem - Cable, connectors, cross-connect and inter-connect hardware, patch cords, and other equipment that allows easy reconfiguration of the telecommunications system to accommodate personnel and floor plans changes.

Campus Backbone Subsystem - Connects telecommunications processing equipment in different buildings on the same campus.

Communications Cabling - Any fiber optic, copper, coaxial or other transmission media used for transmitting or receiving communications systems data.

Communications System - Communications Systems and associated wired or wireless interconnection.

Communications Drawings - All floor plans, elevations, details, schematics, block diagrams, legends, tables, notes or attachments associated with any or all of the Communications Systems.

Distribution Cable - The telecommunications UTP wiring between the telecommunications room and the outlet connectors.

Equipment Subsystem - Telecommunications cable, connectors, support hardware, blocks, and protective devices that serve to connect the network interface and the backbone subsystem through the administrative subsystem.

Horizontal Subsystem - Telecommunications cable, outlets and distribution cords that extend the riser backbone from the administrative points in the TRs to work stations.

Information Systems - Software systems including operating systems, programs, data manipulation and management systems, control software and various forms of proprietary and off-the-shelf software.

Information Technology - The practical application of knowledge associated with designing, installing and maintaining the equipment, hardware and infrastructure utilized for control, distribution, or display of telecommunications, audio, video and data signals. Because computers are central to information management, computer departments within companies and universities are often called (IT Departments) and are responsible for MIS or IS personnel and services.

Low Voltage Wire - Wire or cable used for one or more systems that operate on 24 volts or less. Low Voltage Wire is used to install and interconnect one or more of the Communications Systems. Low Voltage Wire includes patch cords, jumpers and all portions of cable or wire used to make the Communications Systems operational or for system communications.

Management Information Systems - A class of software that provides managers with tools for organizing and evaluating their department. Typically, MIS systems are written in COBOL and run on mainframes or minicomputers. Within companies and large organizations, the department responsible for computer systems is sometime called the MIS department. Another name for MIS is Information Services (IS).

Multiplexer - A communications device that multiplexes (combines) several signals for transmission over a single medium. A multiplexer is sometimes called a "mux". A demultiplexer is required to complete the process by separating multiplexed signals from a transmission line. Frequently a multiplexer and demultiplexer are combined into a single device capable of processing both outgoing and incoming signals.

Riser Backbone Subsystem - Telecommunications cable, splice enclosures, and associated hardware that provide the main cable routes in a building. It interconnects building floors and larger areas of a single floor. It also interconnects administrative points in satellite TRs to the administrative points in the building main equipment room.

Station Cable - The wiring between the outlet connections and the work area equipment.

Communications Systems - One or more of the following and associated equipment: Data/Networking Systems, Telecommunications Systems, Paging / Intercom Systems, Clock/Control Systems, Master Antenna Television Systems, Cable Antenna Television Systems, Broadcast Video Systems, Audio/Visual Presentations Systems, Microwave/Wireless Systems.

Telecommunications - The transmission, emission or reception of signs, signals, images, sound or intelligence of any nature by wire, radio, optical or other technical transmission system.

Work Area - Location of an employee or student and their data/telecommunications equipment or devices.

Work Area Subsystem - Station mounting cords, extension cords, connectors, adapters, and interface units that provide physical and electrical connectivity between workstation equipment and the horizontal subsystem.

1.14 QUALITY ASSURANCE:

A. Equipment Standards:
   1. System and all components shall be brand new stock from manufacturer.
   2. All electronics shall be 100% solid state.
   3. System and all components shall bear a UL Label.

B. Contractor Qualifications:
   At the time of Proposal, the Contractor shall:
   1. Have manufactured, supplied or installed at least three (3) other systems of similar size, complexity, and general operation as the systems described in these specifications. The Contractor shall furnish in writing to Architect proof of compliance with this paragraph at the time of proposal.
   2. Hold all legally required Texas State Contractor's licenses necessary to accomplish the installation and activation of the described system at the facilities indicated. The Contractor shall submit copies of licenses to the Architect prior to the start of work
   3. Hold all legally required state registrations to meet local requirements for submittal drawings.
   4. Have a local office within fifty (50) miles of the project site staffed with factory trained technicians who have experience on systems of similar complexity and function as the systems described in these specifications. These technicians shall be fully capable of system engineering support, installation supervising, system start-up, and providing the Owner with training and service on both hardware and software for the systems specified.
   5. Certify complete and total compliance with the provisions of these specifications by letter or submittal of the proposal response forms, signed by an officer of the

corporation, or a principal if other ownership currently exists. In addition, the letter or forms shall include a complete listing of exceptions, if any.

1.15 SUBMITTALS

A. Provide SUBMITTALS according to Division 01 and the following.

B. Requirements:

1. Submit paragraph-by-paragraph specification review indicating compliance or deviation with explanation.
2. Submit proof that all system components and cables are U.L. Listed.
3. An equipment list with names of manufacturers, model numbers, and technical information on all equipment proposed. Clearly mark exact model number proposed to be installed.
4. Product technical information sheets for each principal components in the proposed system, including cable, wire, terminal marking, and wire marking material.
5. Certification from the manufacturer stating that the system Contractor is an authorized distributor or installer of the proposed system when such certifications exist.
6. A statement listing every technical and operational parameter wherein the submitted equipment varies from that which was originally specified. If the submitter fails to list a particular variance and his submittal is accepted, but is subsequently deemed to be unsatisfactory because of the unlisted variance, the submitter shall replace or modify such equipment at once and without cost to the Owner.

1.16 EXAMINATION OF SITE

A. The Contractor shall have visited the site and familiarized himself with all existing conditions prior to submitting his proposal and shall be prepared to carry out the work within the existing limitations. Failure or neglect to do so shall not relieve the Contractor of his responsibilities not entitle him to additional compensation for work overlooked and not included in his proposal.

B. The Contractor shall confirm the availability of the proper power source for each piece of specified equipment, through site visits and Drawings as necessary. Where proper power does not exist, the Contractor shall provide the required power, circuits, outlets, conduits, and wire as specified under Division 26.

1.17 DATA ACCURACY

A. Absolute accuracy of information regarding existing conditions cannot be guaranteed. The Drawings and Specifications are for the assistance and guidance of the Contractor and exact locations, distances, elevations, etc., shall be governed by actual field conditions. Where variations from the contract documents are required, such variations shall be approved by the Architect / Owner.

1.18 SECURITY

A. The Contractor is responsible for complying with all of the Owner's and facility security's requirements to prevent theft or damage to equipment, tools and materials. If any deviation from facility security requirements is necessary, approval for such deviation shall be coordinated with the Owner.

B. The Contractor shall not disclose any confidential information of the Owner. The Contractor acknowledges that such action is highly injurious and can do damage to the Owner. The

Contractor will agree to and comply with the standard policies and provisions of the Owner regarding outside Contractors and Consultants.

1.19 UTILITIES

A. It shall be the responsibility of the Contractor to provide all temporary connection and cables, lighting, light stands and power. The facilities shall be used in accordance with all applicable regulations regarding operations, safety and fire hazards of the governmental Authorities Having Jurisdiction, provided they are not used in a wasteful manner.

1.20 PERMITS

A. All permits required for the specified performance and completion of the work shall be secured by the Contractor. These permits shall be presented and reviewed at the initial project progress meeting.

1.21 NOTIFICATION

A. The Contractor shall not shut off any existing systems. The Contractor shall give the Owner at least ten (10) calendar day's notice of any requirements to shut off or interference with existing alarm, regulating, computer or other service systems. The Owner will arrange and execute any shutdown. All work such as splicing, connections, etc., necessary to establish or re-establish any system shall be completed by the Contractor in close coordination with the Owner.

1.22 INTERFERENCES WITH THE OWNER

A. Transportation and storage of materials at the facility, work involving the facility, and all other matters affecting the habitual use by the Owner of its buildings, shall be conducted so as to cause the least possible interference, and at times and in a manner acceptable to the Owner. The Contractor shall make every effort to delivery equipment per the schedule required by the project.

1.23 PROJECT RECORD DOCUMENTS

A. Maintain at the job site a separate set of white prints (blue line or black line) of the contract drawings for the sole purpose of recording the "as-built" changes and diagrams of those portions of work in which actual construction is significantly at variance with the contract drawings. Mark the drawings with a colored pencil. Prepare, as the work progresses and upon completion of work, reproducible drawings clearly indicating locations of various major and minor feeders, equipment, and other pertinent items, as installed. Record underground and underslab cables installed, dimensioning exact location and elevation of such installations.

B. At conclusion of project, obtain without cost to the Owner, electronic AutoCAD 2014 / Revit CAD files of the original drawings and transfer as-built changes to these. Provide the following as-built documents including all contract drawings regardless of whether corrections were necessary and include in the transmittal: "2 sets of CDs and prints for Owner's use, one set of CDs, prints, and mylars for Architect / Engineers Records". Delivery of these as-built electronic, reproducible and prints is a condition of final acceptance.
   1. 3 sets of electronic AutoCAD (2014 dwg) / Revit CAD drawing files, on CD-ROM media, of each contract as-built drawing.
   2. One reproducible Dayrex mylar film positive of each contract as-built drawing.
   3. Three sets of blue or black-line prints of each contract as-built drawing.

C. As-Built Drawings should indicate the following information as a minimum:
   1. Indicate all addendum changes to documents.

2. Remove Engineer's Seal, name, address, and logo from drawings.
3. Mark documents AS-BUILT DRAWINGS.
4. Clearly indicate: DOCUMENT PRODUCED BY:
5. Indicate all changes to construction during construction. Indicate actual routing of all conduit and cables, etc that were deviated from construction drawings.
6. Indicate exact location of all underground communications raceways, and elevations.
7. Correct schedules to reflect (actual) equipment furnished and manufacturer.
8. During the execution of work, maintain a complete set of Drawings and specifications upon which all locations of equipment, devices, and all deviations and changes from the construction documents in the work shall be recorded.
9. Exact location of all communications equipment in building. Label panel schedules to indicate actual location.
10. Exact location of all communications equipment in and outside of the building.
11. Location, size and routing of all communications cables, conduits, equipment, etc. shall be accurately and neatly shown to dimension.
12. Exact location of all roof mounted equipment, wall, roof and floor penetrations.
13. Cloud all changes.

1.24 OPERATING TESTS

A. After all communications systems have been completed and put into operation, subject each system to an operating test under design conditions to ensure proper sequencing and operation throughout the range of operation. Tests shall be made in the presence of the Architect / Engineer and Owner. Provide minimum 24-hour advance notice of scheduling of all tests. Make adjustments as required to ensure proper functioning of all systems. Special tests on individual systems are specified under individual sections. Submit 3 copies of all certifications and test reports adequately in advance of completion of the work to allow for remedial action as required to correct deficiencies discovered in equipment and systems.

1.25 WARRANTY

A. All equipment shall be covered for the full manufacturers warranty period and systems shall be warranted by the Contractor for a period of two years commencing with the filing date of substantial completion. The Warranty shall cover all costs for warranty service, including parts, labor, prompt field service, pick-up, transportation, delivery, reinstallation, and retesting. A contract for service shall cover the period starting with the first expected activation of each system and shall continue without interruption to cover the period to the end of the two-year warranty as defined above. The end of the warranty period shall be handled such that a smooth transition to a maintenance agreement with the Owner shall be achieved with no lapse in coverage.

B. Submit 3 copies of all warranties and guarantees for systems, equipment, devices and materials. These shall be included in the Operating and Maintenance Manuals.

1.26 BUILDING CONSTRUCTION

A. It shall be the responsibility of the sub-contractor to consult the Architectural and Engineering drawings, details and specifications and thoroughly familiarize himself as to the construction and all job related requirements. All construction trades shall cooperate with the General Contractor / Construction Manager job site superintendent and lay out work so that all piping, cables, pathways, raceways, and other items are placed in the walls, furred spaces, chases, etc., so that there shall be no delay in the job.

1.27 TEMPORARY FACILITIES

A. General: Refer to Division 01 for general requirements on temporary facilities.

B. Temporary Wiring: Temporary power and lighting for construction purposes shall be provided under Division 26. Installation of temporary power shall be in accordance with NEC Article 305.

C. Temporary facilities, wire, lights and devices are the property of this Contractor and shall be removed at the completion of the Contract.

1.28 EXTRA MATERIALS

A. Keys: Provide three (3) sets of all keys for system cabinets.

PART 2 - PRODUCTS

2.1 WORK INCLUDED

A. All materials listed in PART 2 - PRODUCTS of this Division Sections and on the Drawings shall be provided by the Contractor unless specifically excluded or modified in other portions of this Specification or Addendums.

PART 3 - EXECUTION

3.1 INSTALLATION

A. This project has a critical path, which must be closely followed in order to meet the completion date. The Contractor shall review the proposed schedule at the Award of Contract meeting and be prepared to staff his work force according to the schedule constraints presented at that time.

B. Aesthetics are an important consideration in this installation. All components shall be installed so as to have aesthetically pleasing results as determined by the Owner and Architect. Actual locations of all visible components shall be coordinated in advance with the Owner and Architect.

C. Install, make fully operational and test the system as indicated on the Drawings and in the Specifications. Where information is not available the worst-case condition must be assumed to ensure a complete, functional system.

D. Any interfacing with other systems shall be the Contractor's responsibility under this contract, and the details, both logical and physical, of such interfaces shall be reflected in the Submittals and As-Built drawings.

E. If appropriate, interfaces with the Owner's Data Network, Telecommunications and Communications System shall be coordinated with the Owner and Architect.

F. All necessary back boards, back-boxes, pull-boxes, connectors, supports, conduit, cable and wire shall be furnished and installed to provide a complete and reliable system. Exact location of all backboards, boxes, conduit and wiring runs shall be presented to the Owner / Architect for approval in advance of any installation. Provide as required and as specified in Division 26.

G. Where required provide 120-VAC, 60 Hz power from nearest electrical panel through a junction box, to the system devices. Provide as required and as specified in Division 26.

H. Where required, install conduit, cable and wire parallel and square with building lines, including raised floor areas. Conduit fills shall not exceed 40%.

I. All equipment shall be mounted with sufficient clearance to minimize EMI as well as meet all applicable codes and facilitate observation and testing. Securely hand and/or fasten with appropriate fittings to ensure positive grounding, free of ground loops, throughout the entire system. Units shall be installed parallel and square to building lines.

J. Quiet and vibration-free operation of all equipment is a requirement of this installation. Properly adjust, repair, balance or replace any equipment producing objectionable (in the judgment of the Owner or Architect) noise or vibration in any of the occupied areas of any building and provide additional brackets and bracing if necessary. Any such additions or changes shall be at no additional cost to the Owner.

K. Installation shall comply with the CODES AND STANDARDS portion of this Section. Where more than one code or regulation if applicable, the more stringent shall apply.

L. Where new equipment is replacing old equipment, the Contractor is responsible for removing and disposing of the old equipment and doing whatever repair work is necessary as specified by the Owner / Architect.

M. Install firestopping, as specified in Division 26 for all penetrations in slabs and firewalls to meet code at the completion of work and prior to final testing demonstration to the Owner.

N. The installation shall be performed in a professional manner.

O. On a daily basis, clean up and deposit in appropriate containers all debris from work performed under the appropriate specification sections. Stack and organize all parts, tools and equipment when not being used.

P. Preparation, handling and installation shall be in accordance with the Manufacturer's written instructions and technical data appropriate to the product specified.

Q. All work shall conform to the National Electrical Contractor's Association "Standard of Installation" for general installation practice.

