



SPECIFICATIONS FOR:
LIGHTING SYSTEM
FOR
BASEBALL FIELD 2
ORANGE BEACH SPORTS
COMPLEX
Orange Beach, Alabama



September 27, 2019
Project No. 19-212

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SPECIFICATIONS

Division 16 - Electrical
16100 Electrical
16526 Sports Field Lighting



PUBLIC NOTICE - INVITATION TO BID

Sealed bids will be received by the City of Orange Beach for the “Lighting System for Baseball Field” Project. This project shall consist of installing a New Lighting System for the Baseball Field at the Sports Complex. The work shall include installing four new concrete poles and retrofitting two existing poles with new sports field lighting. Bids will be received, opened and publicly read aloud at the City Hall Municipal Complex, located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama at **10:00 a.m. on October 31, 2019**.

Bid specifications may be obtained from the engineer of record in digital format by contacting Kenny Gunn by email at gunn@gaengineers.com and Barry Gravlee by email at gravlee@gaengineers.com or by phone 334-300-4806.

A certified check or Bid Bond payable to the City of Orange Beach in an amount not less than five percent (5%) of the amount of the Bid, but in no event more than \$10,000 must accompany the Bidder’s Proposal. Performance and statutory Labor and Material Payment Bonds will be required at the signing of the Contract.

The envelope containing bid must be sealed, marked and addressed as follows, and delivered to the City of Orange Beach, Attention: City Clerk, 4099 Orange Beach Blvd, P.O. Box 458, Orange Beach, Alabama 36561:

Bids for “Lighting System for Baseball Field “ Project

Bids must be submitted on Proposal Forms furnished by the City of Orange Beach or copies thereof. All Bidders bidding in amounts exceeding \$50,000 must be licensed under the provision of Title 34, Chapter 8, Code of Alabama, 1975.

FAXED BIDS WILL NOT BE ACCEPTED. Be advised that overnight delivery by express or courier to Orange Beach is not guaranteed. The right is reserved, as the interest of the City may require, to reject any and all bids and waive any informality in bids received.



PROPOSAL FORM
“Lighting System for Baseball Field 2”

To: City of Orange Beach Date: _____

In compliance with your Advertisement for Bids and subject to all the conditions thereof, the undersigned

 (Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of
WORK LIGHTING SYSTEM FOR BASEBALL FIELD 2

in accordance with Drawings and Specifications, dated September 27, 2019, prepared by
Gunn and Associates, P.C., Architect/Engineer.

The Bidder, which is organized and existing under the laws of the State of _____,
 having its principal offices in the City of _____,
 is: a Corporation a Partnership an individual (other) _____.

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

BIDDER’S REPRESENTATION: The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. _____ through _____ inclusively.

BASE BID: For construction complete as shown and specified, the sum of _____ Dollars (\$ _____)

UNIT PRICES - (No unit Prices)

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that

the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a: *(Mark the appropriate box and provide the applicable information.)*

- Bid Bond, executed by _____ as Surety,
 - a cashier's check on the _____ Bank of _____,
- for the sum of _____ Dollars
 (\$ _____) made payable to City of Orange Beach.

BIDDER'S ALABAMA LICENSE:

State License for General Contracting: _____
License Number Bid Limit Type(s) of Work

ORANGE BEACH BUSINESS LICENSE NUMBER: _____

- **License is not required to bid but must be obtained before or at point of Award.**

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

Legal Name of Bidder _____

Mailing Address _____

* **By (Legal Signature)** _____

* Name (type or print) _____ (Seal)

* Title _____

Telephone Number _____

* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

EXTRACT OF GC LICENSE LAW

ALABAMA LAW

Chapter 8 of Title 34 of the Code of Alabama, 1975

CHAPTER 8 CONTRACTORS

§ Section 34-8-1 (Effective Jan. 1, 1998) "General contractor" defined; "Subcontractor" defined.

(a) For the purpose of this chapter, a "general contractor" is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama.

(b) For the purpose of this chapter, a "general contractor" is defined to include one who, for a fixed price, commission, fee, or wage exceeding five thousand dollars (\$5,000), undertakes to construct, superintend the construction of, repair, or renovate, any swimming pool, and anyone who shall engage in the construction, superintending of the construction, repair, or renovation of any swimming pool in the State of Alabama, where the cost of the undertaking exceeds five thousand dollars (\$5,000), shall be deemed and held to have engaged in the business of general contracting in the State of Alabama and shall be subject to this chapter.

(c) For the purpose of this chapter a "subcontractor" is defined to be a "general contractor" as defined in subsection (a), who performs work under contract to another general contractor.

(Acts 1935, No. 297, p. 721; Code 1940, T. 46, §65; Acts 1959, No. 571, p. 1429; Acts 1989, No. 89-648, p. 1278, §1; Acts 1996, No. 96-640, p. 1013, §1; Acts 1997, No. 97-270, §1.)

§ Section 34-8-2 Licensure and classification of contractors.

(a) Any person desiring to be licensed or desiring a renewal of an existing license as a general contractor in this state shall make and file with the board, not less than 30 days prior to any regular meeting thereof, a written application on a form as prescribed for examination by the board and the application shall be accompanied by three hundred dollars (\$300) for a new application or two hundred dollars (\$200) in case of a renewal. If a licensee fails to renew his or her license within 90 days following expiration of the previous license, a late penalty of fifty dollars (\$50) shall be collected, upon renewal, in addition to the renewal fee. The applicant shall apply for a license covering the type or types of contracts on which he or she wishes to perform, and the board shall classify contractors according to the type or types of contracts on which they may perform, within maximum bid limits, on the following basis: the applicant's request, his or her last annual financial statement prepared by a certified public accountant (CPA) or by any independent licensed public accountant approved by the Licensing Board for General Contractors, his or her previous experience, equipment, and the facts in each case. An applicant shall not be so classified as to permit him or her to bid on or to perform a type of work not included in his or her request for a license. If the application is satisfactory to the board, then the applicant may be required to take an examination to determine his or her qualifications. If the result of the examination of the applicant is satisfactory to the board, the board shall then issue to the applicant a certificate to engage in general contracting in the State of Alabama, stipulating in each license issued the type or types of work the contractor is permitted to bid on or to perform under his or her license and also setting out a letter symbol indicating the maximum limits on which he or she is permitted to bid or to perform in a single contract. The maximum bid limits shall be set by the formula of not more than 10 times either the net worth or working capital, whichever is the lesser amount, as shown by the applicant's latest financial statement and designated in the classification set out herein that is the closest to this amount. Should the financial statement of the applicant fail to substantiate the limits requested, further consideration may be given to (1) the present market value in lieu of book value of listed assets when properly supported with substantiating evidence, and (2) a combined statement of the applicant that includes other wholly owned or substantially owned interests. When an applicant's statement qualifies for an amount in excess of classification "E", the limits shall then be set as classification Unlimited or "U". The following letter symbols indicate the maximum amount bid limits allowed a licensee on any one single contract undertaking:

A - Not to exceed	\$ 100,000.00
B - Not to exceed	\$ 250,000.00
C - Not to exceed	\$ 500,000.00
D - Not to exceed	\$1,000,000.00
E - Not to exceed	\$3,000,000.00
U - Unlimited	

(b) Any person failing to pass the examination may be reexamined at any regular or called meeting of the board. The certificate of authority to engage in the business of general contracting in the State of Alabama shall expire 12 months following its issuance or renewal and shall become invalid on that date unless renewed. The board may provide for a transitional period following May 19, 1999, during which licenses may be renewed for less than 12 months, or more than 12 months, in order to implement a staggered license renewal schedule in which licenses would be renewed each month throughout the year. Once the transitional period is completed, each license shall be renewed for a 12-month period. The board may promulgate rules and regulations relating to the procedures for renewal of licenses. Upon the renewal of a license, the board shall reclassify or confirm the license both as to the types of work and bid limits as specified in this section. A licensee may apply for and, on proof satisfactory to the board, may receive an increase in the amount of his or her bid limit or a change in his or her classification. Application for renewal of a license, together with the payment of a fee of two hundred dollars (\$200), received by the board at least 30 days prior to expiration, shall serve to extend the current license until the board either renews the license or denies the application. At the discretion of the board, a limited license may be issued for a particular project. The sum or fee of three hundred dollars (\$300) accompanying original applications and sum or fee of two hundred dollars (\$200) accompanying applications for renewals under this section are for the administration and enforcement of this chapter and shall not be refunded to the applicant.

(Acts 1935, No. 297, p. 721; Code 1940, T. 46, §73; Acts 1959, No. 571, p. 1429; Acts 1961, Ex. Sess., No. 150, p. 2093; Acts 1975, No. 485, p. 1115, §1; Acts 1982, No. 82-400, p. 603, §4; Acts 1986, No. 86-557, p. 1133, §3; Acts 1991, No. 91-197, §3; Acts 1996, No. 96-640, p. 1013, §1; Act 99-199, p. 251, §3.)

§ Section 34-8-8 Copy of chapter to be included in plans of owners, architects, and engineers; inclusion of license number on bid.

(a) All owners, architects, and engineers preparing plans and specifications for work to be contracted in Alabama pursuant to this chapter shall include in their invitations to bidders, including but not limited to all public and private advertisements, and their specifications a copy of this chapter or the portions thereof as are deemed necessary to convey to the invited bidder, whether he or she is a resident or nonresident of this state and whether a license has been issued to him or her or not, the information that it will be necessary for him or her to show evidence of license before his or her bid is considered. Any person including an owner, architect, or engineer who violates this section shall be guilty of a Class B misdemeanor and shall for each offense of which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(b) All owners, architects, and engineers receiving bids pursuant to this chapter shall require the person, firm, or corporation to include his or her current license number on the bid. The owner, architect, and engineer shall reject all bids that do not contain the current license number of the general contractor submitting the bid. All persons who violate this subsection shall be guilty of a Class C misdemeanor and shall for each offense for which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(Acts 1935, No. 297, p. 721; Code 1940, T. 46, §79; Acts 1959, No. 571, p. 1429; Acts 1996, No. 96-640, p. 1013, §1.)

End of Extract

**FORM OF
BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as **Principal**, and _____
(Name of

_____, as **Surety**, are held and firmly
Surety)

bound unto

THE CITY OF ORANGE BEACH

as **Obligee** in the full and just sum of five percent (5%) of amount bid (Maximum amount - \$10,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** is herewith submitting its proposal for _____, located in the City of Orange Beach, County of Baldwin, State of Alabama.

The condition of this obligation is such that:

If the aforesaid **Principal** shall be awarded the contract and said **Principal** will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation will be void; otherwise, the **Principal** and the **Surety** will pay unto the **Obligee** the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this _____ day of _____, 20____.
(Day) (Month) (Year)

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FORM OF BID BOND

SIGNATURE OF INDIVIDUAL BIDDER: (USE ONLY WHERE BIDDER IS AN INDIVIDUAL)

_____, Doing Business As, _____
(Name of Individual) (Business Name)

Business Mailing Address: _____
(Mailing Address)

FORM OF BID BOND

NAME OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

(Name of Partnership, Joint Venture or Corporation*) - (If Two Corporations**)

Business Mailing

Address: _____

(Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer Au-
thorized to Sign Bids and Contracts for the Firm)

Business Mailing

Address: _____

(Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer Au-
thorized to Sign Bids and Contracts for the Firm)

Business Mailing

Address: _____

(Address)

BY: _____ (L.S.)
(Signature and Position or Title of Officer Au-
thorized to Sign Bids and Contracts for the Firm)

*(Corporate Seal)

Attest: _____
(Secretary)

Name of State under the laws of which
the Corporation was chartered:

(State)

** (Corporate Seal)

Attest: _____
(Secretary)

Name of State under the laws of which
the Corporation was chartered:

(State)

SURETY: _____

(Name of Surety)

BY (AGENT): _____

(Attorney in Fact)

AGENT'S ADDRESS: _____

(Mailing Address)

NOTICE: VALID POWER OF ATTORNEY MUST BE ATTACHED.

PLEASE LEAVE ATTACHED IN YOUR BIDDING FORM

CITY OF ORANGE BEACH General Instructions for Bidders

All bidders will be bound to the general conditions and requirements set forth in these general instructions and such instructions shall form an integral part of each purchase contract awarded by the Orange Beach City Council. Applicability of general conditions as started below shall be determined by the City of Orange Beach.

BIDS

1. The date, time and place of bid opening will be given in the Invitation to Bidders.
2. All bids must be submitted on and in accordance with instructions provided by the City of Orange Beach.
3. All bids received after the time stated in the Invitation to Bid will not be considered and will be returned unopened to the bidder. The bidder assumes risk of delay in the mail. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having bids deposited on time at the place specified.
4. All successful Bidders shall present copies of City, State and Federal Licenses, Proof of insurance adequate to cover any loss or damage to City property, and Worker's Compensation insurance prior to awardment.
5. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials or equipment required and a representation that the bidder can furnish the supplies, materials or equipment satisfactorily in complete compliance with the specifications.
6. No alteration, erasure or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in the space provided in bid or by attached sheets for this purpose.
7. Prices and all information must be legible. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed or typewritten signatures are not acceptable.
8. No charge will be allowed for federal, state or municipal sales and excise taxes since the City is exempt from such taxes. The bid price shall be net and shall not include the amount for such tax. All additional fees such as inspection fees and tank holding fees will be added onto the price at the point of sale rather than being included in the bid price.
9. All prices quoted must be "per unit" as specified.
10. Prices shall be net; including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the bid. If award is made on any other basis,

transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

11. Under penalty of perjury the bidder certifies that:
 - a. The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, equipment or services for the type described in the invitation to bid.
 - b. The contents of the bid have not been communicated by the bidder; nor to its best knowledge and belief by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.
 - c. The signature on the Bid Form certifies items a & b above.
12. All bids must be sealed and submitted in plain envelopes or in those furnished by the City. Bid envelopes must be clearly marked "BID" followed by the name of the bid, and the opening date and time. Telephone quotations or amendments will not be accepted at any time.

