



REQUEST FOR PROPOSALS

LCMCD CHILLER UPGRADE

RFP 2024-00

Proposals must be received before:

March 8, 2024

2:00 p.m. Eastern Time

Lee County Mosquito Control District

15191 Homestead Road

Lehigh Acres, FL 33971

Refer Inquiries To:

Angel Monges, Purchasing Manager

Lee County Mosquito Control District

ATTN: Purchasing

(239) 694-2174 x2133

monges@lcmcd.org

Lee County Mosquito Control District

15191 Homestead Road • Lehigh Acres, FL 33971

(236) 694-2174 • Fax (239) 694-5952

www.lcmcd.org

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I. GENERAL

The Lee County Mosquito Control District seeks to enter into an agreement with a qualified Individual, Firm or Corporation (Proposer) with substantial and relevant experience and expertise to replace the Chiller for the District's Administration Building.

II. DEFINITIONS

A. DEFINITIONS

In order to simplify the language throughout this request for proposal, the following definitions shall apply:

Lee County Mosquito Control District – The Lee County Mosquito Control District, an Independent Special District authorized by the Florida State Legislature. When District is used throughout these documents it refers to Lee County Mosquito Control District.

Board of Commissioners – The elected officials of the Lee County Mosquito Control District

Contract – An agreement between the District and the successful Proposer to furnish the goods and services described herein **RFP (LCMCD CHILLER UPGRADE)** – This Request for Proposal

Proposer – Respondents to this Request for Proposal

Firm – the selected Proposer of this Request for Proposal

III. INSTRUCTIONS to PROPOSERS

A. NOTICE

Sealed Proposals must be received on or before **2:00 p.m. ET on Friday, March 8, 2024** at 15191 Homestead Road, Lehigh Acres, FL 33971, after which time all received proposals will be acknowledged. Proposals received after the specified deadline will be returned unopened.

3 printed copies (1 original and 2 duplicate copies) plus 1 digital copy (USB flash drive) of proposals must be provided.

Sealed proposals shall be clearly marked with the RFP number and title and addressed to the Lee County Mosquito Control District – Purchasing Division. Proposals must be delivered to:

15191 Homestead Road
Lehigh Acres, FL 33971

B. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation shall be submitted in writing via email to the following point of contact:

Angel Monges, Purchasing Manager
Purchasing & Inventory Division
Email: monges@lcmcd.org

The deadline for written questions is **Friday, February 23, 2024 2:00 PM EST**. This deadline has been established in order to provide adequate time for District staff to prepare responses to questions from Proposers to the best of their ability in advance of the Pre-Proposal Conference meeting.

Other than by written inquiry to Purchasing Manager Angel Monges, Proposers shall not attempt to

contact Board members, District staff or District Management directly during the pre-proposal period or post-proposal period. The District intends to respond to all appropriate questions or concerns and post those responses; however, the District reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted. All addenda issued prior to the due date and time for responses are incorporated into the RFP and must be acknowledged in the Proposal response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

C. SCHEDULE of IMPORTANT DATES

The District will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

Release RFP :	Tuesday, January 30th @ 10:00am
On site meeting with potential proposers:	Tuesday, February 13th @ 10:00am
Last day of proposer questions:	Friday, February 23rd @ 2:00pm
Last day for addendums/clarifications by design team:	Friday, March 1st @ 5:00pm
Bid closing:	Friday, March 8th @ 2:00pm
Board meeting:	Thursday, March 28th
Signed contract returned to contractor (notice to proceed):	Thursday, March 28th
Mobilization of contractor on site:	Monday, April 2nd

D. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be conducted in the Executive Conference Room at the Administration Building located at 15191 Homestead Road, Lehigh Acres, 33971, beginning at 10:00 AM EST on February 13, 2024. This meeting is not mandatory. Any questions and answers addressed during the conference meeting will be issued in an addendum and publicly posted.

E. FINALIST INTERVIEWS and/or PRESENTATIONS

Proposers reasonably subject to being selected based on the criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee. **Finalists selected for interviews and/or presentations must be available during regular business hours on March 12, 2024** following any presentation and/or interviews, proposals will be ranked in accordance with the scoring matrix below. However, the District, may in its sole discretion, award a contract without presentations or interviews, based solely on information supplied in the proposal responses.