R. At the conclusion of the installation, all work areas, including all enclosures and boxes, shall be vacuumed and cleaned to remove all debris and grease.

3.2 COORDINATION WITH OWNER / ARCHITECT

A. Close coordination with the Owner / Architect is vital to achieve a complete, aesthetically pleasing job. The Contractor shall ensure that the Owner / Architect is kept fully apprized of job progress.

3.3 CUTTING, PAINTING, AND PATCHING

A. Structural members shall not be drilled, bored or notched in such a manner that shall impair their structural value. Cutting of holes in structural members, if required, shall be done with core drills and only with the specific approval of the Owner / Architect for each instance.

B. All walls that require cutting or repair during the installation process shall be returned to their original condition, including the matching of colors and finishes to the satisfaction of the Owner / Architect, and at no additional cost to the Owner.

3.4 WIRE AND CABLE

A. All low voltage cable shall be low smoke plenum rated, limited energy, with 300-volt insulation.

B. All wires in exposed areas shall run through conduit as specified in Division 26.

C. Provide conduits, cable trays, raceways, wireways, boxes and outlets as specified in Division 26.

D. After installation, and before termination, all wiring shall be checked and tested to insure there are no grounds, opens, or shorts on any conductors. In addition, all wires between buildings or underground and all coax cables shall have insulation tested with a megohmeter (megger) and a reading of greater than 20 megohms shall be required to successfully complete the test.

E. Run wires continuously from termination to termination without splices.

F. Wire and cable shall be supported in each equipment and terminal cabinet and in each terminal and pull box in vertical risers and horizontal runs with wire duct and strap-type supports. At any point where wire duct is required for good wire management, whether shown on elevations or not, install appropriate duct. Where terminal boards are used, wire ducts shall be supplied on both sides and at not rime shall wires cross over terminal boards. Arrange cables neatly to allow inspection, removal and replacement. Lace cables as required. Spot tie wire bundles with plastic cable ties and securely affix to panels. If screw type terminals are specified, terminal strip connections shall be locking, tongue style, pressure crimp, and solderless spade lug.

G. Visually inspect wire and cable for faulty insulation prior to installation. Protect cable ends at all times with acceptable end caps except during actual termination. At no time shall any coaxial cable be subjected to a bend less than a 6-inch radius. Protect wire and cable from kinks. Install 1 pull rope for all 2” or larger sized conduits.

H. Provide plastic bushings and strain relief material at all conduit exit points and where necessary, to avoid abrasion of wire and excess tension on wire and cable.

I. Cables above accessible ceilings shall not rest on ceiling tiles. Use Velcro tie wraps, J-hooks or D-rings to hold cables. Provide independent support for all cables. Support is to be from building structure (do not support from pipes or conduits). Communications cables shall not tie off on HVAC supports, all-thread, ceiling grid hanger wire or electrical / mechanical piping system.

J. Ground and bond equipment and circuits in accordance with NEC and Division 26.

3.5 IDENTIFICATION AND TAGGING

A. All cables, wires, wiring forms, terminal blocks and terminals shall be identified by labels, tags to other permanent markings in accordance with TIA/EIA-606. The markings shall clearly indicate the function, source, or destination of all cabling, wiring and terminals. All cables and wires shall be identified, utilizing heat-shrink, machine printed, polyolefin wire markers (Brady Type B-32 *or equal*). Hand written tags are not acceptable.

B. Should a situation arise where the wire tagging format as shown on the drawings cannot be used, a substitute format shall be submitted which complies with the intent to provide documentation that will permit end-to-end tracing of all Communications Systems wiring.

C. All panels shall be provided with permanently attached engraved lamacoid labels with identifying names and functions. All terminal points shall be appropriately labeled. Labels shall be consistent in form, color, and typeface throughout the system and all must contain the name of the system or subsystem as part of the label textual information. Design, color, font and layout shall be coordinated with, and approved by, the Owner.

D. Identification of Equipment:

1. All major equipment shall have a manufacturer's label identifying the manufacturer's address, equipment model and serial numbers, equipment size, and other pertinent data. Take care not to obliterate this nameplate. The legend on all nameplates or tags shall correspond to the identification shown on the Operating Instructions.
2. A black-white-black 3 layer laminated plastic engraved identifying nameplate shall be permanently secured to each wireway, terminal cabinet, and communications (voice, data, video) cabinet or rack.
    a. Identifying nameplates shall have 1/2-inch high, engraved letters. For equipment designation and ¼-inch letters indicating source circuit designation, (ie: "IDF(FCR) XXYY –served from MDF (BCR) XXGG).
3. Permanent, waterproof, black markers shall be used to identify each communications grid junction box, clearly indicating the type of system available at that junction box.
4. Pull Boxes: Field work each with a nameplate showing identity, and identifying equipment connected to it. Nameplates shall also indicate where pull box is fed from.
5. Communication hardware located above accessible ceilings: Provide ½-inch high black name plate with white 1/4-inch letters glued to bottom of t-grid ceiling below hardware located above ceiling. Identification shall be as short as possible yet identifying device above ceiling, i.e. "A/V-EQ".

E. Prohibited Markings: Markings intended to identify the manufacturer, vendor, or other source from whom the material has been obtained are prohibited for installation in public, tenant, or common areas within the project. Also prohibited are materials or devices that bear evidence that markings or insignias have been removed. Certification, testing (example, Underwriters Laboratories), and approval labels are exceptions to this requirement.

F. Warning Signs: Provide warning signs where there is hazardous exposure associated with access to or operation of communications facilities. Provide text of sufficient size to convey adequate information at each location; mount permanently in an appropriate and effective location. Comply with industry standards for color and design.

G. Wire and Cable Labeling: Provide wire markers on each conductor in all boxes, pull boxes, gutters, wireways. Identify with drop/circuit number.

H. Underground Warning Tape: Thomas and Betts or approved equal. Six-inch wide plastic tape, colored red or orange with suitable warning legend describing buried communications lines. All underground conduits shall be so identified. Tape shall be buried at a depth of 6-inches below grade and directly above conduits or ductbanks. Provide magnetic marking tape below all underground conduits.

3.6 CUTTING AND PATCHING

A. General: Comply with the requirements of Division 01 for the cutting and patching of other work to accommodate the installation of electrical work. Except as authorized by the Architect / Engineer, cutting and patching of electrical work to accommodate the installation of other work is not permitted.

3.7 INSTRUCTION OF OWNER'S PERSONNEL

A. Prior to substantial completion, conduct an on-site training program to instruct Owner's operating personnel in the operation and maintenance of the communications systems.
   1. Provide the training during regular working day.
   2. The Instructors shall be experienced in their phase of operation and maintenance of the electrical systems and with the project.

B. Time to be allocated for instructions.
   1. Minimum of 20 hours dedicated instructor time
   2. 4 hour on each of 5 days
   3. Additional instruction time for specific systems as specified in other Sections.

C. Before on-site training, submit the program syllabus; proposed time and dates; for review and approval, minimum 48 hours prior to proposed training time and date.
   1. One copy to the Owner
   2. One copy to the Architect / Engineer

D. The Owner shall provide a list of personnel to receive instructions, and shall coordinate their attendance at the agreed upon times.

E. Use operation and maintenance manuals as the basis of instruction. Review manual with personnel in detail. Explain all aspects of operation and maintenance.

F. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shut down of each item of equipment.

G. Demonstrate equipment functions (both individually and as part of the total integrated system).

H. Prepare and insert additional data in the operating and maintenance manuals when the need for additional data becomes apparent during instructions.

I. Submit a report within one week after completion of training. List time and date of each demonstration, hours devoted to the demonstration, and a list of people present, with their respective signatures.

J. At the conclusion of the on-site training program, have the person designated by the Owner sign a certificate to certify that he/she has a proper understanding of the system, that the demonstrations and instructions have been satisfactorily completed, and the scope and content of the operating and maintenance manuals used for the training program are satisfactory.

K. Provide a copy of the report and the certificate in an appropriately tabbed section of each Operating and Maintenance Manual.

3.8 OPENINGS

A. Framed, cast or masonry openings for boxes, equipment or conduits are specified under other divisions. Drawings and layout work for exact size and location of all openings are included under this division.

3.9 OBSTRUCTIONS

A. The drawings indicate certain information pertaining to surface and subsurface obstructions, which has been taken from available drawings. Such information is not guaranteed, however, as to accuracy of location or complete information.

1. Before any cutting or trenching operations are begun, verify with Owner's representative, utility companies, municipalities, and other interested parties that all available information has been provided.
2. Should obstruction be encountered, whether shown or not, alter routing of new work, reroute existing lines, remove obstruction where permitted, or otherwise perform whatever work is necessary to satisfy the purpose of the new work and leave existing services and structures in a satisfactory and serviceable condition.

B. Assume total responsibility for and repair any damage to existing utilities or construction, whether or not such existing facilities are shown.

3.10 VANDAL RESISTANT DEVICES

A. Where vandal resistant screws or bolts are employed on the project, deliver to the Owner 2 suitable tools for use with each type of fastener used.

B. Proof of delivery of these items to the Owner shall be included in the Operating and Maintenance Manuals.

3.11 PROTECTION

A. Protect work, equipment, fixtures, and materials. At work completion, work must be clean and in original manufacturer's condition.

B. Do not deliver equipment to this project site until progress of construction has reached the stage where equipment is actually needed or until building is closed in enough to protect the equipment from weather. Equipment allowed to stand in the weather shall be rejected, and the contractor is obligated to furnish new equipment of a like kind at no additional cost to the Owner.

3.12 EQUIPMENT BACKBOARDS

A. Backboards: ¾ inch, fire retardant, exterior grade plywood, painted gray, both sides.
1. Provide minimum of two 4-ft. by 8-ft. sheets of plywood for each location shown.
2. Provide minimum of two 4-ft. by 4-ft. sheets of plywood for each communications location.

3.13 SITE MANAGEMENT RESPONSIBILITY

A. The Contractor shall provide an on-site Project Manager as defined in SUPERVISION OF WORK portion of this Section.

3.14 START-UP RESPONSIBILITY

A. The Contractor shall initiate System operation. The Contractor shall provide competent Start-Up personnel on each consecutive working day until all Communications Systems are functional and ready to start the acceptance test phase. If the Contractor, in the Owner / Architect’s judgment, is not demonstrating progress in solving any technical problems, the Contractor shall supply Manufacturer’s factory technical representation and diagnostic equipment at no cost to the Owner, until resolution of those defined problems. Where appropriate, the Contractor shall bring the Systems on-line in their basic state (i.e., alarm reporting, facility code access control, etc.) It is the responsibility of the Owner to provide the specific database information that will be utilized for initial system programming.

B. Properly ground each piece of electronic equipment prior to applying power. Properly ground all shielded wire shields to the appropriate earth ground at the hub end only, not at the remote or device end.

C. Use a start-up sequence that incrementally brings each portion of the system on-line in a logical order that incorporates checking individual elements before proceeding to subsequent elements until the entire system is operational. The basic steps should include:
   1. Establish ground planes at the equipment rooms and hub end of the systems as specified in Division 26.
   2. Disconnect power, connect the first device, reconnect power, and verify operational correctness. Repeat until the entire system is verified and operational.

3.15 PREPARATION FOR ACCEPTANCE (SUBSTANTIAL COMPLETION)

A. All systems, equipment, and devices shall be in full and proper adjustment and operation, and properly labeled and identified.

B. All materials shall be neat, clean and unmarred, and parts securely attached.

C. All extra material as specified shall be delivered and stored at the premises as directed.

D. Test reports of each system and each system's components and As-Built Project Drawings shall be complete and available for inspection and delivery as directed by the Owner.

3.16 SYSTEM ACCEPTANCE REQUIREMENTS

A. Before final acceptance or work, the Contractor shall perform and/or deliver each of the following in the order stated.

B. The Contractor shall deliver three (3) composite "System Operations and Maintenance" manuals in three-ring binders, sized to hold the material below, plus 50% excess. Each manual shall contain in appropriately tabbed sections:
   1. A statement of Guarantee including date of termination and the name and phone number of the persons to be called in the event of equipment failure.
   2. A set of Operating procedures for the overall System that includes all required Owner activities, and that allows for the Owner operation of all attributes and facilities of the System.
   3. A section for each specific type of equipment containing the vendor manuals, instruction sheets, and any related literature that cam in the original shipping container for that piece of equipment. Include all warranty cards.

C. Testing:
   1. The Contractor shall perform all tests required by Division 26 and those submitted as part of this Section.
   2. The Contractor shall activate all devices for proper system operation, including supervisory and trouble circuit tests. Similarly, audible alarms will not be activated except on a one-time, coordinated basis, to check the actual sounding devices.
   3. A test report for each piece of equipment shall be prepared by the Contractor and submitted to the Owner. This report shall include a complete listing of every device, the date it was tested, by whom and the results. The final test reports shall indicate that every device tested successfully. Failure to completely test and document the tests will result in a delay of final testing and acceptance.

D. As-Built Drawings:

1. After completion of all the tests listed above, and prior to the final acceptance test, The Contractor shall submit the complete As-Built drawings as identified in PART 1 – PROJECT RECORD DRAWINGS.
2. The final As-Built Drawings shall consist on one set of reproducible prints, two (2) sets of Point-to-Point Detail Drawings, Equipment Schedules, and the complete detailed technical data that was shipped by the manufacturer with all installed equipment.

E. Final Acceptance Test: The Final Acceptance Test shall demonstrate the installed and activated System's performance and compliance with System Specifications. However, before this testing can begin the following must have received and reviewed by the Owner.
1. System Operations and Maintenance Manuals
2. System Test Reports
3. As-Built Drawings

3.17 NOTICE OF COMPLETION

A. When the Final System Acceptance Requirements described above including the Final Acceptance Test described above have been satisfactorily completed. The Owner / Architect shall issue a Letter of Completion to the Contractor indicating the date of such completion. The Notice of Completion shall be recorded by the Contractor upon receipt of the Owner / Architect completion letter. This date of record shall be the start of the warranty period.

END OF SECTION

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SECTION 27 05 07

COMMUNICATIONS SHOP DRAWINGS, COORDINATION DRAWINGS & PRODUCT DATA

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Prepare submittals as required by Division 01 and as outlined below.

B. Submit product data shop drawings only for the following and for items specifically requested elsewhere in the Contract Drawings and Specifications. Architect / Engineer reserves the right to refuse shop drawings not requested for review and to imply that materials shall be provided as specified without exception.

C. The term submittal, as used herein, refers to all:
1. Shop Drawings
2. Coordination Drawings
3. Product data

D. Submittals shall be prepared and produced for:
1. Distribution as specified
2. Inclusion in the Operating and Maintenance Manual, as specified, in the related section

1.2 SHOP DRAWINGS

A. Present drawings in a clear and thorough manner. Identify details by reference to sheet and detail, schedule, or room numbers shown on Contract Drawings.

B. Show all dimensions of each item of equipment on a single composite Shop Drawing. Do not submit a series of drawings of components.

C. Identify field dimensions; show relation to adjacent or critical features or work or products.

1.3 COORDINATION DRAWINGS

A. Present in a clear and thorough manner. Title each drawing with project name. Identify each element of drawings by reference to sheet number and detail, or room number of contract documents. Minimum drawing scale: 1/4"=1'-0".

B. Prepare coordination drawings to coordinate installations for efficient use of available space, for proper sequence of installation and to resolve conflicts. Coordinate with work specified in other sections and other divisions of the specifications.