CONTRACT

13. The Bid Form shall constitute a contract with the successful bidder and bind the successful bidder to furnish and deliver at the prices and in accordance with the conditions of the bid. The contract shall bind the City of Orange Beach on its part to order from the successful bidder and to pay at the contract prices, for all items ordered and delivered.
14. The placing in the mail a notice of award or purchase order to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of bid.
15. If the successful bidder fails to deliver within the time specified or with reasonable times as interpreted by the City of Orange Beach or fails to make replacement of rejected articles, when so requested, immediately or as directed by the City, the City of Orange Beach may purchase from other sources to take the place of the item rejected or not delivered. The City of Orange Beach reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary.
16. A contract may be canceled for non-performance.
17. No items are to be shipped or delivered until receipt of an official purchase order from the City of Orange Beach.
18. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract of bidders right, title or interest therein or bidders power to execute such contract to any other person, company or corporation without the previous written consent of the City of Orange Beach.

GUARANTEES BY THE SUCCESSFUL BIDDER

19. The Successful bidder guarantees:
 - a. Products against defective material or workmanship and to repair or replace any damages or marring in transit.
 - b. To furnish adequate protection from damage for all work and to repair damages of any kinds for which the bidder or bidders workers are responsible to the building, grounds or equipment to the bidders own work or to the work of other successful bidders.
 - c. To carry adequate insurance to protect the City of Orange Beach from loss of property and/or life in cases of accident, fire or theft.
 - d. That all deliveries will be equal to bid samples.
20. All deliveries shall be accompanied by delivery tickets or packing slips. The ticket shall contain the following information for each item delivered:
Purchase Order Number, Name of Article, Quantity, Name and Address of the Successful Bidder

PAYMENTS

21. Payments will be made on a bi-monthly basis. All invoices must be receipted and entered before payment is considered.

ENGINEER RECOMMENDATIONS

22. All bids for technical products or services in conjunction with ongoing or new construction system projects shall be approved for specification compliance by the City's Project Engineer and a designated representative of the City of Orange Beach. No awardment of the bid shall be given without first hearing the recommendation of the City's Project Engineer.

ALABAMA LICENSED CONTRACTOR

All BIDDERS submitting bids must be licensed general contractors in the state of Alabama when applicable.

REQUIREMENT FOR CONTRACT BONDS

In order to ensure the faithful performance of each and every condition, stipulation, and requirements of the Contract, and to indemnify and save the Owner (City), State of Alabama, U.S. government, their respective employees, officials and agents harmless from any and all damages, either directly or indirectly, (arising out of any failure to perform same), the successful Bidder to whom the contract is awarded shall furnish at his expense and file with the Owner an acceptable Surety Bond for performance of this Contract in the amount of 100% of the Bid Price. Said Bond shall be made on the approved Bond Form, shall be furnished by a reputable surety company authorized to do business in the State of Alabama and acceptable to the Owner, shall be countersigned by

an authorized agent resident in the State of Alabama and acceptable to the Owner, shall be countersigned by an authorized agent resident in the State of Alabama, who is qualified for the execution of such instruments, and shall have attached thereto power-of-attorney of the signing official. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses suffered by the Owner under the Bond, including both engineering and legal services, shall lie against the Performance Bond for performance of the work.

In addition thereto and with the same requirements as the Performance Bond, the successful Bidder to whom the Contract is awarded shall furnish at his expense and file with the Owner an acceptable Surety Bond for payment of Labor and Material payable to the Owner in the amount of not less than 50% of the Bid Price with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor materials, equipment, or supplies for, or in, prosecution of the work.

EXECUTION OF CONTRACT

Within ten (10) days of receiving Notice of Award, the contractor shall provide a letter from a bonding company, qualified in accordance with paragraph 14 above, certifying that they will provide performance and labor and material payment bonds in the required amounts, in the event that a Notice to Proceed with services under this contract is issued. Contractor shall also provide proof of insurance and two properly executed copies of the contract. All policies or certificates of insurance shall be approved by OWNER before the successful BIDDER may commence any work under this contract. The City will then sign and return one copy of the contract. In the event of a declared disaster (hurricane) which creates the need for services under this contract, the contractor shall then be required to provide these bonds such that the City receives them within ten (10) days of issuance of the Notice to Proceed. Failure to execute a Contract and file the bond certification letter within ten (10) days after the date of Notice of Award shall be just cause for the annulment of the Award and the forfeiture of Bid Guaranty, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

Comprehensive General Liability:
Bodily injury or Property Damage -
\$2,000,000 Per occurrence and
general aggregate

Automobile and Truck Liability:
Bodily Injury or Property Damage - \$2,000,000 Per occurrence and general aggregate

Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of Alabama.

Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.

Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the City of Orange Beach, Alabama as named Additional Insured.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the City of Orange Beach's general supervision of the contractor.
- 3) City of Orange Beach shall be listed as a Certificate Holder. The City shall be identified as follows:
City of Orange Beach
Attn: City Clerk
P.O. BOX 458
4099 Orange Beach
Blvd.
Orange Beach, AL 36561

Agreement Between: **Owner and Contractor**
Contract Type: where the basis for Payment is a Stipulated Sum

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Document No.

Date of Contract Agreement:

Owner:
(Name, address and other information)

The City of Orange Beach
P.O. Box 458
Orange Beach, AL 36561

Contractor:
(Name, address and other information)

The Project is:
Lighting System for Baseball Field 2 at Orange Beach Sports Complex

The Engineer is:
Gunn & Associates, P.C.
3102 Highway 14
Millbrook, AL 36054

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Item 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Upon Notice to Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement. All work shall be completed within **60-days** from commencement. Liquidated Damages of \$200 per day will be levied against the contractor for every day past 60-days the job is not substantially complete.

ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the number of other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

N/A

§ 4.3 Unit prices, if any, are as follows:

N/A

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that a Contractors Application for Payment is received by the Architect not later than the 10th day of a month, The owner shall make payment to the contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payments shall be made by the Owner not later than thirty (30)days after the Architect receives the Application for Payment.

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (5 %). Pending final determination of the cost to the Owner of changes in the work, amounts not in dispute shall be included as provided in Section 7.3.8 of GCC201;

Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);

Subtract the aggregate of previous payments made by the Owner; and

Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.2 of GCC201.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of GCC201 requires release of applicable retainage upon substantial Completion of Work with consent of surety, if any.)

Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of Document 201.

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

(If it intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

§ 5.2 FINAL PAYMENT

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

The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of GCC201, and to satisfy other requirements, if any, which extend beyond final payment; and

A final Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of Document 201.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of GCC201.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of GCC201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:
(Name, address and other information)

Tony Kennon, Mayor
City of Orange Beach
P.O. Box 458
Orange Beach, AL 36561

§ 7.4 The Contractor's representative is:
(Name, address and other information)

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

§ 7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this Standard Form of Agreement Between Owner and Contractor.

§ 8.1.2 The General Conditions are the General Conditions of the Contract for Construction.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project manual dated May 8, 2015

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in section 8.1.3, and are as follows:

See Table of Contents for listing of specifications.

§ 8.1.5 The Drawings are as follows, and are dated 27 September, 2019 unless a different is shown below:

See T-1 for Sheet Listing

§ 8.1.6 The Addenda, if any, are as follows:

N/A

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. GCC201 provides that bidding requirements like advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

All Bid Documents

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

Owner (Signature)

Contractor (Signature)

Tony Kennon, Mayor

(Printed Name & Title)

(Printed Name & Title)

BOND

FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA,
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____

_____, as Principal, and,

_____, as Surety,

are held and firmly bound unto the CITY OF ORANGE BEACH, ALABAMA, as Obligee, in the penal sum of

_____ Dollars

(\$_____), for the payment of which well and truly to be made, we hereby bind ourselves,

our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the _____ project in the City of Orange Beach, Baldwin County, Alabama.

NOW, THEREFORE, In the event the said Principal as such Contractor shall faithfully and promptly perform said Contract and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure, in any respect, of the said Principal to promptly and efficiently prosecute said work in accordance with the Contract, the above bound Surety shall, at its own expense, take charge of said work and complete the Contract, pursuant to the terms of the Contract, receiving, however, any balance of the funds in the hands of said Obligee due under said Contract. Said Surety may, if it so elects, by written direction given to the Obligee authorize the Obligee to advertise for bids to complete the said Contract at the expense of said Surety, and such Surety hereby agrees and binds itself to pay the expense of the completion of such work, less any funds in the hands of the Obligee remaining, under said Contract, to be due to said Principal.

In the event said Principal shall fail or delay the prosecution and completion of said work and said Surety shall also fail to act promptly as hereinbefore provided, then said Obligee may cause ten days notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety do not proceed promptly to execute said contract, the Obligee shall have the authority to cause said work to be done, and when the same is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid under said Contract.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Payment of Labor, Materials, Feed-stuffs or Supplies executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) _____ (X) _____
Contractor's Signature Witness

Title/Address Title

By: (X) _____ (X) _____
Contractor's Signature Witness

Title/Address Title

By: (X) _____ (X) _____
Contractor's Signature Witness

Title/Address Title

NAME OF SURETY

BY: _____
ATTORNEY-IN-FACT
Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

NOTICE TO INSURANCE PRODUCER:
Please print or write legibly your name and
complete address below including
PRODUCER'S COMPANY

Producer's Name

License No.

Address

PRODUCER'S COMPANY

SURETY'S BOND NUMBER

PAYMENT BOND

USE BLACK INK ONLY

Numbers in margin correspond to "Checklist", ABC Form B-7

- (1) **PAYMENT BOND**
USE BLACK INK ONLY
- (2) The **PRINCIPAL** *(Name and address of Contractor, same as appears in the Construction Contract)*
- (3) The **SURETY** *(Name and Principal Place of Business)*
- (4) The **OWNER(s)** *(Name and address, same as appears in the Construction Contract)*
- (5) The **PENAL SUM** of this Bond (the Contract Sum) Dollars (\$)).
- (6) **DATE** of the Construction Contract :
- (7) The **PROJECT**: *(Same as appears in the Construction Contract)*

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above to promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract, which is incorporated herein by reference, and any modifications thereof by Contract Change Orders. If the Contractor and its Subcontractors promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders, then this obligation shall be null and void; otherwise to remain and be in full force and effect.
2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

Numbers in margin correspond to "Checklist", ABC Form B-7

- 3. Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In the event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney's fee based on the result, together with interest on the claim from the date of the notice.
- 4. Every person having a right of action on this bond shall, upon written application to the Owner indicating that labor, material, or supplies for the Work have been supplied and that payment has not been made, be promptly furnished a certified copy of this bond and the Construction Contract. The claimant may bring a civil action in the claimant's name on this Bond against the Contractor and the Surety, or either of them, in the county in which the Work is to be or has been performed or in any other county where venue is otherwise allowed by law.
- 5. This bond is furnished to comply with Code of Alabama, §39-1-1, and all provisions thereof shall be applicable to civil actions upon this bond.
- 6. All claims and disputes between Owner and either the Contractor or Surety arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract

(8) **SIGNED AND SEALED** this _____ day of _____, _____.

(9) ATTEST: **CONTRACTOR as PRINCIPAL:**

By _____

Name and Title

(10) Countersigned by
Alabama Resident Agent for Surety: **SURETY:**

By _____

Name

By _____

Address Name and Title

(11) NOTE: Power of attorney for the Surety's signatory shall be furnished with the original and five copies of the bond.

for the following PROJECT:

**Lighting System for Baseball Field 2
Orange Beach Sports Complex
Orange Beach, AL**

THE OWNER:

**The City of Orange Beach
P.O. Box 458
Orange Beach, AL 36561**

THE ARCHITECT (Replace with Engineer below):

**Gunn & Associates, P.C.
3102 Highway 14
Millbrook, AL 36054**

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

§ 1.3.1 Terms capitalized in these General Conditions include those which 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

§ 1.4.1 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 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

§ 1.5.2 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.

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

§ 2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

§ 3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but 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. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.

§ 3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Sections 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Sections 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

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

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

§ 3.4 LABOR AND MATERIALS

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

§ 3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not 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 otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES AND NOTICES

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

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

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- .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 in sufficient time to avoid delay in the Work.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

§ 3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

§ 3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

§ 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 which 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. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. 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 which 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 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and

field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

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

§ 3.15 CLEANING UP

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Section 11.3, 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 which would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

§ 4.1 ARCHITECT

§ 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

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

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

§ 4.2 ARCHITECTS 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 (1) during construction, (2) until final payment is due and (3) with the

Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work 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 neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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

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

§ 4.2.6 The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will 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, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

§ 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 initial 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 so 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.

§ 4.3 CLAIMS AND DISPUTES

§ 4.3.1 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, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7.1 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.

§ 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 4.4.

§ 4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.6.

§ 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 4.3.

§ 4.3.7 Claims for Additional Time

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

§ 4.3.7.2 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.

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

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

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES

§ 4.4.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Sections 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 4.4.2 The Architect will review Claims and within ten days of the receipt of the 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 Architect is unable to resolve the Claim if the Architect lacks

sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

§ 4.4.3 In evaluating Claims, the Architect 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 Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

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

§ 4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration.

§ 4.4.6 When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

§ 4.4.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or 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 Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 4.4.8 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 prior to resolution of the Claim by the Architect, by mediation, ~~or by arbitration.~~

§ 4.5 MEDIATION

§ 4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to ~~arbitration or~~ the institution of legal or equitable proceedings by either party.

§ 4.5.2 The parties shall endeavor to resolve their Claims by mediation, ~~which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect.~~ Request for mediation shall be filed in writing with the other party to the Contract and ~~with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation~~ shall proceed in advance of ~~arbitration or~~ legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 4.5.3 The parties shall agree to the appointment of a mediator qualified by the circuit court of either Baldwin or Mobile County, Alabama and 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.

§ 4.6 ARBITRATION

~~**§ 4.6.1** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the~~

~~Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 4.5.~~

~~§ 4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.~~

~~§ 4.6.3 A demand for arbitration shall be made within the time limits specified in Sections 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section 13.7.~~

~~§ 4.6.4 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~§ 4.6. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 4.6.6 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

§ 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.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.3.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary

after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

§ 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

- .1 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.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 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 7.3.6.