IV. STANDARD TERMS and CONDITIONS

A. ADDENDA

Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be submitted on or before the deadline for such questions and inquiries. Any responses will be in the form an addendum. All addenda shall become part of the contract documents. Proposers should submit all communications to the Purchasing Manager at Monges@lcmcd.org.

B. COMPLIANCE WITH LAWS

The selected Proposer (Firm) shall comply with all federal, state, and local laws, rules, codes, ordinances and licensing requirements that are applicable to the conduct of its business or the business of the District. Such compliance shall include, without limitation, compliance with the Immigration and Nationality Act, the American with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any applicable laws, roles, codes, ordinances or licensing requirements will be grounds for contract termination.

C. CONE OF SILENCE

Upon issuance of the solicitation, prospective Proposers or any agent, representative or person acting at the request of the Proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner on the District's Board of Commissioners, RFP evaluation review committee member, agent or employee of the District, other than the person designated herein. This prohibition begins with the issuance of the solicitation and ends upon the execution of a final contract or when the solicitation has been cancelled. If it is determined that improper communications were conducted, the Proposal may be disqualified.

D. CONFIDENTIALITY

Proposers should be aware that all proposals provided are subject to public disclosure after the contract is awarded and will not be afforded confidentiality, unless there is a lawful exemption provided by Florida Statutes. If any information is submitted with a proposal that is deemed "confidential" or "proprietary" the Proposer must stamp those pages of the proposal that are considered confidential or proprietary. The Proposer must provide documentation as to validate why the stamped documents should be declared confidential and exempt from disclosure in accordance with Florida Public Records Laws, as detailed in Florida Statutes, including a citation to each particular section of Florida Statutes allegedly supportive of the exemption..

E. DISQUALIFICATION OF PROPOSALS

The opportunity to supply goods and services to the District or to otherwise contract with the District is a privilege, not a right. Individuals or firms involved in certain crimes should be denied the privilege of transacting business with the District and the opportunity of obtaining economic benefit through the transaction of business with the District (F.S. 287.132-287.134). Therefore:

1. Any person or affiliate who has been placed on the convicted vendor list following a public entity crime may not submit a bid, Request for Proposals, or reply on a contract to provide any goods or services to the District for a period of 36 months following the date of being placed on the convicted vendor list.

2. The District may not accept any bid, request for proposal, or reply from, award any contract to, or transact any business with a person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was on the convicted vendor list.
3. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, request of proposal, or reply on a contract to provide goods or services to the District.
4. The District may not accept any bid, request for proposal, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date the entity or affiliate was placed on the discriminatory vendor list.

F. DISCLOSURE

At the due date and time there will be no disclosure of contents of any Proposal to competing Proposers, and all Proposals will be kept confidential during the proposal period. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award.

G. MANAGEMENT

Should there be a change in Proposer's management after the due date and time, but before a contract is awarded, Proposers must notify the District immediately. This may result in further evaluation. Should a change in management occur after the contract is awarded, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract. Any resulting contract is nontransferable by either party.

H. PRIORITY of DOCUMENTS

In the event there are inconsistencies between the RFP terms and conditions, scope of work or Agreement terms and conditions contained herein, the most restrictive terms and conditions requiring the greatest obligation to the Proposer and greatest benefit to the District will take precedence.

I. RECEIPT of PROPOSALS

Proposal(s) must be received by the District prior to the time and date specified. The mere fact that the Proposal was dispatched will not be considered; the Firm must ensure that the Proposal is actually delivered. The time proposals are received shall be determined by the time clock stamp in the Purchasing Department.

J. REIMBURSEMENTS

There is no express or implied obligation for the District to reimburse responding Proposers for any expenses incurred in preparing Proposals in response to this request and the District will not reimburse firms for these expenses, nor will the District pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

K. REPRESENTATIONS and RESPONSIBILITIES

By submitting a proposal in response to this RFP, Proposer represents that it has carefully read and understands all elements of this RFP; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

By submitting a proposal in response to this RFP, the Proposer represents that it has relied not only upon any technical details in place or under consideration for implementation by the District, but it

also has supplemented this information through its own due diligence research, and that the Proposer sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or other details shall in no way relieve any Proposer from any obligations with respect to its proposal or to the contract.