C. For each room containing technology equipment and each rack with technology equipment, submit plan and elevation drawings. Show:
1. Actual technology equipment and components to be furnished.
2. NEC working space and NEC access to NEC working space.
3. Relationship to other equipment and components and openings, doors and obstructions
4. Rack location and dimensions

D. Identify field dimensions. Show relation to adjacent or critical features of work or products.

E. Verify location of communications station devices, telephone outlets and other work specified in this Division.
   1. Coordinate with drawing details, site conditions and millwork shop drawings prior to installation.
   2. Where required for clarification, submit shop drawings prior to rough-in and fabrication.

F. Submit shop drawings in plan, elevation and sections, showing outlets and other devices in casework, cabinetwork and built-in furniture.

1.4 PRODUCT DATA

A. All product options specified shall be indicated on the product data submittal. All options listed on the standard product printed data not clearly identified as not part of the product data submitted shall become part of the Contract and shall be provided.

B. Mark each copy of standard printed data to identify pertinent products, referenced to specification section and article number.

C. Show reference standards, performance characteristics and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions and required clearances.

D. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the work. Delete information not applicable.

E. Mark up a copy of the specifications for the product to indicate a) acknowledgement of the specification requirement (Comply), or b) acknowledgement that the particular specification requirement does not apply to this specific project (Not Applicable) or, c) acknowledgement that the specification requirement cannot be made or that a variance is being submitted for review to the Architect / Engineer / Owner (Does Not Comply, Explanation:)

1.5 MANUFACTURERS INSTRUCTIONS

A. Submit Manufacturer's instructions for storage, preparation, assembly, installation, start-up and adjusting.

1.6 CONTRACTOR RESPONSIBILITIES

A. Review submittals prior to transmittal.

B. Determine and verify:
   1. Field measurements
   2. Field construction criteria
   3. Manufacturer's catalog numbers
   4. Conformance with requirements of Contract Documents

C. Coordinate submittals with requirements of the work and of the Contract Documents.

D. Notify the Architect / Engineer in writing at time of submission of any deviations in the submittals from requirements of the Contract Documents.

E. Do not fabricate products, or begin work for which submittals are specified, until such submittals have been produced and bear contractor's stamp. Do not fabricate products or begin work scheduled to have submittals reviewed until return of reviewed submittals with Architect

/ Engineer's acceptance.

F. Contractor's responsibility for errors and omissions in submittals is not relieved whether Architect / Engineer reviews submittals or not.

G. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved whether Architect / Engineer reviews submittals or not, unless Architect / Engineer gives written acceptance of the specific deviations on reviewed documents.

H. Submittals shall show sufficient data to indicate complete compliance with Contract Documents:
   1. Proper sizes and capacities
   2. That the item will fit in the available space in a manner that will allow proper service
   3. Construction methods, materials and finishes

I. Schedule submissions at least 15 days before date reviewed submittals will be needed.

1.7 SUBMISSION REQUIREMENTS

A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Project or in the work of any other Contractor.

B. Number of submittals required:
   1. Shop Drawings and Coordination Drawings: Submit four opaque reproductions.
   2. Product Data: Submit the number of copies the contractor requires, plus those to be retained by the Architect / Engineer.

C. Accompany submittals with transmittal letter, in duplicate, containing:
   1. Date
   2. Project title and number
   3. Contractor's name, address and telephone number
   4. The number of each Shop Drawing, Project Datum and Sample submitted
   5. Other pertinent data

D. Submittals shall include:
   1. The date of submission
   2. The project title and number
   3. Contract Identification
   4. The names of:
      a. Contractor
      b. Subcontractor
      c. Supplier
      d. Manufacturer
   5. Identification of the product
   6. Field dimensions, clearly identified as such
   7. Relation to adjacent or critical features of the work or materials
   8. Applicable standards, such as ASTM or federal specifications numbers
   9. Identification of deviations from contract documents
   10. Suitable blank space for General Contractor and Architect / Engineer stamps
   11. Contractor's signed and dated Stamp of Approval

E. Coordinate submittals into logical groupings to facilitate interrelation of the several items.
   1. Finishes which involve Architect / Engineer selection of colors, textures or patterns
   2. Associated items requiring correlation for efficient function or for installation

1.8 SUBMITTAL SPECIFICATION INFORMATION

A. Every submittal document shall bear the following information as used in the project manual:
   1. The related specification section number
   2. The exact specification section title

B. Submittals delivered to the Architect / Engineer without the specified information will not be processed. The Contractor shall bear the risk of all delays, as if no submittal had been delivered.

1.9 RESUBMISSION REQUIREMENTS

A. Make resubmittals under procedures specified for initial submittals.
   1. Indicate that the document or sample is a resubmittal
   2. Identify changes made since previous submittals

B. Indicate any changes which have been made other than those requested by the Architect / Engineer.

1.10 CONTRACTOR'S STAMP OF APPROVAL

A. Contractor shall stamp and sign each document certifying to the review of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of Contract Documents.

B. Contractor's stamp of approval on any submittal shall constitute a representation to Owner and Architect / Engineer that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each submittal with the requirements of the work and the Contract Documents.

C. Do not deliver any submittals to the Architect / Engineer that do not bear the Contractor's stamp of approval and signature.

D. Submittals delivered to the Architect / Engineer without Contractor's stamp of approval and signature will not be processed. The Contractor shall bear the risk of all delays, as if no submittal had been delivered.

1.11 ARCHITECT / ENGINEER REVIEW OF IDENTIFIED SUBMITTALS

A. The Architect / Engineer will:
   1. Review identified submittals with reasonable promptness and in accordance with schedule. Specific equipment submittals that may be required to be expedited shall be submitted separately without other submittal items not requiring the same prompt attention.
   2. Affix stamp and initials or signature, and indicate requirements for resubmittal or approval of submittal
   3. Return submittals to Contractor for distribution or for resubmission

B. Review of submittals will not extend to design data reflected in submittals that is peculiarly within the special expertise of the Contractor or any party dealing directly with the Contractor.

C. Architect / Engineer's review is only for conformance with the design concept of the project and for compliance with the information given in the contract.

1. The review shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto.
2. The review shall not extend to review of quantities, dimensions, weights or gauges, fabrication processes or coordination with the work of other trades.

D. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

1.12 SUBSTITUTIONS

A. Do not make requests for substitution employing the procedures of this Section.

B. The procedure for making a formal request for substitution is specified in Division 1.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 SHOP DRAWINGS AND PRODUCT DATA

A. Submittals shall not be combined or bound together with any other material submittal.

B. Submit individually bound shop drawings and product data for the following when specified or provided:
1. Structural Cabling
2. Communications System
3. Sound Reinforcement System
4. CATV System

3.2 COORDINATION DRAWINGS

A. Submit coordination drawings as specified.

END OF SECTION

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SECTION 27 05 09

CONTRACT QUALITY CONTROL

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Contract quality control including workmanship, manufacturer's instructions, mock-ups and demonstrations.

1.2 QUALITY CONTROL PROGRAM

A. Maintain quality control over supervision, subcontractors, suppliers, manufacturers, products, services, site conditions and workmanship to produce work in accordance with contract documents.

1.3 WORKMANSHIP

A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

B. Perform work by persons qualified to produce workmanship of specified quality.

C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking. Under no conditions shall material or equipment be suspended from structural bridging.

D. Provide finishes to match approved samples; all exposed finishes shall be approved by the Architect / Engineer. Submit color samples as required.

1.4 MANUFACTURER'S INSTRUCTIONS

A. Comply with instructions in full detail, including each step in sequence.

B. Should instruction conflict with Contract Documents, request clarification from Architect / Engineer before proceeding.

1.5 MANUFACTURER'S CERTIFICATES

A. When required in individual Specification Sections, submit manufacturer's certificate in duplicate, certifying that products meet or exceed specified requirements.

1.6 MANUFACTURER'S FIELD SERVICES

A. When required in individual Specification Sections, manufacturer shall provide a manufacturer’s qualified personnel to observe:
   1. Field conditions.
   2. Condition of installation.
   3. Quality of workmanship.
   4. Start-up of equipment.
   5. Testing and adjusting of equipment.

B. Manufacturer’s qualified personnel shall make written report of observations and recommendations to Architect/Engineer.

1.7 MOCK UPS

A. Assemble and erect the specified equipment and products complete, with specified anchorage and support devices, seals and finishes.

B. Do not proceed with any work involving a mock-up, until the related mock up has been approved in writing.

C. Acceptable mock-ups in place shall be retained in the completed work where possible.

D. Perform tests and submit results as specified.

1.8 SCHEDULING OF MOCK-UPS

A. Schedule demonstration and observation of mock-ups, in phases, with Architect / Engineer.
   1. Rough-in
   2. Finish with all appurtenances in place
   3. Demonstrations

PART 2 - PRODUCTS

2.1 REFERENCE APPLICABLE SPECIFICATION SECTIONS.

PART 3 - EXECUTION

3.1 ADJUSTMENTS AND MODIFICATIONS

A. Contractor shall provide all adjustments and modifications as requested by the manufacturer's qualified personnel at no additional cost to Owner.

3.2 MOCK-UPS

A. Mock-up a typical classroom, science lab of each type, and computer lab with all wiring devices, cover plates, rough-in boxes, conduits, etc. Provide all conductors from all wiring devices to above ceiling space to demonstrate conduit routing and conductor fill.

END OF SECTION

SECTION 27 10 00

STRUCTURED CABLING SYSTEMS

CONDITIONS OF THE CONTRACT, AND DIVISION 1 SECTIONS APPLY TO THIS SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Furnish and install horizontal cabling inclusive of Category 6 cabling, jacks, faceplates, patch cords, above-ceiling supports, labels, testing and all supporting equipment to provide a complete and fully functional solution as described in this specification.

1.2 QUALITY ASSURANCE

A. Installer Qualifications:
1. The structured cabling contractor shall be licensed and shall meet all applicable regulations.
2. The contractor shall be certified by the manufacturing company in all aspects of design, installation, and testing of the products described herein.
3. The manufacturer shall have, at the district's disposal, a certified employee or support phone number that can be reached during normal operating hours for product support and service.
4. The contractor shall be experienced in all aspects of this work and shall be required to demonstrate direct experience on recent systems of similar type and size. The contractor shall own and maintain tools and equipment necessary for successful installation and testing of optical and metallic premise distribution systems and shall have personnel who are adequately trained in the use of such tools and equipment. Contractor shall provide evidence of minimum five (5) years' experience on similar structured cabling systems.
5. A resume of qualifications shall be submitted with the contractor's proposal indicating the following:
    a. A list of five (5) recently completed projects of similar type and size with contact names, telephone numbers, and e-mail addresses for each.
    b. A list of procedures, inclusive of testing equipment and best practices, for testing the integrity of the cabling systems on this project.
    c. A technical resume of experience for the contractor's project manager and on-site installation supervisor who shall be assigned to this project.
    d. A list of technical product training attended by the contractor's personnel that shall install the structured cabling systems shall be submitted.
    e. Any subcontractor who shall assist the contractor in performance of this work shall have the same training and certification as the contractor.
6. The contractor shall employ full time local technicians and installers.

B. The Contractor shall attend a mandatory pre-construction meeting with individuals deemed necessary by the Owner's representative prior to the start of the work.
1. Items requested by the Owner/Engineer to finalize rack equipment configuration, rack cable management, rack cable terminations and other miscellaneous minor changes shall become part of the Contract Documents as supplementary information.

C. The products specified in Part 2 of this Specification shall be supplied by a single manufacturer, within the acceptable manufacturer groups, except for data racks and other

hardware that is not defined as part of the channel test configuration by TIA/EIA TSB67, Transmission Performance Specifications for Field Testing of unshielded Twisted-Pair Cabling Systems outside plant (OSP) copper cable. Manufacturer shall have a minimum of seven (7) years' experience and shall be ISO 9001 Certified.

D. The Owner's representative reserves the right to reject all or a portion of the work performed, either on technical or aesthetic grounds.

1.3 REGULATORY REQUIREMENTS

A. Standards: All work shall be performed in accordance with the latest revisions of the following standards and codes:
   1. Local Building Code
   2. Local Electrical Code
   3. NEC National Electrical Code

B. Other references:
   1. ANSI/TIA-568-C.0 – Generic Communications Cabling for Customer Premises...
   2. ANSI/TIA-568-C.1 – Commercial Building Communications Cabling Standard Part 1: General Requirements.
   3. ANSI/TIA 568-C.2 – Balanced Twisted-Pair Telecommunications Cabling and Components Standards
   4. ANSI/TIA 568-C.3 – Optical Fiber Cabling Components Standard
   5. ANSI/TIA-568-C.4, Coaxial Cabling Component Standard
   6. ANSI/TIA-569-C – Commercial Building Standard for Telecommunications Pathways and Spaces.
   7. ANSI/TIA-492.AAAC-B – Detail Specification for 850-nm Laser-Optimized, 50-um Core Diameter/125-um Cladding Diameter Class 1a Graded-index Multimode Optical Fibers (OM3/OM4). Current Edition
   8. ANSI/ICEA S-83-596, Fiber Optic Premises Distribution Cable.
   9. ANSI/TIA/EIA-598, Color Coding of Optical Fiber Cables
   10. ANSI/ICEA S-87-640, Fiber Optic Outside Plant Distribution Cable.
   11. ANSI/TIA/EIA-758: Customer-Owned Outside Plant Telecommunications Cabling Standard.
   12. ANSI/TIA/EIA-526-7, Optical Power Loss Measurements of Installed Single mode Fiber Plant: OFSTP-7.
   13. ANSI/TIA/EIA-526-14-A, Optical Power Loss Measurements of Installed Multimode Fiber Plant: OFSTP-14A
   14. ANSI/TIA/EIA-TSB-125, Guidelines for Maintaining Optical Fiber Polarity Through Reverse-Pair Positioning
   15. ANSI/TIA/EIA-TSB-140, Additional Guidelines for Field Testing Length, Loss, and Polarity of Optical Fiber Cabling Systems.
   16. ANSI/TIA-606-B – Administration Standard for the Commercial Telecommunications Infrastructure
   17. TIA/EIA-607-B - 2011 - Commercial Building Grounding and Bonding Requirements for Telecommunications
   18. Institute of Electrical and Electronic Engineers (IEEE 802.xLAN)
   19. TIA/EIA 942 Data Center Standards
   20. Current BICSI Telecommunications Distribution Methods Manual
   21. NFPA 70 – National Electrical Code (NEC).
   22. BICSI – TDMM, Building Industries Consulting Services International, Telecommunications Distribution Methods Manual (TDMM)

C. Governing Codes and Conflicts: If the requirements of these specifications or the Project Drawings exceed those of the governing codes, regulations, and manufacturer installation

requirements, then the requirements of these specifications and the drawings shall govern. However, nothing in the drawings or specifications shall be construed to permit work not conforming to all governing codes, regulations, and manufacturer installation requirements.

1.5 SUBMITTALS

A. Shop Drawings: Submit the following items, for Owner review and approval, within twenty-eight (28) days of Notice to Proceed:

1. Proposed circuit routing and circuit grouping plan prepared by a BICSI certified RCDD. The RCDD certification shall have been granted on or before five years previous of proposal due date.
2. Products: Provide standard manufacturer's cut sheets and/or other descriptive information.
3. Testing: UTP cable test result forms, fiber optic cable test result forms, and a list of instrumentation to be used for systems testing.
4. Provide a line-by-line item specification review indicating compliance or deviation with full description of deviation.
5. Samples: Complete manufacturer's product literature and samples of patch panel, fiber terminations, and station jacks with cover plate.
6. Provide coordination drawing with IDF/MDF equipment layout and rack elevations for approval, by Owner, prior to installation.