§ 7.3.4 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.

§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor 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.

§ 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect 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, a reasonable allowance for overhead and profit. 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 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 additional costs of supervision and field office personnel directly attributable to the change.

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

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any

portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That 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 4.

§ 7.3.9 When the Owner and Contractor agree with the 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 shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.4 MINOR CHANGES IN THE WORK

§ 7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to

check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another 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 persistent failure to carry out the Work in accordance with the Contract Documents.

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

§ 9.6 PROGRESS PAYMENTS

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

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion

substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents. (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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

and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up. which adjustments shall be accomplished as provided in Article 7.

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

§ 10.4 The Owner shall not be responsible under Section 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

~~§ 10.5 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.~~

§ 10.6 EMERGENCIES

§ 10.6.1 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 Section 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Sections 1 1.1.1.2 through 1 1.1.1.5.

§ 11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

§ 11.3.3 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability Insurance coverage under Section 11.1.

§ 11.4 PROPERTY INSURANCE

§ 11.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

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

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

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

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

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

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

§ **11.4.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ **11.4.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ **11.4.7 Waivers of Subrogation.** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Section 4.6. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Sections 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

§ 11.5 PERFORMANCE BOND AND PAYMENT BOND

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

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

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 required 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 which the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract

Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which 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 which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1. the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

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

§ 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.7.1 As between the Owner and Contractor:

- .1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any

alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

- .3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- .2 an act of government, such as a declaration of national emergency which requires all Work to be stopped;
- .3 because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1. or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

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

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

- .1 take possession of the site and 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 request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

APPLICATION and CERTIFICATE for PAYMENT

Attach Schedule of Values

ESTIMATE No. _____

DATE: _____

B.C. No. _____

TO OWNER:	PROJECT
FROM CONTRACTOR:	FROM CONTRACTOR:
FEIN _____	

TOTAL ORIGINAL CONTRACT	\$																						
CHANGE ORDER(S) Numbers _____ through _____	\$																						
TOTAL CONTRACT TO DATE	\$																						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 5px;">1. Work Completed to Date per attached Schedule of Values (_____ %)</td> <td style="width: 5%; text-align: center;">\$</td> <td style="width: 25%;"></td> </tr> <tr> <td style="padding: 5px;">2. Stored Materials: <i>(Attach list or Form ABC C - SM, Inventory of Stored Materials.)</i></td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 5px;">3. Total Completed Work and Stored Materials</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 5px;">4. Less Retainage</td> <td style="text-align: center;">(\$</td> <td style="text-align: right;">)</td> </tr> <tr> <td style="padding: 5px;">5. Total Due</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="padding: 5px;">6. Less Total Previous Payments</td> <td style="text-align: center;">(\$</td> <td style="text-align: right;">)</td> </tr> <tr> <td style="padding: 5px;">7. Balance Due This Estimate</td> <td style="text-align: center;">\$</td> <td></td> </tr> </table>			1. Work Completed to Date per attached Schedule of Values (_____ %)	\$		2. Stored Materials: <i>(Attach list or Form ABC C - SM, Inventory of Stored Materials.)</i>	\$		3. Total Completed Work and Stored Materials	\$		4. Less Retainage	(\$)	5. Total Due	\$		6. Less Total Previous Payments	(\$)	7. Balance Due This Estimate	\$	
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4. Less Retainage	(\$)																					
5. Total Due	\$																						
6. Less Total Previous Payments	(\$)																					
7. Balance Due This Estimate	\$																						

<p style="text-align: center;">CONTRACTOR'S CERTIFICATION</p> <p>The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received from the Owner and that current payment shown herein has not yet been received.</p> <p>By _____ Date _____</p> <p style="text-align: center;">_____ (Title)</p> <p>Sworn and subscribed before me this _____ day of _____</p> <p style="text-align: center;">_____ L. S.</p> <p>Notary Public</p>	<p style="text-align: center;">ARCHITECT'S CERTIFICATION</p> <p>In accordance with the Contract Documents, the Architect certifies to the Owner that, to the best of the Architect's knowledge and belief, the Work has progressed to the point indicated herein, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved.</p> <p style="text-align: center;">_____ (Architect)</p> <p>By _____</p> <p>Date _____</p>
---	---

APPROVALS

Approved by _____ (Owner) _____ Signature _____ Date _____

The Owner certifies that funds are available in the amount required for this invoice.

CONTRACT CHANGE ORDER

Change Order No. _____

Date _____

TO:	PROJECT:
------------	-----------------

TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated:

FURNISH the necessary labor, materials, and equipment to *(Description of work to be done or changes to be made.)*

ORIGINAL CONTRACT SUM	\$ _____
NET TOTAL OF PREVIOUS CHANGE ORDERS	\$ _____
PREVIOUS REVISED CONTRACT SUM	\$ _____
THIS CHANGE ORDER WILL <input type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE	
THE CONTRACT SUM BY	\$ _____
REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER	\$ _____

EXTENSION OF TIME resulting from this Change Order is None

The Owner does hereby certify that this Change Order was executed in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended.

CONSENT OF SURETY

CONTRACTING PARTIES

(Company)

Contractor

By _____
(Attach current Power of Attorney)

By _____
Name & Title _____

RECOMMENDED

By _____
Architect

APPROVALS
City of Orange Beach

By _____
Name & Title _____

TO: **City of Orange Beach**
 4099 Orange Beach Blvd
 Orange Beach, AL 36561
 (334) 242-4082 FAX (334) 242-4182

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER(S): City of Orange Beach 4099 Orange Beach Blvd Orange Beach, AL 36561	ARCHITECT: Gunn & Associates, P.C. 3102 Highway 14 Millbrook, AL 36054
CONTRACTOR:	BONDING COMPANY:
PROJECT Lighting System for Baseball Field 2 Orange Beach Sports Complex Orange Beach, AL	

Substantial Completion has been achieved for the entire Work the following portion of the Work _____

The **Date of Substantial Completion** of the Work covered by this certificate is established to be _____

"Substantial Completion" means the designated Work is sufficiently complete, in accordance with the Contract Documents, such that the Owner may occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work. The Date of Substantial Completion is the date upon which all warranties for the designated Work commence, unless otherwise agreed and recorded herein.

Punch List: A _____ page list of items to be completed or corrected prior to the Owner's approval of Final Payment is attached hereto, but does not alter the Contractor's responsibility to complete or correct all Work in full compliance with the Contract Documents. The Contractor shall complete or correct all items on the attached list, ready for re-inspection for Final Acceptance, within 30 days after the above Date of Substantial Completion, unless another date is stated here: _____.

If completed or corrected within this period, warranties of these items commence on the Date of Substantial Completion, otherwise such warranties commence on the date of Final Acceptance of each item.

RECOMMENDED BY: ENGINEER: _____ CONTRACTING PARTIES: CONTRACTOR _____ OWNER _____ _____	DATE: _____ DATE: _____ DATE: _____ DATE: _____
--	--



AIA[®]

Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: *(Name and address)*

AIA Spec Documents

ARCHITECT'S PROJECT NUMBER:

TO OWNER: *(Name and address)*

CONTRACT FOR: General Construction

CONTRACT DATED:

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

SECTION 16100
ELECTRICAL

PART 1 - GENERAL

1.01. RELATED DOCUMENTS:

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

1.02. QUALIFICATIONS OF ELECTRICAL CONTRACTORS:

- A. Electrical contractor must be properly established as an electrical contractor by the State of Alabama. Electrical contractor shall have had previous experience in the satisfactory installation of at least three systems of this type and size in the State of Alabama.

1.03. CODES, PERMITS AND INSPECTIONS:

- A. Comply with applicable laws of the community, with latest edition of National Electrical Code (NEC), NFC 70, and the International Building Code (IBCC) or the edition adopted by the local authority having jurisdiction, where not in conflict with those laws, and with the service rules of the local utility company.
- B. Obtain and pay for all permits and deposits, and arrange for inspections as required.
- C. After completion of the work, submit certificate of final inspection and approval from the local electrical inspector, certifying that the installation complies with all regulations governing same.

1.04. MATERIALS:

- A. All materials shall be new, and UL approved where a standard has been established.
- B. Manufacturers' names and model numbers shown on the plans and in the specifications are given to indicate the type and general quality of items to be provided. Equal products by other manufacturers will be accepted.
- C. Material substitutions will be considered only when evidence of equality and suitability, satisfactory to the Architect/Engineer has been presented in writing, with samples if requested by the Architect/Engineer. All prior approvals must have the approval of the engineer of record at the offices of Gunn and Associates, P.C. located at 3102 Highway 14, Millbrook, AL 36054, Phone: 334-285-1273, Fax: 334-285-1274
- D. All proposed substitutions shall be approved in writing at least ten (10) days prior to the bid date.
- E. It shall be understood that the Architect/Engineer has the authority to reject any material or equipment used which is not specified or approved, or showing defects of manufacture or workmanship, before or after such material or equipment is installed.

1.05. WORKMANSHIP:

- A. Execute all work so as to present a neat and workmanlike appearance when completed.

1.06. DESCRIPTION OF WORK:

- A. Furnish all labor and materials required to complete the electrical work indicated on the drawings or herein specified. Major work included in Section 16 shall be:
- B. Arrange with the local utility companies for providing such electrical services as indicated on drawings or herein specified. Any charges for electrical service to the facility by the utility company shall be included in the contractor's bid price.
- C. Remove or relocate all electrical or electronic services located on or crossing through the project property, either above or below grade, which would obstruct the construction of the project or conflict in any manner with the complete project or any code pertaining thereto.

- D. Furnish and install a complete electrical light and power system including but not limited to the connection of all meters, panelboards, circuit breakers, power outlets, convenience outlets, lighting fixtures, switches, and/or other equipment forming part of the electrical system.
- E. Connect all electrical equipment whether furnished by this contractor or by others.
- F. Furnish and install all disconnect switches not included as an integral part of equipment.
- G. Furnish and install a complete Lighting Control System.
- H. Complete the alterations, additions, and renovations to the electrical system in the existing building as specified herein or as shown on the drawings.
- I. Procure and pay for permits and certifications as required by local and state ordinances and Fire Underwriters certificate of inspection.
- J. Visit the site and determine conditions that affect this contract. Failure to do so will in no way relieve the Contractor of his responsibility under his contract.
- K. Submit to the Architect a certificate of final inspection from local and/or state inspection authorities.
- L. Establish and maintain temporary electrical services for construction purposes.

1.07. DRAWINGS AND SPECIFICATIONS:

- A. This Contractor shall examine drawings and Specifications relating to the work of all trades and become fully informed as to the extent and character of work required and its relation to all other work in the project prior to submission of bid and prior to the start of any construction.
- B. Drawings and Specifications shall be considered as complementary each to the other. What is called for by one shall be as binding as if called for by both. Where conflicts occur, secure clarification from the Architect in advance of bidding; otherwise incorporate the more stringent conditions into the bid price.
- C. Omissions from the drawings and specifications or the mis-description of details of work which are evidently necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omissions and details of work; they shall be performed as if fully and correctly set forth and described in the drawings and specifications
- D. The drawings indicate diagrammatically the extent, general character, and the approximate location of the work to be performed. In the interest of clearness, the work is not always shown to scale or exact location. Check all measurements, locations of conduit, fixtures, outlets, and equipment with the detailed architectural, structural, and mechanical drawings, and lay out work so as to fit in with ceiling grids, ductwork, sprinkler piping and heads, and other parts. Take finished dimensions at the job site in preference to using scale dimensions.
- E. Where the work is indicated but with minor details omitted, furnish and install the work complete so as to perform its intended functions.
- F. Where doubt arises as to the meaning of the plans and specifications, obtain the Architect's decision before proceeding with parts affected; otherwise assume liability for damage to other work and for making necessary corrections to work in question.
- G. Except as noted above, make no changes in or deviations from the work as shown or specified except on written order of the Architect.

1.08. EXISTING CONDITIONS:

- A. Before submitting a bid, visit the site and ascertain all existing conditions.
- B. Make such adjustments in work as are required by the actual conditions encountered.
- C. No consideration will be given after bid opening for alleged misunderstandings regarding utility connections, integration of work with existing system, or other existing conditions.

1.09. SUBMITTALS:

- A. Follow procedure outlined in Division 1.
- B. Submittals shall be bound together and shall include a coversheet indicating the following:

1. Project name
 2. Trade contractor's name
 3. Supplier's name
 4. Name and phone number of supplier's contact person
 5. A list of each item submitted with manufacturers' names and model numbers.
- C. Within 20 days of award of contract and prior to beginning any work on the project submit six (6) copies of manufacturer's drawings/data sheets for the following items to the Engineer for review:
1. Conductors
 2. Wiring Devices
 3. Conduit Wrapping Tape
 4. Panelboard circuit breakers
- D. Submit samples upon request.
- E. The Contractor is responsible for verifying all quantities and for verifying and coordinating dimensional data with the available space for items other than the basis of design.
- F. Provide a 1/2" = 1'- 0" scale drawing of all electrical rooms containing more than a single panelboard section or containing a panelboard and other electrical and/or mechanical equipment. These drawings shall be submitted along with equipment data sheets.
- G. The contractor shall review and approve, or make appropriate notations on each item prior to submittal to the architect. Submittals without contractor's approval will be rejected.

1.10. COORDINATION OF SERVICE WITH OTHER TRADES:

- A. It shall be the responsibility of the Electrical Contractor to coordinate the electrical service characteristics to each piece of electrically operated equipment with all trades providing electrically operated equipment.
- B. Within ten (10) working days of notification to proceed with construction from the Architect, the Electrical Contractor shall notify, in writing, all trades providing electrically operated equipment the characteristic of the electrical power being supplied to each piece of electrically operated equipment.
- C. A copy of this notification shall be provided to the General Contractor and the Architect.
- D. Be informed as to equipment being furnished by other trades, but not liable for added cost incurred by equipment substitutions made by others which require excess electrical wiring or equipment above that indicated on drawings or specified.
- E. The contractor providing the equipment shall be responsible for the additional costs.