L. STANDARD FORM of AGREEMENT

The District's Standard Form of Agreement is attached as Exhibit A. The successful Firm will be required to execute this Agreement. All Proposers shall be required to thoroughly read and understand the terms, condition and provisions in this Agreement. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to Board. Any exceptions taken to the District's Standard Form of Agreement must be indicated in your Response. Failure to note any exceptions will be acknowledgement that you accept the terms and conditions without modifications.

M. TERM of AGREEMENT

The agreement shall become on the date of the award, and all goods and services proposed to be provided under the agreement shall be provided within the time periods detailed in the contract attached as Exhibit A, at the fixed prices detailed in the Firm's RFP response.

N. VENUE

Any contract awarded as a result of this RFP shall be governed by and construed in accordance with the laws of the State of Florida, and is fully performable in Lee County, Florida, and venue for any action related to this contract will be Lee County, Florida.

O. WITHDRAWAL of PROPOSALS

A proposal may be modified or withdrawn by the Proposer any time prior to the time and date set for the receipt of proposals in accordance with the following guidelines.

1. Proposer shall notify the District in writing of its intention to withdraw a previously submitted proposal.
2. Proposals withdrawn and modified must be resubmitted to the District no later than the time and date set for the receipt of proposals.
3. No proposal can be withdrawn after the time set for the receipt of proposals and for a minimum of ninety (90) days thereafter.

V. BACKGROUND and CURRENT CIRCUMSTANCES

A. LEE COUNTY MOSQUITO CONTROL DISTRICT

The Lee County Mosquito Control District was established in 1958 by an act of the Florida Legislature as an independent district that operates under the regulatory authority of the Department of Agriculture and Consumer Services and Chapter 388, Florida Statutes. The Lee County Mosquito Control District has been providing uninterrupted mosquito control services to the citizens of Lee County for over sixty years. During those years the District has remained at the forefront of mosquito control, helping to develop control technologies that are effective and sensitive to Florida's unique natural habitats and wildlife.

B. CURRENT CIRCUMSTANCES

LCMCD currently has an old chiller. The new Chiller won't fit in its place. The work entails demolition of the existing canopy, prepping the area for the new chiller slab, pouring the new chiller slab, pouring the thrust blocks to support anchor points for the new chiller piping, and adding gravel around the chiller slab.

VI. SCOPE of WORK

Below is a summary of what is needed for the chiller project (and estimated times for completion); full plans and specifications are attached as Exhibit B.

1. Mobilization on site (7 days)
2. Demolition of existing canopy (3 days)
3. Demolition of pavement for new underground utilities (3 days)
4. Laying new underground utilities (14 days)
5. Site excavation for new chiller concrete pad (3 days)
6. Forming and pouring new chiller concrete pad (3 days)
7. Pouring thrust blocks for piping (1 day)
8. Installing new piping for new connection points around chiller (14 days)
9. Installing new chiller

NOTE: Tasks 1 – 8 to be completed prior to the arrival of the new chiller on site. Chiller on site delivery date anticipated to be April 29, 2024.

VII. SUBMISSION REQUIREMENTS

The District will not accept oral proposals or proposals received by telephone or FAX machine. Proposals must be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet all requirements and specifications of this RFP. Emphasis should be focused on completeness, clarity of content and responsiveness to all requirements and specifications of this RFP.

The proposal must be submitted in hard copy. Proposer shall submit 1 original and 2 copies of the entire proposal, plus 1 digital copy (on USB flash drive).

The District requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents shall follow the described format. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain Proposers with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review.

TAB A FIRM BACKGROUND

1. Briefly introduce your Firm including the number of years in business.
2. Provide a summary of the administration, organization and staffing of your Firm, including multiple offices, if applicable.