B. Documentation: Contractor shall provide documentation to include test results, and shop drawings. An example of test results as they will be presented should be included with the shop drawings.

1. Work Station Cable Results: The results of the workstation cable tests shall be provided in the form of printouts from the test equipment.
2. Fiber Test Results: Hand written results are not acceptable. Copies of test results are not acceptable. Results to be provided on disk and printed form.

C. Project Completion: As a condition for project acceptance, the Contractor shall submit the following for review and approval:

1. Complete manufacturer's product literature for all products installed during the Project for Operation & Maintenance.
2. Inspection and Test Reports: During the Project, the Contractor shall maintain an adequate inspection system to ensure that the materials supplied and the work performed conforms to contract requirements. The Contractor shall provide written documentation that indicates that materials acceptance testing was conducted as specified. The Contractor shall also provide documentation, which indicates that all connectivity testing was completed and that all irregularities were corrected prior to job completion.
3. Operating and Maintenance Instructions for all devices within the system. These instructions shall reflect any changes made during construction, and shall be provided to the Owner, for their use, in a three-ring binder labeled with the project name and description. Provide three printed (3) copies.
4. As-built Drawings shall include equipment layout and rack elevations. The as-built drawings shall be prepared using Auto Cad 2014 electronic format or later CD.

D. Bill of Materials: The contractor shall provide an itemized pricing breakdown for the turnkey solution that includes: labor, materials, wiring, termination, electrical equipment, electrical hardware, installation, etc. Pricing breakdown shall include the list price for each item provided.

PART 2 - PRODUCTS

2.1 GENERAL

A. Materials shall be as listed or shall be approved equivalent products of other manufacturers meeting the intent and quality level of the TIA/EIA specifications.

B. Ratings: All products shall be new and brought to the job site in the original manufacturer's packaging. Electrical components (including innerduct) shall bear the Underwriter's Laboratories label. All communications cable shall bear flammability testing ratings as follows:

CM Communications Cable
CMP Plenum Rated Communications Cable
CMR Riser-Rated Communications Cable
OSP Outside Plant Cable

C. Initial Cable Inspection: The contractor shall inspect all cable prior to installation to verify that it is identified properly on the reel identification label, that it is of the proper gauge, containing the correct number of pairs, etc. Note any buckling of the jacket that would indicate possible problems. Damaged cable or any other components failing to meet specifications shall not be used in the installation.

D. Cable Lubricants specifically designed for installing communications cable may be used to reduce pulling tension as necessary when pulling cable into conduit.

2.2 ACCEPTABLE MANUFACTURERS

A. Horizontal Cabling Systems:
1. Leviton/Berk-Tek

B. Backbone Cabling Systems:
1. Commscope Uniprise
2. Panduit
3. Corning

C. Above-Ceiling Support Systems:
1. Tomarco CEAS
2. Panduit
3. Caddy
4. Arlington

D. Head-End Systems:
1. Chatsworth (CPI)
2. Hoffman
3. Commscope
4. Belden

2.3 PERFORMANCE REQUIREMENTS

A. Horizontal Cabling Systems:
1. Cable:
   a. The Structured Cabling System provided shall be unshielded twisted pair, four-pair, solid copper conductor, meeting the intent and quality level of the TIA/EIA-568 Commercial Building Wiring Standard.
   b. Cabling shall be rated CMP.
   c. Shall be Berk-Tek 1000

2. Jacks:
   a. Flush mount jacks shall be high quality 8p 8c modular jacks with circuit board construction and IDC style or 110-style wire, T568B terminations (verify with Owner). Jacks shall meet EIA/TIA TSB40 recommendations for connecting hardware.
   b. Shall be standard 8-position, RJ-45 Style, FCC compliant
   c. Shall be designed for 4-pair, 100 Ohm balanced UTP Cable
   d. Shall terminate 26-22 AWG solid or stranded conductors
   e. Shall accept FCC compliant 6 position plugs.
   f. Shall have attached wiring instruction labels to permit either T568A or T568B wiring configurations.
   g. Shall be backward compatible with existing Category 3, 5 and 5E cabling systems for fit, form and function
   h. Shall meet or exceed transmission requirements for connecting hardware, as specified in ANSI/TIA/EIA-568-C2, Transmission Performance Specifications for 4-Pair 100 Ohm.
   i. Shall be UL Listed and CSA certified.
   j. Each jack shall have category rating identified on the front face.
   k. Shall be Cat 6
3. Patch Cords
   a. Shall be factory terminated, with strain-relief boot
   b. Shall match manufacturer of horizontal cabling system
   c. Shall be Category 6
   d. Patch Cables shall be provided by Contractor for each station outlet and each patch panel jack (i.e. 2 cables per drop/tie cable). Patch cables shall be pinned per EIA 568B and shall be terminated with 8p8c non-keyed plugs at both ends. Patch cords shall be a length suitable to neatly run from farthest two jacks on patch panel and still provide slack to dress cable.
4. Faceplates
   a. All cabling shall be in (2) port surface mount box above ceiling
5. Cabling Support Systems
   a. J-Hooks or Saddle Bags
      1) Hold up to 5” diameter bundle of cable without sagging, bending or damaging cable
      2) All Velcro used above ceilings must be rated CMP
6. Labels
   a. Labels: The Contractor shall label all outlets using permanent machine engraved labels approved by the Owner. Label patch panels in the wiring closet to match those on corresponding data outlets. The font shall be at least one-eighth inch (1/8”) in height, block. All labels shall correspond to as-builts and to final test reports.
   b. Contractor shall ensure complete durable laser printable cable labels typed labeling of all outlets and cables with numbers that correspond to locations on the punch down block. Labeling system shall correspond to the Owner’s labeling system. Verify with Owner. Provide tags (black letters on white labels, plastic coated) on all cables and outlets.
      1) Durable laser printable cable labels.
      2) Designed to function in most desktop laser printers.
      3) Durable Polyester label stock.
      4) Self -Laminating wrap around design.
      5) Available in US letter sheet size of 8.5" x 11".
      6). Clear Polyester with White and Colored Print-on areas.
      7) Polyester rated for 0F to 275F for indoor and outdoor applications.

8) Patch Panel Port Identification.
9) Face Plate and Port Labels.
10) 110 & NS6-110 Cross Connect Labels
11) Rack and Cabinet Labels.
12) Fiber Adapter Labels.
13) Pre-Printed Port Labeling.

PART 3 - EXECUTION

3.1 GENERAL

A. At completion the horizontal cabling system shall be inclusive of Cat 6, jacks, faceplates, patch cords, above-ceiling supports, labels, testing, and all supporting equipment to provide a complete solution as described in this specification.

3.2 EXISTING CONDITIONS

A. It is encouraged that the contractor be familiar with the site and existing district infrastructure before submitting proposal. Congested building areas shall be inspected by the contractor to ensure coordination with the other trades during construction. No extras shall be permitted because of the contractor's failure to properly investigate existing conditions or building design at the time of the proposal.

B. The Contractor shall coordinate with other system vendors, where appropriate, to facilitate equipment installation, scheduling, protection of equipment and access to the project site in order to provide the Owner a substantially complete project in a timely manner.

3.3 HORIZONTAL CABLING

A. Colors/Types
1. Cable
a. Blue
2. Jacks/Patch Cords
a. Security – Coordinate Color with Owner
3. Faceplates
a. Coordinate with Division 26

B. Installation
1. Horizontal Cabling
a. One (1) cable shall be provided for each port shown on the drawings, unless otherwise shown on drawings. Cable shall be rated CMP. The SCS shall serve as a vehicle for transport of data, video and telephony signals throughout the network from designated demarcation points to outlets located at various desk, workstation and other locations as indicated on the contract drawings and described herein. Applications standards supported should include, but be not limited to, IEEE 802.3, 10Base5, 10BASE-T, IEEE 802.5, 4 Mbps, 16Mbps 328 ft. [100m], and TP-PMD. In addition, these links/channels shall be capable of supporting applications such as 100 Base-T and 52/155 Mbps ATM AND 77 Channel Analog Broadband Video to 550 Mhz. Gigabit cable performance shall be capable of supporting applications including AES/EBU Digital Audio, 270 Mbps Digital video, 622 Mbps 64-CAP ATM, 1000BASE-T Gigabit Ethernet and 1.2 Gigabit ATM.
b. The cabling shall be installed per requirements of the manufacturer and the Project Documents, utilizing material meeting all applicable

TIA/EIA standards. The contractor is responsible for providing all incidental and/or miscellaneous hardware not explicitly specified below as required for a complete and operational system.

c. Cable shall not run near (6 inches' perpendicular, 12 inches parallel) to power conduits (and other electrical noise sources). No patch panel, cable, outlet or punch block shall be within 6 feet of transformers or 12 inches of fluorescent lights, light fixtures, A/C wiring, radio systems or any other RF emitting device in ceilings or in/on walls.

d. Furnish and install pull strings in all new conduits, including all conduits with cable installed as part of this contract. Pull test is not to exceed 200 pounds.

e. Conduit sleeves shall be provided from outside IDF/MDF location to below ceiling area above ladder rack inside IDF/MDF. Minimum conduit size for data cabling sleeves shall be 4 inch.

f. Any data cabling installed in any conduit that is run underground in or under building slab shall be outside plant rated and sealed at each end with approved gel cable/conduit sealant.

g. Cable runs shall be free of splices, kinks, excessive slack, and damage to the outer jacket

h. Cables shall not be painted.

i. Cables shall be placed with sufficient bending radius so as not to kink, shear or damage the cable jacket or to otherwise diminish the transmission capability of the wire inside.

j. Cable and/or cable bundles shall not be attached to any electrical wiring or light fixtures, nor will its vertical deflection allow it to encounter HVAC mechanical equipment, electrical wiring, conduits, piping, or fluorescent light fixtures.

k. All data cables shall be home runs from outlet at final termination to patch panel at IDF/MDF.

l. Cable Termination:

1) Number of twists per foot shall be maintained all the way to cable termination point.

2) Provide three (3) foot service loop above ceiling for each drop, on workstation and head-end side

3) Cable shall be terminated using tools specified by the cable manufacturer.

m. If there is no IDF/MDF within 90-meter cable limitations of drop, contractor shall be responsible for additional IDFs as required for a complete system. Locate additional IDFs in Mechanical/ Electrical Rooms or as directed by Owner. Provide additional 120-volt power and receptacles as required for additional IDF locations, like those IDFs indicated or specified elsewhere.

n. Cable Supports:

1) In suspended ceiling and raised floor areas where duct, cable trays or conduit are not available, the Contractor shall bundle, in bundles of 50 or less, station wiring with cable ties snug, but not deforming the cable geometry. Cable bundles shall be supported and attached to the building structure and framework at a maximum of five (5) foot intervals.

2) Cables shall not be attached to lift out ceiling grid supports or laid directly on the ceiling grid.

3) Cables shall not be attached to or supported by fire sprinkler heads or delivery systems or any environmental sensor located in the ceiling air space.

o. Fire Wall Penetrations: The Contractor shall avoid penetration of fire rated walls and floors wherever possible. Contractor shall also seal all

floor, ceiling and wall penetrations in fire or smoke barriers and in the wiring closet.

p. Wall Penetrations: Where penetrations are necessary, they shall be sleeved with metallic conduit and resealed with an Underwriter Laboratories (UL) approved sealant.

q. After installation, exposed cable and other surfaces must be cleaned free of lubricant residue.

r. Mounting heights shall conform to the Local Building Code Accessibility Standards. Mounting height shall match adjacent wiring devices unless noted otherwise.

s. Two (2) duplex receptacle(s) shall be installed at all IDF locations and circuited to the nearest computer power panel board. Coordinate with Division 26.

t. Contractor shall not hang cabling on pipes or wiring looms. Provide and install separate J-Hooks, cable saddles or cable trays to carry cable plant that is installed. Cable support shall be secured to building structure.

u. Cable shall run parallel and perpendicular to building lines. Changes in direction will be made with smooth bends, not exceeding minimum bend radius.

v. Patch Cords:

1) Furnish and install quantity one (1) 7’ at workstation side,

2) Furnish and install quantity one (1) 10’ at head-end side

w. Access Control:

1) Install surface mount box above ceiling, label the grid below or where the nearest plenum is.

y. Damage:

1) The Contractor shall replace or rework cable showing evidence of improper handling including stretches, kinks, short radius bends, over-tightened bindings, loosely twisted and over-twisted pairs at terminals and excessive cable sheath has been removed.

2) The Contractor shall replace any damaged ceiling tiles that are broken during cable installation. Ceiling tiles shall match existing or new as specified elsewhere.

3.5 HEAD-END SYSTEMS

A. Installation

1. Cable Placement: Cable installation in the wiring closet must conform to the Project Drawings. All cabling shall be routed to avoid interference with any other service or system, operation, or maintenance location. Avoid crossing areas horizontally just above or below any riser conduit. Lay and dress cables to allow other cables to enter the conduit/riser without difficulty later by maintaining a working distance from these openings.

2. Cable shall be routed as closely as possible to the ceiling, floor or corners to ensure that adequate wall or backboard space is available for current and future equipment. All cable runs within the wiring closet shall be horizontal or vertical within the constraints of minimum cable bending radii. Minimum bend radius shall be observed. Cables shall not be tie-wrapped to electrical conduit or other equipment. All incoming cables shall be routed on the cable tray and neatly dressed down to the patch panels.

3. Allow for (10) additional patch panels across the project in case the patch panel in the nearest data closet is full..

3.6 HORIZONTAL CABLE TESTING/LABELING

A. Notification: The Owner/Architect/Engineer shall be notified one week prior to any testing so that the testing may be witnessed.

B. Final Acceptance: Before requesting a final acceptance, the Contractor shall perform a series of end-to-end installation performance tests. The Contractor shall submit for approval a proposal describing the test procedures, test result forms and timetable for all copper and fiber optic cabling.

C. Procedures: Trained personnel shall perform all testing. Acceptance of the test procedures discussed below is predicated on the Contractor's use of the recommended products and adherence to the inspection requirements and practices set forth. Acceptance of the completed installation shall be evaluated in the context of each of these factors.

D. Errors: When errors are found, the source of each error shall be determined, corrected and the cable retested. All defective components shall be replaced and retested. Retest results must be entered on the test results form. All corrections shall be made prior to final acceptance test.

E. Twisted Pair Cable Testing

1. At a minimum, the Contractor shall test all station drop cable pairs from data closet termination patch panel port to station insert. Products shall be tested for compliance to ANSI/TIA/EIA 568 and ISO/IEC 11801 for a rated installation. Test equipment used shall meet TIA/EIA TSB-67, Level 4 accuracy. Further, the Contractor shall have a copy of TSB-67 in their possession and be familiar with its contents. Testing shall be against either appropriate category standards or the manufacturer's specifications whichever is more stringent and applicable.
2. Each wire/pair shall be tested at both ends for the following:
    a. Wire map (pin to pin connectivity)
    b. Length (in feet)
    c. Attenuation
    d. Near End Cross Talk (NEXT)
    e. Power Sum
    f. Structural Return Loss
    g. Delay Skew
    h. PSNEXT
    i. ACR
    j. PSACR
    k. Equal Level Far End Crosstalk (ELFEXT)
    l. PSELFEXT
    m. Far End Crosstalk (FEXT)
    n. Propagation Delay
3. Test equipment shall provide an electronic and printed record of these tests. Test equipment calibration documentation shall be available for on-site inspection.
4. Test results of each four-pair UTP cable must be submitted with identification to match labels on all patch panel ports and 8p8c jacks and must match as-builts associated with that cable.