1.11. PROGRESS OF WORK:

- A. Schedule work as necessary to cooperate with other trades, Do not delay other trades. Maintain necessary competent mechanics and supervision to provide an orderly progression of the work.

1.12. PROTECTION OF PERSONS AND PROPERTY DURING CONSTRUCTION:

- A. Take all precautions necessary to provide safety and protection to persons and the protection of materials and property.
- B. Protect items of equipment from stains, corrosion, scratches, and any other damage or dirt, whether in storage, at job site or installed. No damaged or dirty equipment, lenses, or reflectors will be accepted.
- C. Live panelboards, outlets, switches, motor control equipment, junction boxes, etc., shall be protected against contact of live parts and conductors by personnel.

1.13. CLEANING UP:

- A. During the progress of work, keep the Owner's premises in a neat and orderly condition, free from accumulation of debris resulting from this work. At the completion of the work, remove all material, scrap, etc. not a part of this Contract.

1.14. AS-BUILT DRAWINGS, AND OPERATING AND MAINTENANCE INSTRUCTIONS:

- A. Prior to the Final Acceptance Inspection the Contractor shall turn over to the Architect one set of reproducible "as built" drawings, including corrected fire alarm system shop drawings, three (3) sets of all equipment catalogs and maintenance data, manufacturers' warranties, and three (3) sets of shop drawings on all equipment.

1.15. TESTING:

- A. Upon completion of the work, conduct a thorough test in the presence of Architect or his representative, and demonstrate that all systems are in perfect working condition.

1.16. INSPECTIONS:

- A. The contractor shall have all systems ready for operation and an electrician available to remove panel fronts, coverplates, fixture doors, etc., at the final inspection and any other scheduled inspections.

1.17. DEMONSTRATION:

- A. By on-off, stop-start operation, demonstrate to the Owner or his representative, the use, working, resetting, and adjusting of each and every system. Submit statement initialed by the Owner that such demonstration has been made.

1.18. WARRANTY:

- A. Warrant the entire electrical system in proper working order. Replace, without additional charge, all work or material that may develop defects (ordinary wear and tear or damage resulting from improper handling excepted) within a period of one year from date of final to general contractor. Provide the owner with two bound copies of all manufacturers' warranties.

1.19. TEMPORARY SYSTEMS:

- A. The Electrical Contractor shall be responsible for furnishing and installing equipment and materials necessary for providing electrical power and lighting where needed for the construction of the project.

1.20. SERVICE INTERRUPTION CLEARANCE WITH OWNER:

- A. Before submitting a proposal, check with the Owner concerning interruption of service to the existing electrical systems. No interruption shall be made except at such time and for such duration as approved by the Owner. The Contractor's bid shall include all necessary over-time and weekend work.

1.21. DEFINITIONS:

"AWG" - American Wire Gauge

"ADA" - Americans with Disabilities Act

"As required" - Any and all items required to complete the installation of an item so as to perform its intended function.

"Circuiting" - Conductors, raceways, raceway fittings, and associated hardware.

"EMT" - Electrical Metallic Tubing, "thin wall"

"IBC" - International Building Code

"Install" - furnish, install, and make all necessary connections to and/or for the item(s) indicated or specified.

"NEC" - National Electrical Code, ANSI/NFPA 70, latest edition or the edition adopted by the authority having jurisdiction.

"Necessary" - Any and all items required to complete the installation of an item so as to perform its intended function.

"NEMA" - National Electrical Manufacturers' Association

"NFPA" - National Fire Protection Association

"PVC Conduit" - Rigid Nonmetallic Polyvinyl Chloride conduit

"RGS Conduit" - Rigid galvanized steel conduit

"UL" - Underwriters' Laboratories, Inc.

PART 2 - MATERIALS

2.01. GENERAL:

- A. This section includes all basic materials for raceways, fittings, busways, conductors, panelboards, switchboards, lighting fixtures and accessories, etc., as required for a complete installation.
- B. All materials shall be new and listed by the Underwriters Laboratories. Material substitutions will be considered only when evidence of equality and suitability, satisfactory to the Architect has been presented in writing, with samples if requested by the Architect.
- C. It shall be understood that the Architect/Engineer has the authority to reject any material or equipment used which is not specified or approved, or showing defects of manufacture or workmanship, before or after such material or equipment is installed.

2.02. CONDUITS:

- A. Rigid Metal (Galvanized Steel-RGS) Conduit: Rigid metal conduit shall be mild steel piping, galvanized inside and outside, and conform to ASA Specification 080.1 and Underwriters' Laboratories Specifications. By Sprang, Republic, Wheatland, Triangle or Pittsburgh.
- B. Intermediate Metal Conduit (IMC): IMC shall be hot dipped galvanized inside and outside and manufactured in accordance with U.L. Standard #6 or #1242. By Allied or approved equal.
- C. Electrical Metallic Tubing (EMT): EMT shall be high grade steel electro-galvanized outside and lacquer or enamel coating inside and conform to ASA Specifications 080.1 and Underwriters' Laboratories Specifications. By Sprang, Republic, Wheatland, Triangle or Pittsburgh.
- D. Rigid Nonmetallic Conduit (PVC): PVC conduit where exposed shall be high impact Schedule 80; below ground and below or in slab PVC shall be of high impact Schedule 40 PVC and shall conform to Underwriters' Laboratories Standard UL-651. By Carlon, Kraleypittsburgh, R.G. Sloan or Southwestern.
- E. High Density Polyethylene (HDPE): HDPE conduit when called out to be bored.

2.03. COUPLINGS, FITTINGS, AND CONNECTORS:

- A. RGS & IMC: By Appleton, Crouse-Hinds, Efcor, O-Z/Gedney, Raco, or Republic.
- B. EMT: EMT fittings shall be all steel type setscrew or insulated throat compression type. Pressure indented or slip fit type will not be accepted. All connectors to be insulated. By Appleton, Efcor, Raco Steel City, or Thomas & Betts.
- C. PVC: PVC fittings shall be of high impact PVC Schedule 40 or Schedule 80 to match the installed conduit. Joints shall be made with PVC solvent cement as recommended by manufacturer. By Pittsburgh, R.G. Sloan or Carlon.

2.04. CONDUIT BODIES:

- A. Conduit bodies shall be shall be malleable iron except in kitchen, dishwashing, and waste water treatment areas conduit bodies shall be copper free cast aluminum with stamped aluminum covers.
- B. Covers shall be screw retained with wedge nut or threaded body. Covers on bodies installed outdoors shall be approved and rated for installation outdoors.
- C. Bodies shall comply with NEC 370 and 373.
- D. RGS & IMC: By Appleton, Crouse-Hinds, Efcor, O-Z/Gedney, Raco, or Republic.
- E. Conduit cannot be used as ground. Provide separate insulated green grounding wire.

2.05. BUSHINGS:

- A. Bushings up to and including 1" shall have a tapered throat.
- B. Bushings 1-1/4" and larger shall be the insulating type.
- C. Grounding bushings shall be specification grade insulated grounding type bushings with tin plated copper grounding saddles and shall be equal to O-Z/Gedney Type BLG or HBLG.

- D. Bushings shall be zinc plated malleable iron or copper free cast aluminum.
- E. Bushings for terminating Data, Telecommunications, control, CATV, and similar conduits above ceilings and at backboards may be PVC or Polyethylene insulating bushings equal to those manufactured by Arlington Industries and Bridgeport Fittings.

2.06. EXPANSION FITTINGS:

- A. Conduit Expansion Joints shall be UL Listed.
- B. Expansion joints in rigid metal conduits shall consist of a threaded malleable iron body, pressure bushing, watertight packing, pressure ring, gasket, insulating bushing, and external grounding jumper, and shall be equal to O-Z Gedney Type AX with Type BJ bonding jumper.
- C. Expansion joints for EMT conduit shall be same as above with additional EMT couplings and connectors, and shall be equal to O-Z Gedney Type TX with Type BJ bonding jumper.
- D. Expansion joints in PVC conduit shall be equal to Carlon Series E945.
- E. Expansion joints shall provide a minimum of 4" of conduit movement.

2.07. BELOW GRADE THRU WALL WATER SEALS:

- A. Thru wall water seals for conduits penetrating exterior below grade concrete walls shall be seal systems by O-Z/Gedney or The Metraflex Company.
- B. Thru wall water seals for conduits penetrating exterior below grade concrete walls shall be Metraseal thru wall water seals by The Metraflex Company.

2.08. CONDUIT ACCESSORIES:

- A. Conduit clamps and supports for metallic conduit shall be galvanized steel by Efcor, Steel City, or Mineralac. Conduit fittings by Appleton, Crouse-Hinds, O-Z/Gedney, Pyle-National or approved equal.
- B. Conduit clamps and supports for nonmetallic conduit shall be nonmetallic high impact PVC by Carlon, Pittsburg, or Sloan.
- C. Conduit clamps for aluminum conduits shall be stainless steel or cast copper free aluminum with stainless steel fasteners.

2.09. FLEXIBLE CONDUIT:

- A. Liquidtight flexible metal conduit:
 - 1. Neoprene-jacketed liquidtight flexible metal conduit.
 - 2. Equal to Anaconda Sealtite.

2.10. ELECTRICAL TAPES:

- A. General use electrical tape shall be 8 mil (.008") thick, minimum, premium grade, pressure sensitive, flame retardant, vinyl electrical tape meeting UL 510, ASTM-D-3005, and MIL-I-24391C. The tape shall be equal to 3M No. 88 or Plymouth Premium 85 CW.
- B. Rubber tape used as primary tape shall be a 30 mil (.030") thick, minimum self-amalgamating, low voltage rubber tape rated for use through 600 V. Rubber tape shall be equal to 3M No. 2150 or Plymouth 122 Rubber Tape.
- C. Electrical filler tape shall be a 125 mil (.125") thick, minimum, self-amalgamating, low voltage insulating compound rated for use through 5 kV. Filler tape shall be equal to 3M SCOTCHFILL or Plymouth 125 Electrical Filler Tape.

2.11. PIPE WRAPPING TAPE:

- A. Pipe wrapping tape shall be a 10 mil (.010") thick, minimum, pressure sensitive, vinyl tape manufactured for pipe wrapping applications.
- B. The tape shall be UV, bacteria, and fungus resistant.
- C. The manufacturer's name and tape type shall be printed on the back of the tape.
- D. Pipe wrapping tape shall be equal to Plymouth Rubber Co. PLYWRAP 11, or 3M No. 50.

2.12. WIRE NUTS:

- A. Wire nuts for conductor splicing shall be winged type connectors with a square, plated steel spring and flame retardant thermoplastic shell.
 - B. The connector shall be rated for the number and size conductors being connected.
 - C. The Wire Nuts shall be rated for 105°C. And UL 486C listed.
 - D. Wire nuts shall be equal to connectors by Ideal/Buchanan, 3M/Scotch, or T & B,
- 2.13. SPLIT BOLT CONNECTORS:**
- A. Split bolt connectors for splicing conductors shall be UL 486A listed, shall be tin plated copper, and shall have a hexagonal head and nut.
 - B. Split bolt connectors for conductors size AWG #4 and larger shall have a serrated spacer bar between conductors.
 - C. Split bolt connectors for splicing conductors AWG #12 through #6 shall be equal to IlSCO Type SEL and Type SK for AWG #4 and larger conductors.
- 2.14. MULTI-TAP CONNECTORS:**
- A. Multi-tap connectors shall be insulated type
 - B. Multi-tap connectors shall be rated for the conductor sizes indicated on the drawings.
 - C. The connectors shall be provided for the number of conductors indicated, including any future taps shown, plus a minimum of one additional tap.
 - D. Multi-tap connectors shall be equal to IlSCO Type PCT or Type PED-CP.
- 2.15. WATERPROOF WIRE JOINTS:**
- A. Splices made below grade shall be made connectors, UL listed as waterproof, for below grade applications.
 - B. Waterproof Twist On Connectors for Up to 2#6 W/1#12 tap Conductors: Single piece wire nut pre-filled with silicone sealant. Sealant shall be rated for 45-400 degrees F. Connectors shall have same insulation rating as conductors. Sizes shall be available for connecting up to 2 #6 w1#12 tap conductors. Connectors shall be UL listed as waterproof for below grade applications and equal to Ideal Buchanan B-Cap Twist and Seal Wire Connectors, King Safety Products, Tyco/Raychem GelCap SL, or equal.
 - C. Waterproof Stub Splice Kit for up to #2/0 Conductors: Kit containing connector block, outer waterproof sleeve, and lubricant. Sleeve shall have same insulation rating as conductors. Kit shall be rated for feeder wire sizes #14 through #2/0 and tap wire sizes of #14 through #6. Connectors shall be UL listed as waterproof for below grade applications and equal to Tyco/Raychem GelCap SL.
 - D. Waterproof In-line Splice Kit for up to #2/0 Conductors: Kit containing connector block, outer waterproof sleeve, and lubricant. Sleeve shall have same insulation rating as conductors. Kit shall be rated for wire sizes #6 through #350 kcm. Connectors shall be equal to Tyco/Raychem GTAP.
 - E. Waterproof Splice Kit for Conductors above #2/0: Kit containing connector block, outer waterproof sleeve, and lubricant. Sleeve shall have same insulation rating as conductors. Kit shall be rated for wire sizes #14 through #2/0. Connectors shall be equal to Tyco/Raychem GHFC.
- 2.16. PLASTIC MARKING TAPE FOR MARKING UNDERGROUND CABLES AND CONDUITS:**
- A. Plastic marking tape shall be acid and alkali-resistant polyethylene film, 6 inches wide with minimum thickness of 0.004 inch.
 - B. Tape shall have a minimum strength of 1750 psi lengthwise and 1500 psi crosswise.
 - C. The tape shall be manufactured with integral wires, foil backing or other means to enable detection by a metal detector when the tape is buried up to 3 feet deep.
 - D. The tape shall be of a type specifically manufactured for marking and locating underground utilities.