TAB B METHODOLOGY and TECHNICAL APPROACH

1. Provide a narrative description of the Firm's plan to accomplish the work and services to be provided to the District.
2. Clearly acknowledge your understanding of the scope of work, including a detailed approach to completing this project in a phase by phase fashion, including the time frame expected to complete each phase and staff assignments for each phase of the project.
3. Provide suggestions and ideas for completing this project in an efficient, effective and innovative manner.
4. Clearly identify materials and knowledge resources that the Firm will need from the District to complete this project.
5. Identify progress reports that will be made available during the process and key decision points.
6. Clearly distinguish the Firms' duties and responsibilities and those of the District. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

TAB C COST PROPOSAL

1. Provide a detailed cost proposal broken down by task or phase. The District may elect to complete any combination of tasks or phases. Indicate any cost savings available by completing one or more or any combination of tasks or phases.
2. Travel and other reimbursable fees must be estimated and submitted separately from professional fees.
3. The actual contract amount will be negotiated after the Firm has been selected and the scope of work finalized.

TAB D COMMENTS/CHANGE REQUESTS to STANDARD FORM of AGREEMENT

A copy of the District's Standard Form of Agreement is attached to the RFP. Please provide any comments or change requests to the Agreement with the proposal submittal. Failure to submit requested changes will affirm that the Firm willing to execute the Agreement without modification.

TAB F CERTIFICATION and ACKNOWLEDGEMENT PAGE**VIII. EVALUATION and SELECTION PROCESS**

The District has attempted to provide a comprehensive statement of requirements through this RFP for the engagement. Written proposals must present Proposer's qualifications and understanding of the work to be performed. Proposers are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the District may properly evaluate capabilities to provide the requested services.

The District has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The District will evaluate each Proposer's responses to the requirements contained in this RFP.

Clarity and Quality of Proposal

Pass/Fail

Firms must provide comprehensive responses to every section within this RFP in the described format. It is not the intent of the District to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your Proposal being disqualified from further review and consideration.

Firm Background

20 points

Methodology and Technical Approach

30 points

Cost Proposal

40 points

Comments/Change Requests to Proposal

10 points

TOTAL POINTS AVAILABLE

100 POINTS

Initial evaluations will be conducted based on the Proposal(s) submitted. Presentations and/or interviews may be requested of one or more Proposers. Following any presentation and/or interviews, proposals will be ranked pursuant to the scoring matrix above and a written recommendation, with the highest evaluated score being remanded number one. The Board of Commissioners are the final approving authority for the contract.

By submission of a proposal, Proposer acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFP. Further, Firms acknowledge that subjective judgements must be made by the District during this process.

The District makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all proposals received as a result of this RFP.
- Waive or decline to waive any informality and any irregularities in any proposal or responses received.
- Negotiate changes in the Scope of Work or services to be provided.
- Withhold the award of contract(s).
- Select Proposer(s) it deems to be most qualified to fulfill the needs of the District. Proposer(s) with the lowest priced proposal(s) will not necessarily be selected, since a number of criteria other than price are important in the determination of the most acceptable proposal(s).
- Terminate the RFP process.

IX. CERTIFICATION and ACKNOWLEDGEMENT

The undersigned, as an authorized agent of the proposer, hereby certifies (initial each statement):

- () The Proposer is in receipt of _____ addenda.
- () The Proposer is familiar with all instructions, terms and conditions, and specifications stated in this RFP, including the following:
 - () The proposer understands there is a pre-proposal conference scheduled on **February 13, 2024 beginning at 10:00 AM EST** at the Lee County Mosquito Control District Administration Building. Attendance is not mandatory; however, it is highly encouraged.
 - () The Proposer will be available for interviews, if selected for interview by District, during the morning of **March 12, 2024**. Interviews expected to be one (1) hour.
 - () The Proposer has reviewed the District's Standard Form of Agreement released with this RFP (Exhibit A), which Agreement will form the basis of any contract for the performance of the work. **Any request for modifications are included in the proposal by way of response included in TAB D.**
- () The Proposer is qualified to perform the work and services outlined in this RFP.
- () The Proposer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this agreement and they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.
- () The Proposer represents and warrants that he is not currently on the Convicted Vendor List or on the Discriminatory Vendor List, nor are they under investigation for violation of the same.
- () The Proposal has been arrived at independently and submitted without collusion with any other Proposer, District staff or District contractor, and the contents of the Proposal have not been communicated by the Proposer or, to the Proposer's best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the Proposer, and will not be communicated to any person prior to the District's final action on this RFP by the District. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a proposal for the work.
- () The offers, terms and conditions of the proposal will remain valid and effective and may be relied upon by the District for a period of ninety (90) days following the Proposal closing date and time as identified in this RFP or addenda.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____