F. Acceptance of the Data Communications Cabling System shall be based on the results of testing, functionality, and the receipt of documentation. With regard to testing, all fiber segments and all workstation data cables must meet the criteria specified. With regard to functionality, the contractor must demonstrate to the Owner that 100 Base-T data signals can be successfully transmitted, bi-directionally, from the MDF and from some number

of individual data outlets. The number of outlet locations to be tested shall be determined by the Owner.

G. Coordinate with Architect and Owner's Information Systems Department the required SCS identification prior to construction. Exact nomenclature for identification shall be submitted in writing to the Architect for review prior to final identification.

H. Cable Drop Label Nomenclature:
   1. Each port shall be identified; verify exact nomenclature with Owner.
   2. Each port on the “front” or facing side of each patch panel shall be identified.
   3. Each patch panel or “blade” shall be identified on the “front” or facing side.
   4. In each rack, numbering shall begin the upper left patch panel (as viewed from the “front” of the patch panels), extending down vertically through each rack’s complement of patch panels, and sequencing to the upper patch panel in the next adjacent rack.
   5. All data cable jackets should be labeled at both terminations:
      a. Cable end at faceplate termination should be labeled to match faceplate designation.
      b. Cable end at IDF/patch panel termination should be labeled to match back port designation on patch panel.

3.7 WARRANTY

A. The Product Warranty shall cover the replacement or repair of defective product(s) and labor for the replacement or repair of such defective product(s).

B. A twenty (20) year extended product warranty and application assurance for this structured cabling system shall be provided as follows:
   1. The extended product warranty shall ensure against product defects, that all approved cabling components exceed the specifications of TIA/EIA 568 and ISO/IEC IS 11801, exceed the attenuation and NEXT requirements of TIA/EIA TSB 67 and ISO/IEC IS 11801 for cabling links/channels, that the installation shall exceed the loss and bandwidth requirements of TIA/EIA TSB 67 and ISO/IEC IS 11801 for fiber links/channels. The warranty shall apply to all passive SCS components.

C. The extended warranty application assurance shall cover the failure of the wiring system to support the application which it was designed to support by recognized standards or user forums that use the ITA/EIA 568 or ISO/IEC IS 11801 component and link / channel specifications for cabling, for a twenty (20) year period.

D. Upon successful completion of the installation and subsequent inspection, the customer shall be provided with a numbered certificate, from the manufacturing company, registering the installation.

END OF SECTION

SECTION 28 01 00

ELECTRONIC SAFETY AND SECURITY OPERATING AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Compile Electronic Safety and Security (ESS) product data and related information appropriate for Owner's operation and maintenance of products furnished under Contract. Prepare ESS operating and maintenance data as specified in this Section and as referenced in other sections of specifications.

B. Instruct Owner's personnel in operation and maintenance of equipment and systems.

C. Submit 5 copies of complete manual in final form.

1.2 ESS OPERATING AND MAINTENANCE MANUAL SUBMITTAL SCHEDULE

A. Thirty (30) days after receipt of reviewed submittals bearing the Architect/Engineer's stamp of acceptance (including resubmittals), submit for review 1 copy of the first draft of the ESS Operating and Maintenance Manual. This copy shall contain as a minimum:

1. Table of Contents for each element.
2. Contractor information.
3. All shop drawings, coordination drawings and product data, bearing the Architect / Engineer's stamp of acceptance.
4. All parts and maintenance manuals for items of equipment.
5. Warranties (without starting dates).
6. Certifications that have been completed. Submit forms and outlines of certifications that have not been completed.
7. Operating and maintenance procedures.
8. Form of Owner's Training Program Syllabus (including times and dates).
9. Control operations / equipment wiring diagrams.
10. Coordination Drawings.
11. Schedule of Low Voltage Wire and Cable
12. Schedule of ESS Equipment
13. Schedule of ESS Field Devices
14. Other required operating and maintenance information that are complete.

B. Copy will be returned to the Contractor within 15 days with comments for corrections.

C. Submit the (5) completed manuals in final form to the Architect/Engineer:

1. Prior to substantial completion for Owner's use after the Owner accepts facility maintenance
2. Include all specified data, test reports, drawings, dated warranties, certificates, along with other materials and information

D. The Architect / Engineer shall review the manuals for completeness within 15 days.

E. The Contractor shall be notified of any missing or omitted materials. The Manuals shall be reworked by the Contractor, as required, in the office of the Architect / Engineer. The manuals will not be retransmitted.

F. Four complete manuals shall be delivered to the Owner.

PART 2 - PRODUCTS

2.1 BINDERS

A. Commercial quality black, 3-ring binders with clear, durable, cleanable plastic covers.

B. Minimum ring size: 1".
Maximum ring size: 3".

C. When multiple binders are used, correlate the data into related groupings.

D. Label contents on spine and face of binder with full size insert. Label under plastic cover.

PART 3 - EXECUTION

3.1 ESS OPERATION AND MAINTENANCE MANUAL

A. Form for Manuals:
1. Prepare data in form of an instructional manual for use by Owner's personnel.
2. Format:
a. Size: 8-1/2" x 11".
b. Text: Manufacturer's printed data or neatly typewritten.
3. Drawings:
a. Provide reinforced punched binder tab and bind in text.
b. Fold larger drawings to size of text pages.
4. Provide flyleaf indexed tabs for each separate product or each piece of operating equipment.
5. Cover: Identify each volume with typed or printed title "Operating and Maintenance Instructions". List:
a. Title of Project
b. Identity of separate structures as applicable.
c. Identity of general subject matter covered in the manual.
6. Binder as specified.

B. Content of Manual:
1. Neatly typewritten Table of Contents for each volume arranged in systematic order as outlined in the specifications.
a. Contractor, name of responsible principal, address and telephone number.
b. A list of each product required to be included, indexed to content of the volume.
c. List with each product, name, address and telephone number of:
1) Subcontractor or installer.
2) Maintenance contractor as appropriate.
3) Identify area of responsibility of each.
4) Local source of supply for parts and replacement.
d. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
2. Product Data:
a. Include those sheets pertinent to the specific product.
b. Annotate each sheet to:
1) Identify specific product or part installed.
2) Identify data applicable to installation.
3) Delete references to inapplicable information.
3. Drawings:
a. Supplement product data with drawings as necessary to illustrate:
1) Relations of component parts of equipment and systems.

2) Cable Plant Layout

b. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.

c. Do not use Project Record Documents as maintenance drawings.

4. Written text as required to supplement product data for the particular installation:

a. Organize in consistent format under separate headings for different procedures.

b. Provide logical sequence of instructions for each procedure.

5. Copy of each warranty, bond and service contract issued.

a. Provide information sheet for Owner's personnel, giving:

1) Proper procedures in event of failure.

2) Instances which might affect validity of warranties or bonds.

6. Shop drawings, coordination drawings and product data as specified.

C. Sections for Equipment and Systems.

1. Content for each unit of equipment and system as appropriate:

a. Description of unit and component parts.

1) Function, normal operating characteristics, and limiting conditions.

2) Performance data, engineering data and tests.

3) Complete nomenclature and commercial number of replaceable parts.

b. Operating procedures:

1) Start up, routine and normal operating instructions.

2) Regulation, control, stopping, shut down and emergency instructions.

3) Special operating instructions.

c. Maintenance procedures:

1) Routine operations

2) Guide to trouble-shooting.

3) Disassembly, repair and reassembly.

4) Adjusting and checking.

5) Routine service

d. Manufacturer's printed operating and maintenance instructions.

e. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.

1) Items recommended to be stocked as spare parts.

f. Schedule of low voltage wire and cable

g. Schedule of ESS equipment

h. Schedule of ESS field devices

i. Each Contractor's coordination drawings.

1) As installed color coded wiring and cabling diagrams.

j. List of original manufacturer's spare parts and recommended quantities to be maintained in storage.

k. Other data as required under pertinent sections of the specifications.

2. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.

3. Additional requirements for operating and maintenance data as outlined in respective sections of specifications.

4. Provide complete information for products specified in Division 28.

5. Provide certificates of compliance as specified in each related section.

6. Provide start up and testing reports as specified in each related section.

7. Provide signed receipts for spare parts and material.

8. Provide training report and certificates.

END OF SECTION

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SECTION 28 05 00

ELECTRONIC SAFETY AND SECURITY GENERAL PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Except as modified in this Section, General Conditions, Supplementary Conditions, applicable provisions of Division 01 General Requirements, and other provisions and requirements of the Contract Documents apply to work of Division 28.

B. Applicable provisions of this section apply to all sections of Division 28.

C. The general provisions of the Contract and the requirements of the following Sections apply to the Work specified in this Section. See Division 26 for related general and specific requirements.

1.2 CODES AND STANDARDS

A. All equipment and work performed shall comply with all of the current and applicable Codes, Rules, Ordinances, Regulations and Standards (including those not specifically listed in this Specification) as interpreted and enforced by the authorities having jurisdiction including:

1. Americans with Disabilities Act (ADA)
2. Authorities Having Jurisdiction (AHJ) - Local
3. American National Standards Institute (ANSI)
4. American Society of Testing and Materials (ASTM) *Communications Cables - B694, B736, D4565, D4566, D4730, D4731, D4732*
5. Building Industry Consulting Services International (BICSI)
6. Code of Federal Regulations - Title 47
7. Electronics Industries Association (EIA) *Standard Test Procedures for Fiber Optic Fibers, Cables, Transducers, Connecting and Terminating Devices - EIA-455 Series*
8. Federal Communications Commission (FCC) - Communications Act and FCC Rules
9. Federal Information Processing Standards (FIPS) *Federal Building Standard for Telecommunications Pathways and Spaces - FIPS PUB 175, FIPS PUB 176*
10. The Insulated Cable Engineers Association (ICEA) *Communications Cable Stands - P-47-434, S-56-434, S-80-576, S84-608, S-85-625, S-86-634, S-87-640, S-89-648, S-90-661, S-98-688, S-99-689, S-100-685*
11. International Electro-technical Commission (IEC)
12. Institute of Electrical and Electronic Engineers (IEEE) *Local Area Networks/Metropolitan Networks Standards Collection - LAN/MAN 802 Series*
13. International Organization for Standardization (ISO) (ISO/IEC) *Premise Wiring Core and LAN/MAN Core Equivalents-11801, 8802, 14763-1*
14. International Telecommunication Union (ITU-T) *Telecommunications Standardization*
15. National Electrical Code (NEC) *National Electrical Code - NFPA 70*
16. National Electrical Contractor's Association (NECA) *Standards of Installation*
17. National Electrical Manufacturers Association (NEMA) *Performance Standard for Twisted Pair Premise Voice and Data Communications Cable-WC 63.1, WC 63.2, WC 66*
18. National Electrical Safety Code (NESC)
19. National Fire Protection Association (NFPA) - *National Fire Alarm Code NFPA 72, Life Safety Code NFPA 101*
20. Society of Cable Telecommunications Engineers (SCTE)
21. Local Accessibility Standards

22. Telecommunications Industries Association (TIA) *(ANSI/TIA/EIA) Wiring and Cabling Standards - 526, 568, 569, 570, 571, 598, 606, 607, 758, TSB 31-B, 63, 67, 72, 75 and 95*
23. Uniform Building Code (UBC)
24. Underwriters Laboratories, Inc. (U.L.) - *497A, 910, 1077, 1863, 1283, 1459, 1604, 1651, 1681, 1690, 1778, 1977*

B. Resolve any code violations discovered in contract documents with the Engineer prior to award of the contract. After Contract award, any correction or additions necessary for compliance with applicable codes shall be made at no additional cost to the Owner.

C. This Contractor shall be responsible for being aware of and complying with asbestos NESHAP regulations, as well as all other applicable codes, laws and regulations.

D. Obtain all permits required.

1.3 SUMMARY

A. Provide complete and working ESS Systems including equipment, conduit, wiring, material, labor and training as described in this Specification and the Drawings. The ESS Systems Drawings and Specifications are the sole property of the Architect and are not to be duplicated, scanned, loaned or in any way made available to persons not designated as authorized by the Architect. All ESS Systems plans and specifications are to be returned to the Architect following completion of bid.

1.4 SPACE REQUIREMENTS

A. Consider space limitations imposed by contiguous work in selection and location of equipment and material. Do not provide equipment or material that is not suitable in this respect.

1.5 RELATION WITH OTHER TRADES

A. Carefully study all matters and conditions concerning the project. Submit notification of conflict in ample time to prevent unwarranted changes in any work. Review other Divisions of these specifications to determine their requirements. Extend electrical services and final connections to all items requiring same.

B. Because of the complicated relationship of this work to the total project, conscientiously study the relation and cooperate as necessary to accomplish the full intent of the documents.

C. Provide sleeves and inserts in forms as required for the work. Stub up and protect open ends of pipe before any concrete is placed. Furnish sizes of required equipment pads. Furnish and locate bolts and fittings required to be cast in them.

D. Locate and size openings required for installation of work specified in this Division in sufficient time to prevent delay in the work.

E. Refer to other Divisions of the specifications for the scope of required connections to equipment furnished under other Division. Determine from the General Contractor / Construction Manager for the various trades, the Owner, and by direction from the Architect / Engineer, the exact location of all items. The construction trades involved shall furnish all roughing-in drawings and wiring diagrams required for proper installation of the electrical work.
1. Make final connections to all ESS equipment indicated on the drawings, except as noted.

F. Request all Shop Drawings required in ample time to permit proper installation of all electrical provisions.

G. Extend services as indicated to the various items of equipment furnished by others. Rough-in for the various items and make final connections ready for operation upon placing of the equipment.

1.6 CONCEALED AND EXPOSED WORK

A. When the word "concealed" is defined as hidden from sight as in chases, furred spaces or above ceilings. "Exposed" is defined as open to view, in plain sight.

1.7 GUARANTEE

A. Guarantee work for a minimum of two years or as noted longer elsewhere from the date of substantial completion of the project. During that period make good any faults or imperfections that may arise due to defects or omissions in material, equipment or workmanship. At the Owner's option, replacement of failed parts or equipment shall be provided.

1.8 MATERIAL AND EQUIPMENT

A. Furnish new and unused materials and equipment meeting the requirements of the paragraph specifying acceptable manufacturers. Where two or more units of the same type or class of equipment are required, provide units of a single manufacturer.

1.9 NOISE AND VIBRATION

A. Select equipment to operate with minimum noise and vibration. If noise or vibration is produced or transmitted to or through the building structure by equipment, piping, ducts or other parts of work, and judged objectionable by the Owner, Architect, or Engineer, rectify such conditions at no additional cost to the Owner. If the item of equipment is judged to produce objectionable noise or vibration, demonstrate at no additional cost that equipment performs within designated limits on a vibration chart.

1.10 ACCEPTABLE MANUFACTURERS

A. Manufacturers names and catalog number specified under sections of Division 28 are used to establish standards of design, performance, quality and serviceability and not to limit competition. Equipment of similar design, equal to that specified, manufactured by a named manufacturer shall be acceptable on approval. A request for prior approval of equipment not listed must be submitted ten (10) days before proposal due date. Submit complete design and performance data to the Architect. The Architect and Owner issue approvals of acceptable manufacturers as addenda to the Construction Proposal Documents.

1.11 UTILITIES, LOCATIONS AND ELEVATIONS

A. Locations and elevations of the various utilities included within the scope of this work:
   1. Obtained from utility maps and other substantially reliable sources.
   2. Are offered separate from the Contract Documents as a general guide only without guarantees to accuracy.

B. Examine the site and verify the location and elevation of all utilities and of their relation to the work. Existing utilities indicated on the site plans are for reference only and shall be field verified by the Contractor with the respective public or private utility.