- E. The metallic core of the tape shall be encased in a protective jacket or provided with other means to protect it from corrosion.
- F. Tape color shall be as specified in the table below and shall bear a continuous printed inscription describing the specific utility.

Red:	Electric
Orange:	Data, Telephone, Television,

2.17. FIRE STOPPING:

- A. Fire sealant shall be intumescent caulk, putty, sheet and/or wrap/strip as required to attain the proper rating.
- B. Caulk shall be equal to 3M CP25 N/S and/or S/L.
- C. Putty shall be equal to 3M Fire Barrier Moldable Putty.
- D. Sheet equal to 3M CS195.
- E. Wrap/strip equal to 3M FS195.
- F. Equal products by Dow Corning, Hilti, and Metacaulk will be accepted.

2.18. JUNCTION BOXES (THRU 4-11/16"):

- A. Sheet Metal: To be standard type with knockouts made of hot dipped galvanized steel, By Steel City, Raco, Appleton or approved equal.
- B. Cast: To be type FS, FD, JB, GS or SEH as required for application.

2.19. JUNCTION AND PULL BOXES (LARGER THAN 4-11/16"):

- A. Shall be cast metal for all below grade exterior use and where indicated on plans. All other shall be oil tight, JIC boxes not less than 16 gauge, equal to Hoffman type "CH" boxes.

2.20. PULL BOXES:

- A. Galvanized sheet metal screw-cover type with UL label as produced by Austin, B & C Metal Stamping Company, E-Box, Hoffman, Wiegmann, or approved equal.

2.21. AUXILIARY GUTTERS (WIRING TROUGHS):

- A. Gutters shall be of sizes shown and/or required by the NEC (whichever is larger), constructed of code gauge, galvanized sheet steel, painted ANSI 61 gray.
- B. Gutters shall be UL listed and shall be of NEMA 3R construction in wet or damp locations or shall be as indicated on the drawings.
- C. Gutters shall be as produced by Austin, B & C Metal Stamping Company, E-Box, Hoffman, Wiegmann, or approved equal.

2.22. STRUT SYSTEM FOR SUPPORT OF ELECTRICAL EQUIPMENT:

- A. Strut shall be 1-5/8" except where heavier strut is required to support the load, for rigidity, or where specifically indicated otherwise.
- B. Cold-formed steel, ASTM A 570 or A 446 GR A.
- C. Stainless Steel Strut: Type 304, ASTM A 240.
- D. Hot Dipped Galvanized Steel Strut: Zinc coated after manufacturing operations are complete, ASTM A 123 or A 153
- E. Electro-galvanized Steel Strut: Electrolytically zinc coated, ASTM B 633 Type III SC 1.
- F. Fittings: Same material as strut, ASTM A 575, A 576, A 36, A 635, or A 240.
- G. Zinc Primer: As recommended by strut manufacturer.
- H. Strut Systems shall be as manufactured by B-Line, Erico, Globe, Kindorf, MasterStrut, Power Strut, T&B SuperStrut, or Unistrut.

2.23. OUTLET BOXES:

- A. General: Except as noted, boxes shall be standard hot dipped galvanized steel at least 1-1/2" deep, of metal at least 1/16" thick; sized to accommodate devices and conductors per NEC Article 370; product of Appleton, National, Steel City, or approved equal.
- B. Boxes used with Exposed Conduit: 4" square utility boxes.
- C. Exterior Boxes: Galvanized cast-metal boxes, Crouse-Hinds Type FS or FD as appropriate. Make weatherproof with gasketed covers. Equal products by Appleton, Killark, O-Z/Gedney, or approved equal will be accepted.

2.24. CONDUCTORS AND CABLES:

- A. Power Conductors
 - 1. The ungrounded conductors (phase) and the grounded conductor (neutral) of each voltage system being installed shall be phase identified the full length of the conductor with the color characteristics manufactured in the insulation of cable from the cable manufacturer. Required color cable will then be installed for the specific voltage system as identified in these specifications.
 - 2. All conductors shall be copper with not less than 98% conductivity and with current carrying capacities per N.E.C. for 60°C. for sizes through #1 AWG and 75°C for conductors #1/0 and above.
 - 3. All conductors shall have manufacturer's name, type insulation, and conductor size imprinted on jacket at regular intervals.
 - 4. Conductors of size #10 and smaller shall be solid copper conductors with 600 volt type THHN or THWN insulation.
 - 5. Conductors of size #8 and larger shall be stranded copper conductors with 600 volt type THHN or THWN insulation.
 - 6. All motor branch circuits, HVAC, and plumbing equipment shall be stranded copper conductors with 600 volt type RHH-RHW insulation.
 - 7. All conductors installed in conduit below grade shall be rated for wet location.
 - 8. Manufacturer: Conductors shall be products of GE, Triangle, Phelps- Dodge, Anaconda, Rome, Habirshaw, General Cable, or approved equal.
 - 9. Fixture Wire:
 - a. Conductors feeding into fixtures, other than fluorescent fixtures, of 300 watts or less shall be #14, 200°C., type SF-2, for fixtures of more than 300 watts #12, 200 °C., type SF-2 shall be used.
 - b. Conductors pulled through fluorescent fixtures shall have Type TFN or TFFN fixture wire, rated 90oC.
 - c. Conductors shall be by Dodge, Anaconda, Rome General Cable or Southwire.
- B. Control and Signal Wire: Conductor type TFF, minimum size #16 copper and fully color-coded, shall be used. Conductors shall be by Anaconda, Houston Wire & Cable, General Cable, Phelps Dodge, Rome, or Southwire.

2.25. WIRING DEVICES:

- A. General: Manufacturer's and catalog numbers listed are used to establish style, type and quality. Unless otherwise indicated on drawings, all wiring devices shall be UL listed, side-wired specification grade.
- B. Manufacturers: Equal devices by Hubbell, Leviton, and P & S will be accepted. All devices shall have plaster ears.
- C. Duplex receptacles (general purpose): 125V/20A flush duplex back and side wired hard use specification grade receptacles, NEMA 5-20R configuration, with nylon face and body, grounding terminal and break-off fins for converting to 2-circuit use. Receptacles shall meet Federal Specification WC-596. Color to match wall switches. Equal to P & S 5362, Hubbell CR20, or Leviton 5362.
- D. Wiring devices shall be of color as directed by Architect. Devices must be available in ivory, brown, black, white, and gray. Devices connected to the emergency generator shall be red in color.

2.26. DEVICE PLATES:

- A. Type appropriate for the associated wiring device, equal to Sierra Stainless Steel Smoothline. Device plates shall be of color as directed by Architect. Devices must be available in ivory, brown, black, white, and stainless steel. Provide single plate of proper gang where more than one device occurs (do not gang dimmers with rocker switches).
- B. Coverplates for exposed cast aluminum boxes in kitchen and dishwashing areas shall be cast coverplates, without lift cover, unless specifically indicated otherwise on the drawings.
- C. Color: Wiring device cover plates shall be of color as indicated on drawings or directed by Architect. Devices must be available in ivory, brown, black, white, gray, and stainless steel.
- D. Jumbo and Mini-Jumbo plates will not be accepted.

2.27. GROUNDING:

- A. Ground Rods shall be $\frac{3}{4}$ " x 10' copperclad steel.
- B. All grounding conductors shall be copper.

2.28. DISTRIBUTION PANELBOARDS:

- A. Furnish and install distribution and power panelboards as indicated in the panelboard schedule(s) or single line wiring diagrams and where shown on the plans.
- B. Panelboards shall be dead front, safety type equipped with thermal magnetic, molded case circuit breakers with trip ratings as indicated on the schedule(s).
- C. Panelboard bussing shall be copper.
- D. Panelboard buss structure and main lugs or main breaker(s) shall have the fault current ratings as indicated on the drawings. Ratings shall be established by heat rise tests conducted according to UL Standard UL67.
- E. Circuit breakers shall be equipped with individually insulated, braced and protected connectors. The front faces of all circuit breakers shall be flush with each other.
- F. Main circuit breakers shall be centered mounted. Main breaker cannot be mounted on buss bars with other circuit breakers.
- G. An engraved phenolic label shall be permanently attached to the front of the panelboard adjacent to each circuit breaker identifying the load served by the circuit breaker.
- H. Automatic tripping shall be clearly shown by the breaker handle taking a position between ON and OFF when the breaker is automatically tripped.
- I. Provisions for additional breakers shall be such that no additional connectors or hardware will be required to add breakers.
- J. The panelboard assembly shall be enclosed in a steel cabinet. The rigidity and gauge of steel shall be as specified in UL Standards. End walls shall be removable. The size of wiring gutters shall be in accordance with the National Electrical Code, NEMA, and UL Standards for panelboards.
- K. Cabinets shall be equipped with four piece fronts.
- L. The panelboard interior assembly shall be dead front with panelboard front removed.
- M. Main lugs or main breaker shall be barriered on live sides.
- N. The barrier in front of the main lugs shall be hinged to a fixed part of the interior. The end of the buss structure opposite the mains shall be barriered.
- O. Panelboards shall be listed by Underwriters' Laboratories and to bear UL label. Panelboards shall be rated for use as Service Entrance Equipment where required by the National Electrical Code. Panelboards shall be by Cutler-Hammer, General Electric, Square D, or Siemens.
- P. Provide nameplate as called out on drawings.
- Q. All service entrance main circuit breakers shall be 100% rated.

2.29. FUSES:

- A. General: Fuses shall be UL listed time delay types with a minimum interrupting rating of 100,000 amps symmetrical.
- B. 200 amps and below: Provide Class RK-5 current limiting, time delay, rejection type as manufactured by Busman Manufacturing, Ferraz Shawmut, or Littlefuse.
- C. 201 to 600 amps: Class RK-1, current limiting, time delay, rejection type as manufactured by Bussman, Ferraz Shawmut, or Littlefuse.
- D. Above 600 amps: Class L current limiting, time delay, as manufactured by Busman Manufacturing, Ferraz Shawmut, or Littlefuse.

2.30. LABELING:

- A. Provide laminated plastic nameplates for each panelboard, equipment enclosure, relay, switch, and device.
- B. Each nameplate inscription shall identify the function and, when applicable, the position. Nameplates shall be melamine plastic 0.125 inch thick, white with black center core.
- C. Provide red laminated plastic label with white center core where indicated.
- D. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the core.
- E. Minimum size of nameplates shall be one by 2.5 inches.
- F. Lettering shall be a minimum of 0.25 inch high normal block style.
- G. See Panelboard details for proper labeling of all panelboards.

2.31. CONCRETE:

- A. Concrete for electrical requirements shall be:
 - 1. Composed of fine aggregate (sand), coarse aggregate (graded from three-sixteenth (3/16) inch to one (1) inch), Portland cement, and water proportioned and mixed so as to produce a plastic, workable mixture.
 - 2. Aggregates shall be free from detrimental amounts of dirt, vegetable matter, soft fragments, or other foreign substances.
 - 3. Water shall be fresh, clean, and free from salts, alkali, organic matter, and other impurities.
 - 4. Concrete shall have a minimum 3000 psi ultimate twenty-eight day compressive strength and a maximum three (3) inch slump.

PART 3 - EXECUTION

3.01. GENERAL:

- A. This section includes the installation of the complete electrical system.

3.02. ELECTRICAL SYSTEM DEMOLITION:

- A. Before any new work begins the Contractor shall determine and document in writing to the satisfaction of the Engineer the condition of existing electrical work and auxiliary systems that are to remain in service. After the new work begins any existing electrical work or systems that are found to be inoperative or defective and not so documented shall be repaired or replaced by the Contractor at no additional cost to the Owner.
- B. Existing electrical equipment and materials to be reused shall be tested and repaired as required and installed for first class operation.
- C. General: The manner in which the remaining portions of the electrical system are terminated, supported and generally maintained for permanent use shall comply with all applicable regulations of the National Electrical Code, applicable NFPA codes and any local codes.
- D. Refer carefully to construction drawings prior to commencing with demolition to determine the intent of demolition. Contact the Engineer if there appears to be any conflict between the demolition and construction drawings.

- E. See "Renovation" Section regarding modification and relocation of circuits.
- F. Phasing: Phasing shall be as coordinated by the General Contractor.
- G. Work in Occupied Areas: Coordinate work carefully with General Contractor to provide minimum disruption to occupied portions of project. Provide minimum of 24 hours advance notice to Owner of demolition activities that will affect Owner's normal operation.
- H. Protections: Take necessary measures as required for protection of the Owner's personnel and the general public, as well as Owner's property. Provide temporary barricades, partitions, bracing, and weather protection as needed. Remove all temporary protections at completion of work.
- I. Flame Cutting: Do not use cutting torches for removal until work area is cleared of flammable materials. Maintain portable fire suppression equipment during flame-cutting operations.
- J. System Protection: Protect and maintain all portions of existing system not indicated for demolition, including but not limited to light fixtures, panelboards and circuits.
- K. Fire Protection: Coordinate with general contractor to insure that all penetrations of fire-rated decks and partitions are properly sealed.
- L. Removal of Circuits: All circuits indicated for removal shall be entirely removed, including raceway, back to take-off point or as far as possible without chasing (unless chasing is indicated). Where it is not possible to remove conduit, all conductors shall be removed and the conduit shall be permanently capped. Floor outlets indicated for removal shall be entirely removed, including outlet box, and capped below floor level (minimum 4" below floor level if in slab).
- M. Where floor slab is damaged in the course of demolition, it shall be permanently repaired as soon as practicable.
- N. Leave existing branch circuits and feeders which run through reworked areas and serve existing equipment to remain in service, continuous and uninterrupted.
- O. Where service interruptions are required, obtain approval for interruptions in writing from Architect 14 days prior to interruption. Submit schedule of work to be performed and the time required to accomplish work with request for interruption.
- P. Disposition of Material: Where electrical equipment is indicated for removal and not indicated for re-use, the owner shall have the option of taking possession of the equipment, the Contractor shall deliver any such material to a local site designated by the owner. The Contractor shall be responsible for disposing of all other materials in accordance with applicable codes and laws.