1.12 CONTRACT DRAWINGS

A. Contract drawings are diagrammatic only and do not give fully dimensioned locations of various elements of work. Determine exact locations from field measurements.

B. It is the responsibility of the Contractor to compare the scale of all electrical drawings with the scale of the architectural drawings and make adjustments to all electrical drawings which have the incorrect drawing scale so that his material takeoffs are not in error due to an incorrectly labeled drawing scale and his proposal is complete.

1.13 ABBREVIATIONS AND DEFINITIONS

A/V	Audio/Visual
AWG	American Wire Gauge
BCR	Building Communications Room
CMP	Communications Media Plenum
CMR	Communications Media Riser
dB	Decibel
EMI	Electromagnetic Interference
ER	Equipment Room
ESS	Electronic Safety and Security
FACP	Fire Alarm Control Panel
FCR	Floor Communications Room
Hz	Hertz
IDF	Intermediate Distribution Frame
Km	Kilometer
LCD	Liquid Crystal Display
LED	Light Emitting Diode
M	Micron
MDF	Main Distribution Frame
MHz	Megahertz
NEXT	Near-End Cross Talk
nm	Nano-meter
OFN	Optical Fiber Non-conductive
OFNP	Optical Fiber Non-conductive Plenum
OFNR	Optical Fiber Non-conductive Riser
OTDR	Optical Time Domain Reflectometer
TC	Telecommunications Closet *(Now referred to as TR)*
TR	Telecommunications Room *(A.K.A. TC - Telecommunication Closet)*
UTP	Unshielded Twisted Pair Wire

Definitions:

Low Voltage Wire - Wire or cable used for one or more systems that operate on 24 volts or less. Low Voltage Wire is used to install and interconnect one or more of the ESS Systems. Low Voltage Wire includes patch cords, jumpers and all portions of cable or wire used to make the ESS Systems operational or for system communications.

Electronic Safety and Security Systems - One or more of the following and associated equipment: Fire Detection/Alarm Systems, Intrusion Detection/Alarm Systems, Access Control Systems, Video Surveillance Systems,

1.14 QUALITY ASSURANCE

A. Equipment Standards:

1. System and all components shall be brand new stock from manufacturer.
2. All electronics shall be 100% solid state.
3. System and all components shall bear a UL Label.

B. Contractor Qualifications:

At the time of Proposal, the Contractor shall:

1. Have manufactured, supplied or installed at least three (3) other systems of similar size, complexity, and general operation as the systems described in these specifications. The Contractor shall furnish in writing to Architect proof of compliance with this paragraph at the time of proposal.
2. Hold all legally required Texas State Contractor's licenses necessary to accomplish the installation and activation of the described system at the facilities indicated. The Contractor shall submit copies of licenses to the Architect prior to the start of work
3. Hold all legally required state registrations to meet local requirements for submittal drawings.
4. Have a local office within fifty (50) miles of the project site staffed with factory trained technicians who have experience on systems of similar complexity and function as the systems described in these specifications. These technicians shall be fully capable of system engineering support, installation supervising, system start-up, and providing the Owner with training and service on both hardware and software for the systems specified.
5. Certify complete and total compliance with the provisions of these specifications by letter or submittal of the proposal response forms, signed by an officer of the corporation, or a principal if other ownership currently exists. In addition, the letter or forms shall include a complete listing of exceptions, if any.

1.15 SUBMITTALS

A. Provide SUBMITTALS according to Division 1 and the following.

B. Requirements:

1. Submit paragraph-by-paragraph specification review indicating compliance or deviation with explanation.
2. Submit proof that all system components and cables are U.L. Listed.
3. An equipment list with names of manufacturers, model numbers, and technical information on all equipment proposed. Clearly mark exact model number proposed to be installed.
4. Product technical information sheets for each principal components in the proposed system, including cable, wire, terminal marking, and wire marking material.
5. Certification from the manufacturer stating that the system Contractor is an authorized distributor or installer of the proposed system when such certifications exist.
6. A statement listing every technical and operational parameter wherein the submitted equipment varies from that which was originally specified. If the submitter fails to list a particular variance and his submittal is accepted, but is subsequently deemed to be unsatisfactory because of the unlisted variance, the submitter shall replace or modify such equipment at once and without cost to the Owner.

1.16 EXAMINATION OF SITE

A. The Contractor shall have visited the site and familiarized himself with all existing conditions prior to submitting his proposal and shall be prepared to carry out the work within the existing limitations. Failure or neglect to do so shall not relieve the Contractor of his responsibilities not entitle him to additional compensation for work overlooked and not included in his proposal.

B. The Contractor shall confirm the availability of the proper power source for each piece of specified equipment, through site visits and Drawings as necessary. Where proper power does not exist, the Contractor shall provide the required power, circuits, outlets, conduits, and wire as specified under Division 26.

1.17 DATA ACCURACY

A. Absolute accuracy of information regarding existing conditions cannot be guaranteed. The Drawings and Specifications are for the assistance and guidance of the Contractor and exact locations, distances, elevations, etc., shall be governed by actual field conditions. Where variations from the contract documents are required, such variations shall be approved by the Architect / Owner.

1.18 SECURITY

A. The Contractor is responsible for complying with all of the Owner's and facility security's requirements to prevent theft or damage to equipment, tools and materials. If any deviation from facility security requirements is necessary, approval for such deviation shall be coordinated with the Owner.

B. The Contractor shall not disclose any confidential information of the Owner. The Contractor acknowledges that such action is highly injurious and can do damage to the Owner. The Contractor will agree to and comply with the standard policies and provisions of the Owner regarding outside Contractors and Consultants.

1.19 UTILITIES

A. It shall be the responsibility of the Contractor to provide all temporary connection and cables, lighting, light stands and power. The facilities shall be used in accordance with all applicable regulations regarding operations, safety and fire hazards of the governmental Authorities Having Jurisdiction, provided they are not used in a wasteful manner.

1.20 PERMITS

A. All permits required for the specified performance and completion of the work shall be secured by the Contractor. These permits shall be presented and reviewed at the initial project progress meeting.

1.21 NOTIFICATION

A. The Contractor shall not shut off any existing systems. The Contractor shall give the Owner at least ten (10) calendar day’s notice of any requirements to shut off or interference with existing alarm, regulating, computer or other service systems. The Owner will arrange and execute any shutdown. All work such as splicing, connections, etc., necessary to establish or re-establish any system shall be completed by the Contractor in close coordination with the Owner.

1.22 INTERFERENCES WITH THE OWNER

A. Transportation and storage of materials at the facility, work involving the facility, and all other matters affecting the habitual use by the Owner of its buildings, shall be conducted so as to cause the least possible interference, and at times and in a manner acceptable to the Owner. The Contractor shall make every effort to delivery equipment per the schedule required by the project.

1.23 PROJECT RECORD DOCUMENTS

A. Maintain at the job site a separate set of white prints (blue line or black line) of the contract drawings for the sole purpose of recording the "as-built" changes and diagrams of those portions of work in which actual construction is significantly at variance with the contract drawings. Mark the drawings with a colored pencil. Prepare, as the work progresses and upon completion of work, reproducible drawings clearly indicating locations of various major and minor feeders, equipment, and other pertinent items, as installed. Record underground and underslab cables installed, dimensioning exact location and elevation of such installations.

B. At conclusion of project, obtain without cost to the Owner, electronic AutoCAD 2012 / Revit CAD files of the original drawings and transfer as-built changes to these. Provide the following as-built documents including all contract drawings regardless of whether corrections were necessary and include in the transmittal: “2 sets of CDs and prints for Owner’s use, one set of CDs, prints, and mylars for Architect / Engineers Records”. Delivery of these as-built electronic, reproducible and prints is a condition of final acceptance.
   1. 3 sets of electronic AutoCAD (2012 dwg) / Revit CAD drawing files, on CD-ROM media, of each contract as-built drawing.
   2. One reproducible Dayrex mylar film positive of each contract as-built drawing.
   3. Three sets of blue or black-line prints of each contract as-built drawing.

C. As-Built Drawings should indicate the following information as a minimum:
   1. Indicate all addendum changes to documents.
   2. Remove Engineer’s Seal, name, address, and logo from drawings.
   3. Mark documents AS-BUILT DRAWINGS.
   4. Clearly indicate: DOCUMENT PRODUCED BY:
   5. Indicate all changes to construction during construction. Indicate actual routing of all conduit and cables, etc that were deviated from construction drawings.
   6. Indicate exact location of all underground ESS raceways, and elevations.
   7. Correct schedules to reflect (actual) equipment furnished and manufacturer.
   8. During the execution of work, maintain a complete set of Drawings and specifications upon which all locations of equipment, devices, and all deviations and changes from the construction documents in the work shall be recorded.
   9. Exact location of all ESS equipment in building. Label panel schedules to indicate actual location.
   10. Exact location of all ESS equipment in and outside of the building.
   11. Location, size and routing of all ESS cables, conduits, equipment, etc. shall be accurately and neatly shown to dimension.
   12. Exact location of all roof mounted equipment, wall, roof and floor penetrations.
   13. Cloud all changes.

1.24 OPERATING TESTS

A. After all ESS systems have been completed and put into operation, subject each system to an operating test under design conditions to ensure proper sequencing and operation throughout the range of operation. Tests shall be made in the presence of the Architect / Engineer and Owner. Provide minimum 24-hour advance notice of scheduling of all tests. Make adjustments as required to ensure proper functioning of all systems. Special tests on individual systems are specified under individual sections. Submit 3 copies of all certifications and test reports adequately in advance of completion of the work to allow for remedial action as required to correct deficiencies discovered in equipment and systems.

1.25 WARRANTY

A. All equipment shall be covered for the full manufacturers warranty period and systems shall be warranted by the Contractor for a period of two years commencing with the filing date of

substantial completion. The Warranty shall cover all costs for warranty service, including parts, labor, prompt field service, pick-up, transportation, delivery, reinstallation, and retesting. A contract for service shall cover the period starting with the first expected activation of each system and shall continue without interruption to cover the period to the end of the two-year warranty as defined above. The end of the warranty period shall be handled such that a smooth transition to a maintenance agreement with the Owner shall be achieved with no lapse in coverage.

B. Submit 3 copies of all warranties and guarantees for systems, equipment, devices and materials. These shall be included in the Operating and Maintenance Manuals.

1.26 BUILDING CONSTRUCTION

A. It shall be the responsibility of the sub-contractor to consult the Architectural and Engineering drawings, details and specifications and thoroughly familiarize himself as to the construction and all job related requirements. All construction trades shall cooperate with the General Contractor / Construction Manager job site superintendent and lay out work so that all piping, cables, pathways, raceways, and other items are placed in the walls, furred spaces, chases, etc., so that there shall be no delay in the job.

1.27 TEMPORARY FACILITIES

A. General: Refer to Division 01 for general requirements on temporary facilities.

B. Temporary Wiring: Temporary power and lighting for construction purposes shall be provided under Division 26. Installation of temporary power shall be in accordance with NEC Article 305.

C. Temporary facilities, wire, lights and devices are the property of this Contractor and shall be removed at the completion of the Contract.

1.28 EXTRA MATERIALS

A. Keys: Provide three (3) sets of all keys for system cabinets.

PART 2 - PRODUCTS

2.1 WORK INCLUDED:

A. All materials listed in PART 2 - PRODUCTS of this Division Sections and on the Drawings shall be provided by the Contractor unless specifically excluded or modified in other portions of this Specification or Addendums.

PART 3 - EXECUTION

3.1 INSTALLATION:

A. This project has a critical path, which must be closely followed in order to meet the completion date. The Contractor shall review the proposed schedule at the Award of Contract meeting and be prepared to staff his work force according to the schedule constraints presented at that time.

B. Aesthetics are an important consideration in this installation. All components shall be installed so as to have aesthetically pleasing results as determined by the Owner and Architect. Actual locations of all visible components shall be coordinated in advance with the Owner and Architect.

C. Install, make fully operational and test the system as indicated on the Drawings and in the Specifications. Where information is not available the worst-case condition must be assumed to ensure a complete, functional system.

D. Any interfacing with other systems shall be the Contractor's responsibility under this contract, and the details, both logical and physical, of such interfaces shall be reflected in the Submittals and As-Built drawings.

E. If appropriate, interfaces with the Owner's Data Network or Telecommunications System shall be coordinated with the Owner and Architect.

F. All necessary back boards, back-boxes, pull-boxes, connectors, supports, conduit, cable and wire shall be furnished and installed to provide a complete and reliable system. Exact location of all backboards, boxes, conduit and wiring runs shall be presented to the Owner / Architect for approval in advance of any installation. Provide as required and as specified in Division 26.

G. Where required provide 120-VAC, 60 Hz power from nearest electrical panel through a junction box, to the system devices. Provide as required and as specified in Division 26.

H. Where required, install conduit, cable and wire parallel and square with building lines, including raised floor areas. Conduit fills shall not exceed 40%.

I. All equipment shall be mounted with sufficient clearance to minimize EMI as well as meet all applicable codes and facilitate observation and testing. Securely hand and/or fasten with appropriate fittings to ensure positive grounding, free of ground loops, throughout the entire system. Units shall be installed parallel and square to building lines.

J. Quiet and vibration-free operation of all equipment is a requirement of this installation. Properly adjust, repair, balance or replace any equipment producing objectionable (in the judgment of the Owner or Architect) noise or vibration in any of the occupied areas of any building and provide additional brackets and bracing if necessary. Any such additions or changes shall be at no additional cost to the Owner.

K. Installation shall comply with the CODES AND STANDARDS portion of this Section. Where more than one code or regulation if applicable, the more stringent shall apply.

L. Where new equipment is replacing old equipment, the Contractor is responsible for removing and disposing of the old equipment and doing whatever repair work is necessary as specified by the Owner / Architect.

M. Install firestopping, as specified in Division 26 for all penetrations in slabs and firewalls to meet code at the completion of work and prior to final testing demonstration to the Owner.

N. The installation shall be performed in a professional manner.

O. On a daily basis, clean up and deposit in appropriate containers all debris from work performed under the appropriate specification sections. Stack and organize all parts, tools and equipment when not being used.

P. Preparation, handling and installation shall be in accordance with the Manufacturer's written instructions and technical data appropriate to the product specified.

Q. All work shall conform to the National Electrical Contractor's Association "Standard of Installation" for general installation practice.

R. At the conclusion of the installation, all work areas, including all enclosures and boxes, shall be vacuumed and cleaned to remove all debris and grease.

3.2 COORDINATION WITH OWNER / ARCHITECT

A. Close coordination with the Owner / Architect is vital to achieve a complete, aesthetically pleasing job. The Contractor shall ensure that the Owner / Architect is kept fully apprized of job progress.

3.3 CUTTING, PAINTING, AND PATCHING

A. Structural members shall not be drilled, bored or notched in such a manner that shall impair their structural value. Cutting of holes in structural members, if required, shall be done with core drills and only with the specific approval of the Owner / Architect for each instance.

B. All walls that require cutting or repair during the installation process shall be returned to their original condition, including the matching of colors and finishes to the satisfaction of the Owner / Architect, and at no additional cost to the Owner.

3.4 WIRE AND CABLE

A. All low voltage cable shall be low smoke plenum rated, limited energy, with 300-volt insulation.

B. All wires in exposed areas shall run through conduit as specified in Division 26.

C. Provide conduits, cable trays, raceways, wireways, boxes and outlets as specified in Division 26.

D. After installation, and before termination, all wiring shall be checked and tested to insure there are no grounds, opens, or shorts on any conductors. In addition, all wires between buildings or underground and all coax cables shall have insulation tested with a megohmeter (megger) and a reading of greater than 20 megohms shall be required to successfully complete the test.

E. Run wires continuously from termination to termination without splices.

F. Wire and cable shall be supported in each equipment and terminal cabinet and in each terminal and pull box in vertical risers and horizontal runs with wire duct and strap-type supports. At any point where wire duct is required for good wire management, whether shown on elevations or not, install appropriate duct. Where terminal boards are used, wire ducts shall be supplied on both sides and at not rime shall wires cross over terminal boards. Arrange cables neatly to allow inspection, removal and replacement. Lace cables as required. Spot tie wire bundles with plastic cable ties and securely affix to panels. If screw type terminals are specified, terminal strip connections shall be locking, tongue style, pressure crimp, and solderless spade lug.

G. Visually inspect wire and cable for faulty insulation prior to installation. Protect cable ends at all times with acceptable end caps except during actual termination. At no time shall any coaxial cable be subjected to a bend less than a 6-inch radius. Protect wire and cable from kinks. Install 1 pull rope for all 2” or larger sized conduits.

H. Provide plastic bushings and strain relief material at all conduit exit points and where necessary, to avoid abrasion of wire and excess tension on wire and cable.

I. Cables above accessible ceilings shall not rest on ceiling tiles. Use Velcro tie wraps, J-hooks or D-rings to hold cables. Provide independent support for all cables. Support is to be from building structure (do not support from pipes or conduits). ESS cables shall not tie off on HVAC supports, all-thread, ceiling grid hanger wire or electrical / mechanical piping system.

J. Ground and bond equipment and circuits in accordance with NEC and Division 26.

3.5 IDENTIFICATION AND TAGGING

A. All cables, wires, wiring forms, terminal blocks and terminals shall be identified by labels, tags to other permanent markings in accordance with TIA/EIA-606. The markings shall clearly indicate the function, source, or destination of all cabling, wiring and terminals. All cables and wires shall be identified, utilizing heat-shrink, machine printed, polyolefin wire markers (Brady Type B-32 *or equal*). Hand written tags are not acceptable.

B. Should a situation arise where the wire tagging format as shown on the drawings cannot be used, a substitute format shall be submitted which complies with the intent to provide documentation that will permit end-to-end tracing of all ESS Systems wiring.

C. All panels shall be provided with permanently attached engraved lamacoid labels with identifying names and functions. All terminal points shall be appropriately labeled. Labels shall be consistent in form, color, and typeface throughout the system and all must contain the name of the system or subsystem as part of the label textual information. Design, color, font and layout shall be coordinated with, and approved by, the Owner.

D. Identification of Equipment:

1. All major equipment shall have a manufacturer's label identifying the manufacturer's address, equipment model and serial numbers, equipment size, and other pertinent data. Take care not to obliterate this nameplate. The legend on all nameplates or tags shall correspond to the identification shown on the Operating Instructions.
2. A black-white-black 3 layer laminated plastic engraved identifying nameplate shall be permanently secured to each wireway, terminal cabinet, and ESS cabinet or rack.
   a. Identifying nameplates shall have 1/2-inch high, engraved letters.
3. Permanent, waterproof, black markers shall be used to identify each ESS grid junction box, clearly indicating the type of system available at that junction box.
4. Pull Boxes: Field work each with a nameplate showing identity, and identifying equipment connected to it. Nameplates shall also indicate where pull box is fed from.

E. Prohibited Markings: Markings intended to identify the manufacturer, vendor, or other source from whom the material has been obtained are prohibited for installation in public, tenant, or common areas within the project. Also prohibited are materials or devices that bear evidence that markings or insignias have been removed. Certification, testing (example, Underwriters Laboratories), and approval labels are exceptions to this requirement.

F. Warning Signs: Provide warning signs where there is hazardous exposure associated with access to or operation of ESS facilities. Provide text of sufficient size to convey adequate information at each location; mount permanently in an appropriate and effective location. Comply with industry standards for color and design.

G. Wire and Cable Labeling: Provide wire markers on each conductor in all boxes, pull boxes, gutters, wireways. Identify with drop/circuit number.

H. Underground Warning Tape: Thomas and Betts or approved equal. Six-inch wide plastic tape, colored red or orange with suitable warning legend describing buried ESS lines. All underground conduits shall be so identified. Tape shall be buried at a depth of 6-inches below

grade and directly above conduits or ductbanks. Provide magnetic marking tape below all underground conduits.

3.6 CUTTING AND PATCHING

A. General: Comply with the requirements of Division 01 for the cutting and patching of other work to accommodate the installation of electrical work. Except as authorized by the Architect / Engineer, cutting and patching of electrical work to accommodate the installation of other work is not permitted.

3.7 INSTRUCTION OF OWNER'S PERSONNEL

A. Prior to substantial completion, conduct an on-site training program to instruct Owner's operating personnel in the operation and maintenance of the ESS systems.
   1. Provide the training during regular working day.
   2. The Instructors shall be experienced in their phase of operation and maintenance of the electrical systems and with the project.

B. Time to be allocated for instructions.
   1. Minimum of 12 hours dedicated instructor time
   2. 4 hours on each of 3 days
   3. Additional instruction time for specific systems as specified in other Sections.

C. Before on-site training, submit the program syllabus; proposed time and dates; for review and approval, minimum 48 hours prior to proposed training time and date.
   1. One copy to the Owner
   2. One copy to the Architect / Engineer

D. The Owner shall provide a list of personnel to receive instructions, and shall coordinate their attendance at the agreed upon times.

E. Use operation and maintenance manuals as the basis of instruction. Review manual with personnel in detail. Explain all aspects of operation and maintenance.

F. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shut down of each item of equipment.

G. Demonstrate equipment functions (both individually and as part of the total integrated system).

H. Prepare and insert additional data in the operating and maintenance manuals when the need for additional data becomes apparent during instructions.

I. Submit a report within one week after completion of training. List time and date of each demonstration, hours devoted to the demonstration, and a list of people present, with their respective signatures.

J. At the conclusion of the on-site training program, have the person designated by the Owner sign a certificate to certify that he/she has a proper understanding of the system, that the demonstrations and instructions have been satisfactorily completed, and the scope and content of the operating and maintenance manuals used for the training program are satisfactory.

K. Provide a copy of the report and the certificate in an appropriately tabbed section of each Operating and Maintenance Manual.

3.8 OPENINGS

A. Framed, cast or masonry openings for boxes, equipment or conduits are specified under other divisions. Drawings and layout work for exact size and location of all openings are included under this division.

3.9 HOUSEKEEPING PADS

A. Provide concrete equipment housekeeping pads under outdoor mounted ESS equipment.

B. Concrete and reinforcing steel shall be as specified in Division 03, or as indicated or noted.

C. Concrete pads:
   1. 6-inches thick minimum indoors; 8-inches thick minimum outdoors, or as indicated on the drawings or in other sections of the specifications.
   2. Chamfer strips at edges and corner of forms.
   3. Smooth steel trowel finish.
   4. Extend 3-inches minimum indoors beyond perimeter of equipment unless otherwise shown.
   5. 6-inch x 6-inch #8 wire reinforcement mesh.

3.10 OBSTRUCTIONS

A. The drawings indicate certain information pertaining to surface and subsurface obstructions, which has been taken from available drawings. Such information is not guaranteed, however, as to accuracy of location or complete information.
   1. Before any cutting or trenching operations are begun, verify with Owner's representative, utility companies, municipalities, and other interested parties that all available information has been provided.
   2. Should obstruction be encountered, whether shown or not, alter routing of new work, reroute existing lines, remove obstruction where permitted, or otherwise perform whatever work is necessary to satisfy the purpose of the new work and leave existing services and structures in a satisfactory and serviceable condition.

B. Assume total responsibility for and repair any damage to existing utilities or construction, whether or not such existing facilities are shown.

3.11 VANDAL RESISTANT DEVICES

A. Where vandal resistant screws or bolts are employed on the project, deliver to the Owner 2 suitable tools for use with each type of fastener used.

B. Proof of delivery of these items to the Owner shall be included in the Operating and Maintenance Manuals.

3.12 PROTECTION

A. Protect work, equipment, fixtures, and materials. At work completion, work must be clean and in original manufacturer's condition.

B. Do not deliver equipment to this project site until progress of construction has reached the stage where equipment is actually needed or until building is closed in enough to protect the equipment from weather. Equipment allowed to stand in the weather shall be rejected, and the contractor is obligated to furnish new equipment of a like kind at no additional cost to the Owner.

3.13 EQUIPMENT BACKBOARDS

A. Backboards: ¾ inch, fire retardant, exterior grade plywood, painted gray, both sides.
   1. Provide minimum of two 4-ft. by 8-ft. sheets of plywood for each location shown.
   2. Provide minimum of two 4-ft. by 4-ft. sheets of plywood for each ESS location.

3.14 SITE MANAGEMENT RESPONSIBILITY

A. The Contractor shall provide an on-site Project Manager as defined in SUPERVISION OF WORK portion of this Section.

3.15 START-UP RESPONSIBILITY

A. The Contractor shall initiate System operation. The Contractor shall provide competent Start-Up personnel on each consecutive working day until all ESS Systems are functional and ready to start the acceptance test phase. If the Contractor, in the Owner / Architect's judgment, is not demonstrating progress in solving any technical problems, the Contractor shall supply Manufacturer's factory technical representation and diagnostic equipment at no cost to the Owner, until resolution of those defined problems. Where appropriate, the Contractor shall bring the Systems on-line in their basic state (i.e., alarm reporting, facility code access control, etc.) It is the responsibility of the Owner to provide the specific database information that will be utilized for initial system programming.

B. Properly ground each piece of electronic equipment prior to applying power. Properly ground all shielded wire shields to the appropriate earth ground at the hub end only, not at the remote or device end.

C. Use a start-up sequence that incrementally brings each portion of the system on-line in a logical order that incorporates checking individual elements before proceeding to subsequent elements until the entire system is operational. The basic steps should include:
   1. Establish ground planes at the equipment rooms and hub end of the systems as specified in Division 26.
   2. Disconnect power, connect the first device, reconnect power, and verify operational correctness. Repeat until the entire system is verified and operational.

3.16 PREPARATION FOR ACCEPTANCE (SUBSTANTIAL COMPLETION)

A. All systems, equipment, and devices shall be in full and proper adjustment and operation, and properly labeled and identified.

B. All materials shall be neat, clean and unmarred, and parts securely attached.

C. All extra material as specified shall be delivered and stored at the premises as directed.

D. Test reports of each system and each system's components and As-Built Project Drawings shall be complete and available for inspection and delivery as directed by the Owner.

3.17 SYSTEM ACCEPTANCE REQUIREMENTS

A. Before final acceptance or work, the Contractor shall perform and/or deliver each of the following in the order stated.

B. The Contractor shall deliver three (3) composite "System Operations and Maintenance" manuals in three-ring binders, sized to hold the material below, plus 50% excess. Each manual shall contain in appropriately tabbed sections:

1. A statement of Guarantee including date of termination and the name and phone number of the persons to be called in the event of equipment failure.
2. A set of Operating procedures for the overall System that includes all required Owner activities, and that allows for the Owner operation of all attributes and facilities of the System.
3. A section for each specific type of equipment containing the vendor manuals, instruction sheets, and any related literature that cam in the original shipping container for that piece of equipment. Include all warranty cards.

C. Testing:
1. The Contractor shall perform all tests required by Division 28 and those submitted as part of this Section.
2. The Contractor shall activate all devices for proper system operation, including supervisory and trouble circuit tests. Similarly, audible alarms will not be activated except on a one-time, coordinated basis, to check the actual sounding devices.
3. A test report for each piece of equipment shall be prepared by the Contractor and submitted to the Owner. This report shall include a complete listing of every device, the date it was tested, by whom and the results. The final test reports shall indicate that every device tested successfully. Failure to completely test and document the tests will result in a delay of final testing and acceptance.

D. As-Built Drawings:
1. After completion of all the tests listed above, and prior to the final acceptance test, The Contractor shall submit the complete As-Built drawings as identified in PART 1 – PROJECT RECORD DRAWINGS.
2. The final As-Built Drawings shall consist on one set of reproducible prints, two (2) sets of Point-to-Point Detail Drawings, Equipment Schedules, and the complete detailed technical data that was shipped by the manufacturer with all installed equipment.

E. Final Acceptance Test: The Final Acceptance Test shall demonstrate the installed and activated System's performance and compliance with System Specifications. However, before this testing can begin the following must have received and reviewed by the Owner.
1. System Operations and Maintenance Manuals
2. System Test Reports
3. As-Built Drawings

3.18 NOTICE OF COMPLETION

A. When the Final System Acceptance Requirements described above including the Final Acceptance Test described above have been satisfactorily completed. The Owner / Architect shall issue a Letter of Completion to the Contractor indicating the date of such completion. The Notice of Completion shall be recorded by the Contractor upon receipt of the Owner / Architect completion letter. This date of record shall be the start of the warranty period.

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SECTION 28 05 07

SHOP DRAWINGS, COORDINATION DRAWINGS & PRODUCT DATA

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Prepare submittals as required by Division 1 and as outlined below.

B. Submit product data shop drawings only for the following and for items specifically requested elsewhere in the Contract Drawings and Specifications. Architect / Engineer reserves the right to refuse shop drawings not requested for review and to imply that materials shall be provided as specified without exception.

C. The term submittal, as used herein, refers to all:
1. Shop Drawings
2. Coordination Drawings
3. Product data

D. Submittals shall be prepared and produced for:
1. Distribution as specified
2. Inclusion in the Operating and Maintenance Manual, as specified, in the related section

1.2 SHOP DRAWINGS

A. Present drawings in a clear and thorough manner. Identify details by reference to sheet and detail, schedule, or room numbers shown on Contract Drawings.

B. Show all dimensions of each item of equipment on a single composite Shop Drawing. Do not submit a series of drawings of components.

C. Identify field dimensions; show relation to adjacent or critical features or work or products.

1.3 COORDINATION DRAWINGS

A. Present in a clear and thorough manner. Title each drawing with project name. Identify each element of drawings by reference to sheet number and detail, or room number of contract documents. Minimum drawing scale: 1/4"=1'-0".

B. Prepare coordination drawings to coordinate installations for efficient use of available space, for proper sequence of installation and to resolve conflicts. Coordinate with work specified in other sections and other divisions of the specifications.

C. For each room containing ESS equipment and each rack with ESS equipment, submit plan and elevation drawings. Show:
1. Actual ESS equipment and components to be furnished.
2. NEC working space and NEC access to NEC working space.
3. Relationship to other equipment and components and openings, doors and obstructions
4. Rack location and dimensions

D. Identify field dimensions. Show relation to adjacent or critical features of work or products.

E. Verify location of ESS station devices and other work specified in this Division.
   1. Coordinate with drawing details, site conditions and millwork shop drawings prior to installation.
   2. Where required for clarification, submit shop drawings prior to rough-in and fabrication.

F. Submit shop drawings in plan, elevation and sections, showing outlets and other devices in casework, cabinetwork and built-in furniture.

1.4 PRODUCT DATA

A. All product options specified shall be indicated on the product data submittal. All options listed on the standard product printed data not clearly identified as not part of the product data submitted shall become part of the Contract and shall be provided.

B. Mark each copy of standard printed data to identify pertinent products, referenced to specification section and article number.

C. Show reference standards, performance characteristics and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions and required clearances.

D. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the work. Delete information not applicable.