3.03. ELECTRICAL SYSTEM RENOVATION:

- A. General: Provide renovations as indicated on drawings and specified herein as required for a complete, operational system, even though every item is not indicated.
 - 1. This Section is intended to serve as a supplement to the applicable sections within this Division, and in no way relieves the contractor from the requirements of any other Section.
 - 2. All renovations shall comply with all applicable regulations of the National Electric Code, applicable NFPA codes and any local codes
- B. Materials and workmanship: Execute all work so as to present a neat and workmanlike appearance when completed. Except where otherwise indicated, all materials shall be new, UL approved where a standard has been established. Where specific means and methods for affecting renovations are not covered in drawings and specifications, the contractor shall exercise prudent judgment in following accepted practices.
- C. Modifications: All major deviations from the drawings and specifications shall be approved in writing by the Engineer.
- D. Inspection:
 - 1. Inspect all existing electrical system components which are accessible, including fixtures, wiring devices, raceway and panelboards.

2. Perform minor repairs to loose or damaged connections, damaged or missing supports, replacement of broken devices, replacement of missing plates and junction box covers and other visible damage or disrepair.
 3. Report major damage to Engineer.
- E. Renovation Services: In addition to the scope of work indicated on the drawings and specified herein, it shall be the responsibility of this Division to provide minor modification and repair services made necessary to electrical system components through the normal course of renovation. Such services shall include but not be limited to minor repair or relocation of branch circuits necessitated by the work of other trades, as coordinated by the General Contractor.
- F. Penetrations: Coordinate penetrations of existing walls, decks, and roofs required for electrical system with General Contractor. Do not cut structural members without the prior consent of Structural Engineer.
- G. Raceway.
- a. Unless specifically indicated otherwise, existing raceway may not be used.
 - b. Where existing raceway is indicated for possible re-use, it shall be the responsibility of this Division to verify that the condition and configuration of the raceway is in compliance with the NEC.
- H. Panelboards: Where new circuits are run to an existing panelboard, thoroughly inspect the panelboard for any indications of arcing, overheating, or other damage. Report damage to the Engineer. Unless specifically allowed, tandem circuit breakers shall not be utilized.
- I. Clearing of Neutral Faults: Any and all neutral faults to ground on existing system shall be corrected.
- J. Service Ground: Visually inspect existing service ground electrode system for damage and code compliance. Check continuity from panel to each electrode with a meter. Make repairs as required.
- K. Lighting Fixtures: Where existing lighting fixtures are indicated for re-use, they shall be thoroughly cleaned and relamped, no exceptions. Where existing lighting fixtures are indicated for replacement, it shall be the responsibility of this Division to verify the compatibility of new fixtures with existing ceiling type, existing penetrations, available support, and other existing conditions prior to submittal of fixtures. Any variances or required modifications shall be clearly indicated on the fixture submittal.
- L. Backfilling, Grading, and Sodding:
1. Restore surface features, including vegetation, at areas disturbed by Work of this Section.
 2. Reestablish original grades, unless otherwise indicated.
 3. If sod has been removed, replace it as soon as possible after backfilling is completed.
 4. Restore areas disturbed by trenching, storing of dirt, cable laying, and other activities to their original condition.
 5. Include application of topsoil, fertilizer, lime, seed, sod, sprig, and mulch. Comply with Division 2 Section "Landscaping." Maintain restored surfaces.
 6. Restore disturbed paving as indicated.

3.04. ELECTRICAL SERVICE:

- A. General: Arrange with local electric Utility Company for service to be brought to the building, and for installation of meter. Provide all material and labor not supplied by Utility Company so as to produce a complete installation meeting the Utility regulations.
- B. Service requirements: It is the responsibility of this Section, prior to bid, to reaffirm with the Utility Companies involved, that locations, arrangement, Power Company voltage, phase, metering required, and connections to utility service are in accordance with their regulations and requirements. If their requirements are at variance with these drawings and specifications, contract price shall include an additional cost necessary to meet those regulations without extra cost to Owner after bids are accepted.
- C. Notify Architect of any changes required before proceeding with work.
- D. Fees and deposits:

1. The Electrical Contractor shall be responsible for verification and payment of all utility fees associated with installation of the electrical service.
 2. The Owner shall pay the cost of establishing an electrical service account and permanent meter deposit.
- E. Metering: Obtain metering equipment from Utility Company and install in compliance with the Utility Company's requirements. The Electrical Contractor shall provide and install all necessary metering raceways, fittings, supports, connectors and ground conductor necessary for a complete installation. Provide 100# pull wire in all metering conduits.
- F. Main Service Equipment: Provide UL approved service entrance components as indicated on drawings or specified herein.
- G. Service lateral or feeder: Extend lateral or feeder of the size shown on drawings from service equipment to the point of service as indicated (verify exact location with Utility Company).
1. For Overhead Service, provide and install service entrance fitting on conduit and leave sufficient slack conductor for connection to utility feeder 10' above finish grade, 12' above drive and 18' above street.
 2. For Underground Service, provide and install underground conduit to utility riser, as directed by Utility Company. Conduit shall be of size and quantity as indicated on drawings. Provide 480# polypropylene pull line in each empty conduit.
 3. For Underground Service, provide and install transformer pad, primary underground conduit to utility riser as directed by Utility Company, underground secondary conduit, and secondary conductors. Conduit shall be of size and quantity as indicated on drawings. Provide spare 4" conduit in transformer pad extending 2' beyond edge of pad with PVC cap. Provide 480# polypropylene pull line in each empty conduit.
 4. On service transformers with multiple taps, it shall be the responsibility of this section to coordinate tap selection with the electric utility to insure the proper nominal voltage.

3.05. GROUNDING:

- A. Bond the neutral conductor and various conductive materials in the building per NEC Article 250.
- B. Grounding Electrode System: A bare copper grounding conductor shall be bonded to grounding electrodes as specified below. This conductor shall serve as ground for system neutral and for building equipment bonding. Where conductor is #6, or smaller, or is subject to injury, it shall be run in conduit, Schedule 80 PVC or Rigid Galvanized to which the conductor shall be bonded at both ends.
1. Grounding electrodes shall be as follows:
 - a. Cold water piping, if metal and in direct contact with the earth for 10 feet or more, at the point of entry into the building. Grounding electrode shall be attached with UL approved bronze clamp.
 - b. Building structural steel, if present and accessible.
 - c. Grounding electrode shall be attached with exothermic weld connector.
 - d. Foundation reinforcing bar system. Coordinate with General Contractor to provide turned up re-bar (sleeved) near service point for attachment of grounding electrode above grade. Grounding electrode shall be attached with UL approved bronze clamp or exothermic weld connector.
 - e. Driven ground rod(s).
 - 1) Three 3/4" x 10' copper weld rods shall be driven into the ground at the lowest point adjacent to the building, spaced a minimum of 10' apart.
 - 2) Ground rods shall be driven to 12" below grade.
 - 3) The grounding electrode conductor shall be attached to the rod(s) with UL approved bronze clamp or exothermic weld connector.
 - f. Existing grounding electrode system. If an existing electrical service is in place, it must be bonded to the new grounding electrode system.
- C. Connections to grounding rods, building structure, counterpoise, and conductor junctions shall be made by exothermic weld unless specifically noted otherwise.

- D. Electric system (neutral) ground: The current carrying neutral leg of the wiring system shall be of insulated conductor, and shall be connected to the grounding electrode conductor only via the neutral connection at the service equipment. Each branch circuit or multi-outlet branch circuit shall be provided with a dedicated neutral conductor.
- E. Equipment grounding conductors:
 - 1. An equipment grounding conductor (copper with green insulation except where bare copper is used) shall be provided in all wiring raceways.
 - 2. Sizes shall be in accordance with NEC 250.
 - 3. The equipment grounding conductor shall originate in the same panelboard, panelboard section, as the circuit conductors.
 - 4. The equipment grounding conductor bonding the sections of multi-section panelboards shall be sized per NEC 250.
 - 5. The equipment grounding conductor is not included in number of branch circuit conductors indicated on the drawings.
- F. Grounding electrode resistance shall be less than 15 ohms. The resistance of the grounding electrode shall be tested by the Fall of Potential Method.
- G. Each grounding conductors at the service entrance ground bus bar shall be provided with a brass round identifying tag. Tag shall indicate where ground wire is terminated.

3.06. EXCAVATION, CUTTING AND BACKFILLING:

- A. Provide cutting and patching, under the supervision of the General Contractor, as required for the work in Section 16.
- B. Locate all existing below grade and/or below floor utilities prior to beginning any site excavation or cutting of existing floor slabs. The Contractor shall repair any damage to existing utilities or systems.
- C. Saw cut existing concrete slabs and asphalt paving.
- D. Trenching:
 - 1. Dig trenches true to line, with a flat, even bottom.
 - 2. Width of the trench shall provide not less than 3 inches clearance from the conduit to each side of the trench.
 - 3. Insure that foundation walls and footings and adjacent load bearing soils are not disturbed in any way.
 - 4. Conduits shall be installed below footings where possible. Where a line passes under a footing, make crossing with the smallest possible trench to accommodate the conduits/sleeves.
 - 5. Where a line must pass adjacent to and blow the bottom of a column footing, or the corner of a continuous footing, backfill the trench with concrete up to the level of the footing bottom, for a distance away from the footing equal to the depth of the fill.
 - 6. Keep excavation free from water, by pumping if necessary.
 - 7. Where rock, soft spots, or sharp-edged materials are encountered, excavate the bottom for an additional 3 inches, fill and tamp level to proper elevation with sand or earth free from particles that would be retained on a 1/4 inch sieve.
 - 8. Remove and relocate existing obstructions as directed.
 - 9. The Contractor shall be responsible for the repair and/or replacement of any damage to existing utilities, structure, or finishes.
 - 10. Coordinate work with other trades as work progresses so cutting and patching will be minimal.
 - 11. Refer to Section "Earthwork" for shoring, sub-soil assumptions and data, work around trees, surplus earth, etc.
- E. See Section 16100, "Conduit Installation, Below grade and below slab conduit installation", for installation of conduits in trenches.
- F. Backfilling:

1. Immediately after inspection, cover conduits with 3" of compacted sand or earth free from particles that would be retained on a 1/4 inch sieve. Do not to disturb the alignment or joints of the conduits.
2. Carefully backfill with 4" of earth free from clods, brick, etc., firmly puddling and tamping.
3. Thereafter, puddle and tamp every vertical 4" for hand tamping or 8" for heavy duty mechanical tamping.
4. Backfill shall meet the compaction requirements set forth in Division 2.
5. Backfilling Beneath Slabs and Pavement: Trenches beneath future slabs or pavement, including but not limited to buildings, drives, parking areas, sidewalks, playground surfaces, and equipment pads, shall be backfilled, from 3" above top of conduits to final grade, with crushed aggregate, AHD 825, type B, compacted in 4" layers to 100% ASTM 698.
6. Install marking tape above conduits at 12 inches below grade.

3.07. SLEEVES, INSERTS, AND SUPPORTS:

- A. Provide and install No. 16 gauge galvanized steel or iron sleeves in all walls, floors, ceilings, and partitions. Sleeves shall have no more than 1/2" clearance around pipes and insulation.
- B. The contractor shall furnish to other responsible trades all sleeves, inserts, anchors and other required items which are to be built in by other trades for securing of all hangers or other supports by the Contractor.
- C. The contractor shall assume all responsibility for the placing and sizing of all sleeves, inserts, etc., and shall either directly supervise or give explicit instructions to other trades for their installation.
- D. The contractor shall seal all conduits through floors, smoke partitions, and floor partitions, with a sealant approved for the application.
- E. All sleeves through sound barrier walls and partitions shall be sealed with mineral wool.
- F. Through the floor conduit penetrations shall be sealed watertight.
- G. Furnish and install steel angles and channels as required for mounting and bracing heavy equipment and conduits. Steel shall be securely bolted or welded to structure and equipment bolted to the steel framework. Obtain the approval of the Architect prior to welding.

3.08. BELOW GRADE THRU WALL WATER SEALS:

- A. Each conduit penetrating exterior, below grade, cast concrete walls shall have the annular space around the conduit sealed with an approved Thru Wall Water Seal System.
- B. Where the system includes water seal thru wall sleeves, the Electrical shall provide properly sized sleeves to the contractor responsible for constructing the walls and shall be responsible for the proper location of each sleeve.
- C. Where openings are to be core drilled, the Electrical Contractor shall be responsible for the core drilling and for coordinating proper sizing and location of each opening.

3.09. FIRE STOPPING:

- A. The Electrical Contractor shall be responsible for firestopping of all penetrations of fire rated partitions made by any and all lighting, power, and auxiliary circuiting, sleeves and/or equipment.
- B. The Electrical Contractor shall submit manufacturers' UL System drawings for the systems to be utilized. The systems shall be compatible with the partition ratings as indicated on the Architectural drawings and in accordance with details on the Electrical drawings.
- C. Penetrations of fire rated partitions shall be sealed with an approved fire sealant resulting in the completed penetration having the same fire rating as the partition.
- D. The installation shall be in accordance with the manufacturer's UL system detail and installation instructions to attain the required fire partition rating.
- E. Empty sleeves through 1 and 2 hour rated partitions shall be plugged with mineral wool.

- F. Sleeves through 4 hour rated partitions shall be plugged with mineral wool and fire stopping material.

3.10. CONDUIT INSTALLATION:

- A. Conduits shall be as follows:
1. Overhead Service Entrance - Rigid Galvanized Steel (RGS) Conduit or IMC.
 2. Underground Service Laterals: Schedule 40 rigid PVC in horizontal runs with rigid galvanized steel elbows turning up to vertical RGS.
 3. Where subject to moisture or mechanical injury - RGS conduit.
 4. ALL conduits exposed to moisture or subject to mechanical damage shall be RGS. Where conduit exits building, the changeover from EMT to rigid shall be inside exterior wall.
 5. In open shop and industrial installations RGS shall be run to 10' A.F.F.
 6. All conduit exposed on the outside of the building envelope shall be Rigid Galvanized Steel (RGS) conduit. This includes all conduits on and/or under canopies or awnings.
 7. In concrete or solid masonry – RGS conduit
 8. Above furred spaces or in cells of hollow masonry - EMT
 9. Concealed inside drywall construction walls and above lay-in ceilings – EMT.
 10. Exposed conduits:
 - a. Conduits installed exposed in shop, warehouse, and manufacturing areas shall be RGS up to 12' A.F.F. Conduits in such spaces above 12' A.F.F. may be EMT unless indicated otherwise on the drawings.
 - b. Exposed indoors in non-hazardous unfinished areas not subject to physical damage - EMT
 - c. Exposed in kitchen and dishwashing areas: Rigid aluminum.
 11. Branch circuits in slab (3/4") - PVC. Turn up through slab with RGS ells - no exceptions. Extend rigid turn-ups 2" minimum above finish floor level.
 12. Circuits beneath building vapor barrier - PVC. Turn up through slab with RGS ells - no exceptions. All elbows 45° and greater shall be RGS. Extend RGS turn-ups 2" minimum above finish floor level.
 13. Below Grade – PVC with RGS, or rigid aluminum where applicable, elbows turning up to vertical. All below grade elbows 45° and greater shall be RGS.
 14. Motor, HVAC equipment, and vibrating equipment connections - flexible metal conduit, liquid tight flexible metal conduit outdoors, in kitchen and dishwashing area, or in other wet areas. Liquidtight flexible nonmetallic conduit shall be used only where specifically indicated.
 15. IMC may be used where RGS is indicated.
- B. Conduit sizes:
1. Unless specifically indicated otherwise herein or on the drawings, the minimum conduit size shall be 3/4".
 - a. All conduits installed below grade or below slab shall be 3/4" minimum.
 - b. The minimum size for flexible lighting fixture "whips" shall be 3/8" and the maximum length shall be 6 feet. Lighting fixture "whips" shall be defined as flexible conduits with conductors feeding one or more recessed lighting fixtures installed in suspended, lay-in, acoustical ceiling systems from a single junction box.
 - c. 1/2" conduit may be for final connections to equipment or fixtures where conduit is less than three (3) feet in length and is extended from a junction box or from a 3/4" conduit stub up.
 2. Conduits shall be sized in accordance with the National Electrical Code as adopted by the local authority having jurisdiction or as amended to date, except where a larger size is indicated on the drawings or specified herein.
- C. Layout:
1. Generally follow the conduit layout shown on the drawings. However, the layout is diagrammatic only and must be adjusted for structural conditions, built-in equipment and other factors. Offsets are not indicated and must be furnished as required.
 2. Install all conduits concealed except in equipment rooms and where exposed runs are specifically indicated.

3. Install conduit runs to avoid proximity to steam or hot water pipes. In no place shall a conduit be run within 6" of such pipes except where crossings are unavoidable, then conduit shall be kept at least 1" from the covering of the pipe crossed.
4. Eliminate trapped runs insofar as possible.
5. Do not chase new work, but instead build in conduit as work progresses.
6. Do not run conduit in cavity of exterior walls.
7. Run concealed conduits in direct line with long sweep bends and offsets where practicable.
8. Install exposed conduit with runs parallel or perpendicular to walls, structural members, or intersections of vertical planes and ceilings, with right-angle turns consisting of cast-metal fittings or symmetrical bends.
9. Where conduits are indicated exposed overhead, runs down to wall outlets shall be concealed in wall.

D. Conduit Installation:

1. Securely fasten conduits to all sheet metal outlets, cabinets, junction and pull boxes with locknuts and bushings, taking care to see that stout mechanical and solid electrical connections are obtained.
2. All conduits shall have bushings with smooth beveled throats installed at both ends prior to installing conductors. Split bushings around conductors shall be taken to indicate that the conductors were pulled into conduit without the proper bushings installed and a basis for requiring the replacing of the conductors.
3. Conduits entering service enclosures (panelboards, disconnect switches, switchboards, motor control centers, etc. used as service entrance equipment) shall be provided with specification grade, insulating, grounding type bushings. Grounding bushing shall be bonded together and bonded to the service grounding buss.
4. Support:
 - a. Raceways shall be securely and rigidly supported to the building structure in a neat and workmanlike manner, and wherever possible, parallel runs or horizontal conduit shall be grouped together on adjustable trapeze hangers.
 - b. Support shall be provided at appropriate intervals not exceeding eight(8) feet with straps, hangers, and brackets specifically designed for the application.
 - c. Channels shall be 1 inch for 18-inch wide trapeze, 1-3/8 inch for 24 to 30 inch, and 1-5/8 inch for over 30 inch wide trapeze.
 - d. Perforated steel straphangers, "butterfly clips", or tie-wire supports are not acceptable.
 - e. Conduits shall not be supported from ceiling support wires.
 - f. Conduits installed along wall surfaces shall be supported with galvanized steel brackets specifically designed for conduits and sized for the conduit used.
 - g. PVC conduits shall be supported per the NEC with PVC or stainless clamps and stainless steel hardware.
 - h. Attach to supporting devices with screws, bolts, expansion sleeves or other workmanlike means appropriate to the surface.
 - i. In stud walls, anchors shall be completely rattle proof.
 - j. For conduits in damp and wet locations, use stainless steel clamps and stand-offs, or galvanized malleable or cast iron clamps and spacers.
 - k. All mounting hardware for aluminum conduit shall be stainless steel.
 - l. Surface mounted conduits installed in kitchen and dishwashing areas shall be supported off walls approximately 3/16".
5. Thread rigid conduits so that the ends meet in couplings; cut ends square, ream smooth and draw up tight.
6. All field cut threads shall be cleaned with a solvent such as mineral spirits and painted with two coats of galvanize primer.
7. Cap conduit ends to keep out water and trash during construction.
8. Field made bends:
 - a. Avoid field-made bends where possible, but where necessary, use a proper hickey or conduit-bending machine.
 - b. Field made bends in PVC conduit shall be made with a heated PVC conduit bender.

- c. Make no bends with radius less than six times the conduit diameter, nor more than 90 degrees.
 9. Make changes in direction with pull boxes, symmetrical bends and/or cast-metal fittings.
 10. Total bends in any conduit run shall not exceed the equivalent of four, quarter (90°) bends for a total of 360°, per NEC, between pull boxes.
 11. Replace any crushed or deformed conduits.
 12. Conduits passing through roofs shall be in place before roof is installed.
 13. Conduits installed in concrete/grout filled CMU walls shall be Rigid steel or IMC conduits installed field wrapped with 0.010 inch thick pipe-wrapping plastic tape applied with a 50 percent overlay. Painted on coating shall not be acceptable.
 14. Where conduits pass through or across building expansion joints, provide hot-dipped galvanized expansion fittings with bonding jumpers.
 15. Insure that all penetrations of firewalls are sealed per NEC and IBCC.
 16. Right and left couplings shall not be used; conduit couplings of the Erikson type shall be used at location requiring such joints.
 17. Paint all conduits exposed in finished spaces. Paint shall consist of one coat of zinc rich primer plus two top coats of water-based latex paint, color to match adjacent finishes. Verify colors and paint system with Architect.
 18. All conduit runs entering the building from outdoors shall be sealed against moisture migration and condensation by filling with insulating type foam.
- E. Below grade and below slab conduit installation:
1. See Section 16100, "Excavation, Cutting, and Backfilling" for trenching and backfilling requirements.
 2. Rigid steel or IMC conduits installed below slab-on-grade or in the earth shall be field wrapped with 0.010 inch thick pipe-wrapping plastic tape applied with a 50 percent overlay, or shall have a factory-applied polyvinyl chloride, plastic resin, or epoxy coating system. Painted on coatings shall not be acceptable. Wrap shall extend a minimum of 1" above slabs or 3" above finished grade where there is no slab. Alternate methods must be approved by Engineer prior to bids.
 3. Top of the conduit shall be not less than 30 inches below grade.
 4. Run conduit in straight lines except where a change of direction is necessary.
 5. Conduits stubbed up from below grade or slab into exterior walls shall be turned toward the interior of the building below slab fill perpendicular to the wall. Conduits shall not be turned out toward the exterior unless specifically indicated to do so.
 6. Placing of conduits below slab on grade:
 - a. Conduits 1-1/4" and larger shall be installed a minimum of 12" below the bottom of slab in the clay/sand fill below any gravel fill material.
 - b. Conduits 1" and smaller may be installed in the porous/gravel fill below the vapor barrier.
 7. Multiple Conduits:
 - a. Separate multiple conduits by a minimum distance of 2-1/2 inches horizontally and 3 inches vertically, except that light and power conduits shall be separated from control, signal, and telephone conduits by a minimum distance of 3 inches horizontally and vertically.
 - b. Where multiple layers of conduits are to be placed in a trench, each layer shall be placed in the trench, straight and parallel, clear fill material (see Excavation, Cutting, and Backfilling) placed and tamped in place to provide the specified spacing, and each subsequent layer placed in the same manner.
 - c. Stagger the joints of the conduits by rows and layers to strengthen the conduit assembly.
 - d. Conduits shall not be placed haphazardly in the trench.
 8. Where conduits pass through footings or foundation walls:
 - a. Conduits roughed in beneath slab shall exit the foundation perpendicular to the building spaced approximately 3" apart. Conduits shall be arranged in a single horizontal row where practical.

- b. Secure approval from the Architect and Structural Engineer prior to penetrating any footing or foundation wall.
 - c. Schedule 40 PVC sleeves shall be cast in the footings or foundation wall for the conduits to pass through.
 - d. Multiple sleeves shall have 3" clearance, vertically and horizontally, between the sleeves unless directed otherwise by the Architect and/or Structural Engineer.
9. Where PVC conduit is installed below grade a PVC to rigid metallic conduit coupling shall be installed in the horizontal run and a rigid galvanized steel conduit elbow installed to turn up to above grade. Where above grade conduits are indicated to be rigid aluminum the elbow turning up to vertical shall be rigid aluminum.
 10. Rigid galvanized conduit shall extend a minimum of 6" above the finished floor level.
 11. In hazardous areas the coupling shall be below grade and a single section of conduit installed up to 18" A.F.F. to accept the required seal fitting.
 12. Wiring shall be extended in rigid threaded conduit to equipment, except that where required, flexible conduit may be used from 6 inches above the floor to the served equipment.
 13. Conduits shall exit concrete slabs vertically.
 - a. Where adequate support cannot be obtained by wiring to reinforcing steel, obtain support with solid iron stakes (which may be driven through membrane) cut off flush with slab after pouring.
 - b. At turn-ups of adjacent runs of exposed conduit, obtain alignment by wiring members to a temporary horizontal member.
 14. Empty or spare conduit stub-ups shall be capped with a threaded cap.
 15. Conduits to be installed under existing paved areas, which are not to be disturbed, and under roads and railroad tracks, shall be installed through a zinc coated, rigid steel, sleeve, jacked into place.
- F. Conduit entries into enclosures, panelboards, and wiring troughs:
1. Layout conduit entries carefully to allow clearances for the number and sizes of conduits, electrical equipment, and future expansion.
 2. In sheet metal equipment use Greenlee Knock-Out punch, or equal, to cut holes for conduit installation. Do not drill holes, or cut holes out with snips or torch.
 3. In cast enclosures and boxes drill conduit openings with correct size drill for tight fit.

3.11. CONDUIT BODIES:

- A. Conduit bodies shall be sized in accordance with NEC 370, and 373.
 1. Conduit bodies for conductor sizes AWG #4 and larger shall be mogul type bodies sized in accordance with NEC 370-28.
 2. Conduit bodies for conductor sizes AWG #6 and smaller shall be sized in accordance with NEC 370-16(c).

3.12. JUNCTION AND PULL BOXES:

- A. Junction and pull boxes shall be sized per NEC to accommodate the installed number and size of conductors and conduits.
- B. Boxes shall be securely fastened in place.
- C. Boxes serving lighting fixtures installed in accessible, suspended ceilings:
 1. Provide number of boxes as required to maintain fixture whips within the 6' maximum length.
 2. Generally attach to underside of structure above, in accessible location, to accommodate a maximum 6' flexible conduit connection to each fixture or fixture run.
 3. Where the structure above is more than 18" above the ceiling the boxes shall be supported within 18 inches of the ceiling with all thread rod and/or strut.
- D. Install galvanized steel utility box plates, by box manufacturer, at exposed conduit fittings or boxes.
- E. **All junction box covers above the ceiling shall be labeled to which circuits or systems they contain.**

3.13. WIRE AND CABLE INSTALLATION:

- A. No conductor shall be smaller than #12 except where so designated on the drawings or specified elsewhere.
- B. Multiwire lighting branch circuits shall be used where indicated.
- C. Wiring devices shall be connected such that each device can be removed without interrupting the neutral or equipment grounding conductors serving other outlets on the same circuit(s).
- D. Joints and splices in wire shall be made with solderless connectors, and covered so that insulation is equal to conductor insulation. Wire nuts shall not be used for conductor #8 and larger.
- E. No splices shall be pulled into conduit.
- F. Both conductors and conduit shall be continuous from outlet to outlet.
- G. No conductor shall be pulled into the conduit until the conduit is cleaned of all foreign matter.
- H. When installing parallel conductors, it is mandatory that all conductors making up the feeder be exactly the same length, the same size, and type of conductor with the same insulation. Each group of conductors making up a phase or neutral must be bonded together at both ends in an approved manner.

3.14. CIRCUITS AND BRANCH CIRCUITS:

- A. Outlets shall be connected to branch circuits as indicated on the drawings by circuit number adjacent to outlet symbols, and no more outlets than are indicated shall be connected to a circuit.