E. Mark up a copy of the specifications for the product to indicate a) acknowledgement of the specification requirement (Comply), or b) acknowledgement that the particular specification requirement does not apply to this specific project (Not Applicable) or, c) acknowledgement that the specification requirement cannot be made or that a variance is being submitted for review to the Architect / Engineer/Owner (Does Not Comply, Explanation:)

1.5 MANUFACTURERS INSTRUCTIONS

A. Submit Manufacturer's instructions for storage, preparation, assembly, installation, start-up and adjusting.

1.6 CONTRACTOR RESPONSIBILITIES

A. Review submittals prior to transmittal.

B. Determine and verify:
   1. Field measurements
   2. Field construction criteria
   3. Manufacturer's catalog numbers
   4. Conformance with requirements of Contract Documents

C. Coordinate submittals with requirements of the work and of the Contract Documents.

D. Notify the Architect / Engineer in writing at time of submission of any deviations in the submittals from requirements of the Contract Documents.

E. Do not fabricate products, or begin work for which submittals are specified, until such submittals have been produced and bear contractor's stamp. Do not fabricate products or begin work scheduled to have submittals reviewed until return of reviewed submittals with Architect / Engineer's acceptance.

F. Contractor's responsibility for errors and omissions in submittals is not relieved whether Architect / Engineer reviews submittals or not.

G. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved whether Architect / Engineer reviews submittals or not, unless Architect / Engineer gives written acceptance of the specific deviations on reviewed documents.

H. Submittals shall show sufficient data to indicate complete compliance with Contract Documents:
   1. Proper sizes and capacities
   2. That the item will fit in the available space in a manner that will allow proper service
   3. Construction methods, materials and finishes

I. Schedule submissions at least 15 days before date reviewed submittals will be needed.

1.7 SUBMISSION REQUIREMENTS

A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Project or in the work of any other Contractor.

B. Number of submittals required:
   1. Shop Drawings and Coordination Drawings: Submit four opaque reproductions.
   2. Product Data: Submit the number of copies the contractor requires, plus those to be retained by the Architect / Engineer.

C. Accompany submittals with transmittal letter, in duplicate, containing:
   1. Date
   2. Project title and number
   3. Contractor's name, address and telephone number
   4. The number of each Shop Drawing, Project Datum and Sample submitted
   5. Other pertinent data

D. Submittals shall include:
   1. The date of submission
   2. The project title and number
   3. Contract Identification
   4. The names of:
      a. Contractor
      b. Subcontractor
      c. Supplier
      d. Manufacturer
   5. Identification of the product
   6. Field dimensions, clearly identified as such
   7. Relation to adjacent or critical features of the work or materials
   8. Applicable standards, such as ASTM or federal specifications numbers
   9. Identification of deviations from contract documents
   10. Suitable blank space for General Contractor and Architect / Engineer stamps
   11. Contractor's signed and dated Stamp of Approval

E. Coordinate submittals into logical groupings to facilitate interrelation of the several items.
   1. Finishes which involve Architect / Engineer selection of colors, textures or patterns
   2. Associated items requiring correlation for efficient function or for installation

1.8 SUBMITTAL SPECIFICATION INFORMATION

A. Every submittal document shall bear the following information as used in the project manual:
   1. The related specification section number
   2. The exact specification section title

B. Submittals delivered to the Architect / Engineer without the specified information will not be processed. The Contractor shall bear the risk of all delays, as if no submittal had been delivered.

1.9 RESUBMISSION REQUIREMENTS

A. Make resubmittals under procedures specified for initial submittals.
   1. Indicate that the document or sample is a resubmittal
   2. Identify changes made since previous submittals

B. Indicate any changes which have been made other than those requested by the Architect / Engineer.

1.10 CONTRACTOR'S STAMP OF APPROVAL

A. Contractor shall stamp and sign each document certifying to the review of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of Contract Documents.

B. Contractor's stamp of approval on any submittal shall constitute a representation to Owner and Architect / Engineer that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each submittal with the requirements of the work and the Contract Documents.

C. Do not deliver any submittals to the Architect / Engineer that do not bear the Contractor's stamp of approval and signature.

D. Submittals delivered to the Architect / Engineer without Contractor's stamp of approval and signature will not be processed. The Contractor shall bear the risk of all delays, as if no submittal had been delivered.

1.11 ARCHITECT / ENGINEER REVIEW OF IDENTIFIED SUBMITTALS

A. The Architect / Engineer will:
   1. Review identified submittals with reasonable promptness and in accordance with schedule. Specific equipment submittals that may be required to be expedited shall be submitted separately without other submittal items not requiring the same prompt attention.
   2. Affix stamp and initials or signature, and indicate requirements for resubmittal or approval of submittal
   3. Return submittals to Contractor for distribution or for resubmission

B. Review of submittals will not extend to design data reflected in submittals that is peculiarly within the special expertise of the Contractor or any party dealing directly with the Contractor.

C. Architect / Engineer's review is only for conformance with the design concept of the project and for compliance with the information given in the contract.
   1. The review shall not extend to means, methods, sequences, techniques or procedures

of construction or to safety precautions or programs incident thereto.

2. The review shall not extend to review of quantities, dimensions, weights or gauges, fabrication processes or coordination with the work of other trades.

D. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

1.12 SUBSTITUTIONS

A. Do not make requests for substitution employing the procedures of this Section.

B. The procedure for making a formal request for substitution is specified in Division 01.

PART 2 - PRODUCTS - NOT USED.

PART 3 - EXECUTION

3.1 SHOP DRAWINGS AND PRODUCT DATA

A. Submittals shall not be combined or bound together with any other material submittal.

B. Submit individually bound shop drawings and product data for the following when specified or provided:

1. Low Voltage Wire
2. Electronic Access Control and Intrusion Detection
3. Electronic Surveillance
4. Fire Detection and Alarm

3.2 COORDINATION DRAWINGS

A. Submit coordination drawings as specified.

END OF SECTION

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SECTION 28 05 10

CONTRACT QUALITY CONTROL

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Contract quality control including workmanship, manufacturer's instructions, mock-ups and demonstrations.

1.2 QUALITY CONTROL PROGRAM

A. Maintain quality control over supervision, subcontractors, suppliers, manufacturers, products, services, site conditions and workmanship to produce work in accordance with contract documents.

1.3 WORKMANSHIP

A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

B. Perform work by persons qualified to produce workmanship of specified quality.

C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking. Under no conditions shall material or equipment be suspended from structural bridging.

D. Provide finishes to match approved samples; all exposed finishes shall be approved by the Architect / Engineer. Submit color samples as required.

1.4 MANUFACTURER'S INSTRUCTIONS

A. Comply with instructions in full detail, including each step in sequence.

B. Should instruction conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

1.5 MANUFACTURER'S CERTIFICATES

A. When required in individual Specification Sections, submit manufacturer's certificate in duplicate, certifying that products meet or exceed specified requirements.

1.6 MANUFACTURER'S FIELD SERVICES

A. When required in individual Specification Sections, manufacturer shall provide a manufacturer’s qualified personnel to observe:
   1. Field conditions.
   2. Condition of installation.
   3. Quality of workmanship.
   4. Start-up of equipment.
   5. Testing and adjusting of equipment.

B. Manufacturer’s qualified personnel shall make written report of observations and recommendations to Architect/Engineer.

1.7 MOCK UPS

A. Assemble and erect the specified equipment and products complete, with specified anchorage and support devices, seals and finishes.

B. Do not proceed with any work involving a mock-up, until the related mock up has been approved in writing.

C. Acceptable mock-ups in place shall be retained in the completed work where possible.

D. Perform tests and submit results as specified.

1.8 SCHEDULING OF MOCK-UPS

A. Schedule demonstration and observation of mock-ups, in phases, with Architect / Engineer.
   1. Rough-in
   2. Finish with all appurtenances in place
   3. Demonstrations

PART 2 - PRODUCTS

2.1 REFERENCE APPLICABLE SPECIFICATION SECTIONS.

PART 3 - EXECUTION

3.1 ADJUSTMENTS AND MODIFICATIONS

A. Contractor shall provide all adjustments and modifications as requested by the manufacturer's qualified personnel at no additional cost to Owner.

3.2 MOCK-UPS

A. Mock up a typical classroom, science lab of each type, and computer lab with all wiring devices, cover plates, rough-in boxes, conduits, etc. provide all conductors from all wiring devices to above ceiling space to demonstrate conduit routing and conductor fill.

END OF SECTION

SECTION 28 10 00

ELECTRONIC ACCESS CONTROL

CONDITIONS OF THE CONTRACT, AND DIVISION 1 SECTIONS APPLY TO THIS SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. The contractor shall furnish and install a complete microprocessor based access control system as specified herein. The system shall include, but not be limited to, all control equipment, signal initiating and signaling devices, door hardware, conduit, wire, fittings, labor and all other accessories required to provide a fully functioning system.

1.2 CODES AND STANDARDS

A. The system shall comply with the applicable Codes and Standards as follows:
   1. National Fire Protection Association Standards:
      a. NFPA 70 National Electric Code
      b. NFPA 72 National Fire Alarm Code
      c. NFPA 101 Life Safety Code

B. Local & State Building Codes

C. Requirements of Local Authorities having Jurisdiction

D. Underwriters Laboratory Requirements and Listings for use in Security Alarm Systems.

E. Requirements of American Disabilities Act (Public law 101-336).

F. Texas Accessibility Standards (T.A.S.)

G. State Fire Marshal.

H. Texas Insurance Code.

1.3 QUALITY ASSURANCE

A. Contractor Qualifications:
   1. The installing contractor shall be the authorized representative of the access control system manufacturer to sell, install, and service the proposed manufacturer's equipment. The installing contractor shall have represented the security alarm manufacturer's product for at least two years.
   2. The installing contractor shall be licensed by the State of Texas as a security services contractor to design, sell, install, and service security alarm systems.
   3. The installing contractor shall provide 24 hour, 365 day per year emergency service with factory trained service technicians.
   4. The installing contractor shall have personnel on their staff that has been actively engaged in the business of designing, selling, installing, and servicing security alarm systems for at least ten (10) years.

B. The system programmer shall have attended manufacturer training and obtained certification in OpenOptions.

C. Optionally, the system programmer shall have attended manufacturer training and obtained certification in OpenOptions.

D. The system programmer shall be a OpenOptions certified programmer.

E. All Contractors shall submit to the Owner prior to starting any work the factory training certificates for all personnel that will be working on the access control system. No person is allowed to work on the system without proper manufacturer's certification

1.4 SUBMITTALS

A. The installing contractor and/or equipment supplier shall provide complete and detailed shop drawings and include:
   1. Control panel wiring and interconnection schematics.
   2. Complete point to point wiring diagrams.
   3. Riser diagrams.
   4. Complete floor plan drawings locating all system devices.
   5. Factory data sheets on each piece of equipment proposed.
   6. Detailed system operational description. Any specification differences and deviations shall be clearly noted and marked.
   7. Complete system bill of material.
   8. Line by line specification review stating compliance or deviation.

B. All submittal data will be in bound form with contractor's name, supplier's name, project name and state security license number adequately identified.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Head-End/Software
   1. OpenOptions DNA Fusion

B. Controllers
   1. OpenOptions

C. Card Readers
   1. Allegion

D. Wiring
   1. Provided by Division 27 10 00

E. Door Release
   1. Alarm Controls

2.2 PERFORMANCE REQUIREMENTS

A. Controllers:
   1. NSC-100 for all edge devices
   2. AD400 as specified in Division 28

B. Card Readers
   1. Schlage MT11/15 – depending on application type

C. Wiring
   1. Plenum rated, minimum of 18AWG

D. Door Release
1. Shall be RP27, or approved equal for door release

PART 3 - EXECUTION

3.1 GENERAL

A. The contractor shall have furnished and installed a complete microprocessor based access control system as specified herein. The system shall include, but not be limited to, all control equipment, power circuits, signal initiating and signaling devices, door hardware, conduit, wire, fittings, labor and all other accessories required to provide a fully functioning system.

3.2 HARDWARE INSTALLATION

A. General
1. Provide mock-up of a typical entry door, complete with conduit, outlet boxes, cables and access control devices prior to installation.
2. All security conduit as required for a complete installation of this system shall be provided as specified in Division 26.
3. Coordination with the Division 26 is the responsibility of the Security Contractor to ensure all conduit is in place for a complete installation.
4. All door hardware to be coordinated with Division 08, reference Division 08 for hardware requirements

B. Wiring/Conduit
1. All wiring shall be in accordance with the National Electrical Code, Local Codes, and article 760 of NFPA Standard 70. All wiring sizes shall conform to recommendations of the equipment manufacturer, and as indicated on the engineered shop drawings.
2. All wire shall be UL Listed CL2 for limited energy (300V) applications and shall be installed in conduit. Limited energy MPP wire may be run open in return air ceiling plenums provided such wire is UL Listed for such applications and is of the low smoke producing fluorocarbon type and complies with NEC Article 760 if so approved by the local authority having jurisdiction.
3. No AC wiring or any other wiring shall be run in the same conduit as security alarm wiring.
4. All wire shall be installed in an approved conduit/raceway system (except where permitted by NEC and the local authority having jurisdiction). Maximum conduit "fill" shall not exceed 40% per NEC.
5. Minimum conduit size shall be 3/4" EMT. Install conduit per engineered shop drawings.
6. Systems utilizing open wiring techniques with low smoke plenum cable shall provide conduit in all inaccessible locations, inside concealed walls, all mechanical/electrical rooms, or other areas where wiring might be exposed or subject to damage.
7. All vertical wiring and all main trunk/riser wiring shall be installed in a complete raceway/conduit system. All riser boxes shall be adequately sized for the number of conductors transversing the respective box as well as the number of terminations required.
8. All plenum wiring is to be installed parallel and perpendicular to the building structure. Install wiring tight up against structure for protection. Cable shall be bundled on a maximum of 2'-6" and secured to the structure at a maximum of 5' on center. Bundling and support shall be with plenum rated cable ties.

9. Contractor is required to provide all mapping and software configuration required to operate system as per manufacturer's recommendations.
10. All wire not installed inside conduit or a designated cable tray system shall be installed in a dedicated j-hook style cable support system for the entire run of each cable. Including, but not limited to service loops
11. The cable support system shall be attached directly to the building steel at a serviceable height. If the building steel is not within 5' of the finished ceiling, the contractor shall provide a dedicated threaded rod extending within 5' of the finished ceiling and mount the support hook to the treaded rod.

C. System
1. Furnish and install one (1) card reader license for each location shown on drawings.
2. All final wiring terminations for integration with Division 8 to be provided by Division 28 integrator.
3. Provide an additional one (1) hours per site of programming, coordinate final programming with district personnel.
4. All controller/reader locations to have all necessary wiring, controllers and licenses necessary to integrate with all provided door hardware and door releases.

3.3 TESTING

A. Submit a written test report from an authorized representative of the equipment manufacturer that the system has been 100% tested and approved. Final test shall be witnessed by Owner, Engineer, Electrical Contractor and performed by the equipment supplier. Final test report shall be received and acknowledged by the Owner prior to substantial completion.

B. Provide instruction as to proper use and operation of system, for the Owner's designated personnel.

3.4 WARRANTY

A. Contractor shall provide minimum of one (1) year warranty of workmanship and product. Must support (24) hour turn time to fix and/or replace any system issues or hardware.

B. The product shall perform in all material respects in accordance with the accompanying user manual, and the media on which the Software Product resides will be free from defects in materials and workmanship under normal use. Software defects are covered through Service Releases and Cumulative Updates which are available for a period of 1 year from the date of substantial completion.

END OF SECTION