3.15. WIRE JOINTS:

- A. Except for motor circuits, wire joints for #8 and smaller wire shall be made with twist on connectors.
- B. Wire joints and splices for motor circuits, for conductors #6 and larger, and for smaller conductors where other connectors are not rated for the number of conductors involved shall be made with split bolt connectors rated for the applicable conductor size, number of conductors, and conductor material.
 - 1. Properly tape and insulate all joints to attain the same insulation rating as the cable insulation.
 - 2. Splices for #6 through #1 shall have a minimum of two (2) layers of rubber tape covered by a minimum of three (3) layers of electrical tape.
 - 3. Splices for #1/0 and larger conductors shall have a minimum of two (2) layers of electrical filler tape covered by a minimum of three (3) layers of electrical tape.
- C. Splices in control conductors shall be avoided as much as possible. Stranded control conductor up to #12 may be connected or spliced with hand crimped type compression connectors. The connectors shall be of the proper size for the conductors being connected.
- D. Splices and joints made with mechanical/hydraulic type compression connectors:
 - 1. Connections and splices shall be made with connectors rated for the applicable conductor size and conductor material.
 - 2. Dies used shall leave the die number embossed in the connector. The Contractor shall provide the Engineer with the Manufacturer's connector and die chart prior to final inspection.
- E. Taps and splices in auxiliary gutters/troughs shall be made with insulated multi-tap connectors.
- F. Wire joints and splices made below grade shall be made with UL listed waterproof connectors, wire nuts, or splice kits.
- G. All joints and splices shall be made in junction boxes, wiring troughs, or conduit bodies sized per NEC.
- H. All connections to switchboards, panelboards, transformers, generators, ATS, or any other type electrical distribution type equipment shall be compression type fittings. Mechanical fittings will not be accepted in these applications.

3.16. STRUT SYSTEM FOR SUPPORT OF ELECTRICAL EQUIPMENT:

- A. Strut Systems: Strut shall be utilized to rack exposed piping vertically or horizontally on walls and across slabs (where applicable). Strut may be utilized to support piping above ceilings, for support of equipment, and elsewhere as deemed appropriate.
 - 1. Strut in conditioned spaces and above accessible ceilings shall be electro-galvanized.
 - 2. Strut installed outdoors, in mechanical rooms, and in other unconditioned spaces shall be hot-dipped galvanized.
 - 3. Strut installed in waste water treatment facilities, kitchens, dishwashing spaces, and labs shall be stainless steel.
 - 4. Strut fittings and hardware, including anchors, shall be same material as strut.
 - 5. Saw cut strut square, 6" minimum lengths. Strut on continuous runs of pipe shall be same length. File or grind burrs from saw cuts.
 - 6. After installation, electro-galvanized and hot-dipped galvanized strut shall be painted with two coats of zinc primer.

3.17. OUTLET BOX INSTALLATION:

- A. General: The drawings indicate approximate locations only; determine the exact location at the building in view of all structural and architectural conditions. Obtain Architect's verification of final locations.
- B. Outlet boxes shall be sized per NEC to accommodate the installed number and size of conductors, wiring devices, and conduits.
- C. Boxes in Exposed (or Thin-Coat Plastered) Masonry: Where conduit connections permit, employ solid flush-type, square-cornered, masonry boxes with turned-in device holders; otherwise employ typical box with 1-1/2" square-cut tile cover. .
- D. Boxes used with Exposed Conduit: 4" square utility boxes.
- E. Exterior Boxes: Cast-metal boxes, Crouse-Hinds Type FS or FD as appropriate. Make weatherproof with gasketed covers. Equal products by Appleton, Killark, O-Z/Gedney, or approved equal will be accepted.

3.18. WIRING DEVICES:

- A. Install wall devices vertically' unless otherwise noted, so that all devices of any given height will align exactly.
- B. Where boxes are not flush or square with the finished wall surface install wiring devices utilizing a leveler and retainer equal to Caddy #RLC or Steel City #SSF-SR.
- C. Plates shall be plumb and true with all four edges contacting wall surface.
- D. Mount receptacles with grounding terminals down.
- E. Do not install devices until plastering or other type wall covering has been completed; install ahead of painting work, but protect from paint spatter.
- F. Use screw terminal connections only.

3.19. DISCONNECTING MEANS:

- A. Where required by the National Electrical Code and/or other applicable codes or authorities, or where indicated on the electrical plans, the electrical contractor shall furnish and install an approved disconnecting means for all electrically powered equipment and/or controllers for such equipment whether the disconnecting means is or is not shown on the electrical plans.
 - 1. The location, rating, and enclosure for the disconnecting means shall be as required by the National Electrical Code and/or other applicable codes or authorities.
 - 2. Manual motor starters with thermal overload protection may be used in lieu of safety switches for individual motors under 1 horsepower.
 - 3. Motor rated switches may be used for the disconnecting means when supplied of correct voltage, phase, amperage rating, and enclosure type.
 - 4. The disconnecting means shall be as manufactured by General Electric, Square D, Cutler Hammer, or Siemens.

- B. Where the disconnecting means shown on the electrical plans has a rating greater than the required code rating, the greater rating device shall be installed.
- C. An approved horsepower rated fusible safety switch shall be installed where the circuit overcurrent protection does not provide overload protection for the equipment served and where required to meet the equipment's listing requirements.
- D. Motor rated switches may be used as service disconnect switches when supplied with a padlockable, handle locking guard.
- E. Install an engraved phenolic nameplate on the front of each switch enclosure identifying the equipment served by the safety switch and source of power (i.e., panel name and circuit number). Plates shall be white with black lettering. The plates shall be permanently installed with stainless steel screws or stainless steel rivets.
- F. All disconnects installed in public areas or in areas readily accessible to the public shall be lockable and shall be furnished with a brass lock. Provide 10 keys for each lock. All disconnect locks furnished on the project shall be keyed alike.

3.20. PANELBOARDS:

- A. Panelboards shall be installed where shown on the drawings.
- B. Ratings and configurations shall be as scheduled and/or indicated on the drawings.
- C. The Electrical Contractor shall coordinate installation of equipment in Electrical and Electrical/Mechanical spaces with other trades such that Code required clearances and working space around the electrical equipment is maintained.
- D. Conduit termination:
 - 1. In general use panelboards with blank ends, without knockouts.
 - 2. Layout conduit entries carefully to allow clearances for drywall or CMU wall thickness, and to accommodate the number and sizes of home run conduits and specified spare conduits.
 - 3. Use Greenlee Knock-Out punch, or equal, to cut holes in panelboard ends and/or sides for conduit installation. Do not drill holes, or cut holes out with snips or torch.
- E. Phase arrangement in panelboards shall be per the NEC, phase A, B, C from front to back, top to bottom, or left to right as viewed from the front.
- F. Labeling:
 - 1. Each panelboard shall have an engraved phenolic plate permanently installed on the front of the panel with the panel name, current rating, and voltage rating.
 - 2. Plates shall be white with black lettering.
 - 3. Panelboard circuit numbers shall be as indicated on the panelboard schedules.

3.21. IDENTIFICATION AND LABELING:

- A. Feeder Designation:
 - 1. Non-ferrous identifying tags or pressure sensitive labels shall be securely fastened to all cables, feeders, and power circuits in vaults, pull boxes, manholes, switch gear and at termination of cables. Tags or labels shall be stamped or printed to correspond with markings on drawings so that feeder or cable number and phase can be readily identified.
 - 2. Where there is more than one nominal voltage system, each ungrounded system conductor shall be identified by phase and system wherever accessible per NEC. The means of identification shall be permanently posted at each branch-circuit panelboard.
- B. Color Coding of Conductors:
 - 1. The ungrounded (phase) conductors and the grounded (neutral) conductors of each voltage system shall be identified by the following color coding method:
 - a. 120/208 Volts, 3 Phase, 4 Wire:
 - 1) Grounded (neutral) Conductor --- White
 - 2) Ungrounded (phase) Conductors --- Black, Blue, Red
 - 2. Green shall be used for equipment grounding conductors only.
 - 3. The insulation color shall be visible for the entire length of wire.

- C. Panelboard:
 - 1. Each Lighting and Power Panelboard shall contain a typed circuit directory listing all circuit breakers and the load served by each.
 - 1. Panelboard directories shall be typewritten, and shall include adequate descriptions for proper identification of individual circuits. Do not write in or on panelboards.
 - 2. On Distribution panelboards, provide and install an engraved laminated label for each circuit, indicating circuit's number and load served.
 - 3. Each panelboard shall have an engraved phenolic plate permanently installed on the front of the panel with the panel name, current rating, and voltage rating.
 - 4. Where there is more than one nominal voltage system each panelboard shall have an engraved phenolic plate describing the means of identification used to identify each phase, neutral, and grounding conductors of the system served by the panelboard per NEC.
 - 5. Plates shall be white with black lettering.
- G. Junction boxes: Identify circuits enclosed in concealed junction boxes on the cover with permanent marking pen.
 - 1. For power and lighting circuits indicate panelboard of origin and panelboard circuit number(s).
 - 2. For auxiliary systems circuiting indicate the system and zone served.

3.22. CONCRETE:

- A. The Electrical Contractor shall be responsible for placing concrete for electrical equipment pads, lighting standard bases, electrical equipment supports, and at other locations as indicated on the electrical drawings and/or specified herein.
- B. This Contractor shall be responsible for size, location, and orientation of the pads, bases, etc. Any required additions or modifications to concrete due to incorrect size, location, or orientation shall be the responsibility of this contractor.
- C. Concrete shall be cured for a period of not less than seven (7) days prior to setting poles, transformers, switchgear, motor control centers, or other pad mounted equipment.
- D. Forms shall be completely removed after concrete has cured and prior to setting equipment.
- E. A smooth wood float finish shall be given to exposed, unformed concrete.
- F. Honeycombed, or otherwise defective areas of concrete shall be repaired by patching with cement mortar.

3.23. EQUIPMENT TOUCHUP AND PAINTING:

- A. Clean damaged and disturbed areas on all painted surfaces of enclosures, cabinets, and equipment, sand smooth, and apply primer, intermediate, and finish coats of paint to suit the degree of damage at each location. Paint shall be the manufacturer's supplied touch up paint or a matching paint. Prep all surfaces to be painted by removing all rust, dirt, oil, and any other material that might inhibit good paint adhesion by mechanical means and/or with solvents.
- B. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
- C. Repair damage to galvanized finishes with two coats of zinc-rich paint recommended by manufacturer.
 - 1. Paint cut ends.
 - 2. Paint all drilled and punched holes.
 - 3. Paint all knicks and scratches.
 - 4. Paint all field cut conduit threads.
- D. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION

SECTION 16526 – SPORTS FIELD LIGHTING

PART 1 – GENERAL

1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the performance and design standards for new Lighting System for Baseball Field 2 at Orange Beach Sports Complex, Orange Beach, AL. The contractor shall install lighting equipment provided by the owner. Sports lighting fixtures, crossarms, contactor cabinet, ballast boxes, and interior pole wiring harness will be provided by Musco. Coordinate with local Musco representative for equipment list prior to bids and provide all other material not provided in their bill of material. It is the contractor's responsibility to understand what is being provided by the owner and then provide all other material for a complete installation.
- C. The sports lighting will be for the following fields/areas:
 - 1. Baseball Field 2

1.2 LIGHTING PERFORMANCE

- A. Performance Requirements: Playing surfaces shall be lit to an average constant light level and uniformity as specified in the chart below. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Measured average illumination level shall be +/- 10% of predicted mean in accordance with IESNA RP-6-01, and measured at the first 100 hours of operation.

Area of Lighting	Average Constant Light Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Baseball	50/30 footcandles	1.5:1.0	25	20.0' x 20.0'

- 1. Contractor shall work with lighting manufacturer supplying the job as much as needed to properly aim the sports lighters to achieve the proper footcandle average. Light reading shall be performed at night with the Engineer of Record present.
- B. Mounting Heights: To ensure proper aiming angles for reduced glare and to provide better playability, the pole mounting heights from the playing field surface shall be:

Pole Description/s	Mounting Height
A1, A2	60'
B1, B2	79'
C1, C2	79'

1.3 DELIVERY

- A. Equipment On-Site: The contractor will be responsible for accepting delivery of the owner provided equipment and will be responsible for the equipment once in their possession.

PART 2 – PRODUCT

2.1 SPORTS LIGHTING SYSTEM CONSTRUCTION

- A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.
- B. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 grade or better, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the crossarms, pole, or electrical components enclosure.
- C. System Description: Lighting system shall consist of the following:
 - 1. Galvanized crossarm assembly for attachment to new or existing concrete pole structures.
 - 2. All luminaires shall be constructed with a die-cast aluminum housing or external hail shroud to protect the luminaire reflector system.
 - 3. Manufacturer will remote all ballasts and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall be touch-safe and include ballast, capacitor and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure. Integral ballast fixtures will not be accepted.
 - 4. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
 - 5. All luminaires, visors, and crossarm assemblies shall withstand <Wind Speed> mph winds and maintain luminaire aiming alignment
 - 6. Lightning Protection: Contractor shall supply grounding electrodes, copper down conductors and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be not less than 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height
- 3. Safety: All system components shall be UL listed for the appropriate application.
- D. Contractor responsible for relocating the three existing concrete poles the owner has to Baseball Field 2 and installing. Visit site prior to bids to confirm location and proper method of moving poles. Contractor is also responsible for providing one new 105' concrete pole as indicated on drawings.

2.2 STRUCTURAL PARAMETERS

- A. Support Structure Wind Load Strength: Poles and other support structures, brackets, arms, bases, anchorages and foundations shall be determined based on the 2003 edition of the International Building Code, wind speed of this region and maintain luminaire aiming alignment. Foundation design will be based on 2003 International Building Code.
- B. Soil Conditions: The design criteria for these specifications are based on soil design parameters as outlined in the geotechnical report. If a geotechnical report is not provided by the owner, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by Table 1804.2.

It shall be the contractor's responsibility to notify the owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the owner's approval / payment for additional costs associated with:

- a) Providing engineered foundation embedment design by a registered engineer in the State of AL.
- b) Additional materials required to achieve alternate foundation.
- c) Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

- C. Foundation Drawings: Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole. These drawings must be submitted at time of bid to allow for accurate pricing.

PART 3 – EXECUTION

3.1 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-01, Appendix B.
- B. Correcting Non-Conformance: The contractor shall adjust all lights as needed to meet the lighting levels that are required for this facility.

End of Section