P.O. Box or Street	City	State	Zip
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Order Address: _____

P.O. Box or Street	City	State	Zip
--------------------	------	-------	-----

Remit Address: _____

P.O. Box or Street	City	State	Zip
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Federal Tax ID No.: _____

DUNS No.: _____ Date: _____

EXHIBIT A
STANDARD FORM OF AGREEMENT

See Document A101-2017

EXHIBIT B
PLANS AND SPECIFICATIONS

See Document Project Plans and Daiken Chiller Specifications

EXHIBIT C
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

See Document A201-2017

AIA[®] Document A101[®] – 2017

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

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

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

Lee County Mosquito Control District
15191 Homestead Road
Lehigh Acres, FL 33971

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

« »« »
« »
« »
« »

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

Chiller Replacement Project
« »
« »

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

ADG Architecture, llc3820 Colonial Blvd
Suite 100
Fort Myers, FL 33966
« »
« »
« »

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

☐ [] A date set forth in a notice to proceed issued by the Owner.

☐ [] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

☐ []

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

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

§ 3.3 Substantial Completion

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

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

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

[«X »] By the following date: «05/31/2024 »

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

Portion of Work	Substantial Completion Date
Site Preparation	04/29/2024
Chiller installation	05/31/2024

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« »

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «10th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «24th » day of the «same » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «14 » («fourteen ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

« »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

<< >>

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

<< >>

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

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

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

§ 5.2 Final Payment

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

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

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

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§ 5.3 Interest

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

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

Interest shall be based on the rate established in FS 715.12(5)(a)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect, ADG Architecture, llc, 3820 Colonial Blvd, Suite 100, Fort Myers FL 33966, will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

« »

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

« »Angel Monges, Jr.
« »Purchasing Manager
« »15191 Homestead Road
« »Lehigh Acres, FL 33971
« »239-694-2774
« »monges@lcmcd.org

§ 8.3 The Contractor’s representative:

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

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

§ 8.5 Insurance and Bonds

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

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

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

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

« »

§ 8.7 Other provisions:

8.7a Public Access to Records - The District may unilaterally cancel the Contract for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from § 24(a) of Article I of the State Constitution or a Florida statutory exemption to which Contractor can accurately cite.

Unless specifically exempted by Florida law, in whole or in part, Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, which requires a contractor, as defined therein, to comply with public records laws, and specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

LCMCD Angel Monges
15191 Homestead Road
Lehigh Acres, FL 33971
239.694-2174
monges@lcmcd.org

8.7b Taxes - The District does not pay Federal Excise and State Taxes on direct purchases of tangible personal property. This exemption does not apply to tangible personal property purchased by Contractor's for their use in the performance of this Contract. Nothing herein shall affect the Contractor's normal tax liability. The District reserves the right, at the District's sole option, to issue direct purchase orders for applicable supplies and equipment to be utilized in this project. Should the District choose to make direct purchases so as to save the sales tax, the District will make a deductive change order to this Contract.

8.7c Compliance with Laws - The Contractor agrees to comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the District, must verify eligibility for employment as required by IRCA.

8.7d Florida Forest Products - The Contractor shall use lumber, timber, and other forest products produced and manufactured in Florida if such products are available and their price, fitness and quality are equal.

8.7e E-Verify - In compliance with Section 448.095, Florida Statutes, Contractor and any of its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- (a) Contractor shall require each of its sub-contractors to provide Contractor with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. Contractor shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- (b) The District, Contractor, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section shall terminate the contract with the person or entity.
- (c) The District, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor, and Contractor shall immediately terminate the contract with the sub-contractor.

(d) A contract terminated under the provisions of this section is not a breach of

contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statutes, Contractor acknowledges that upon termination of this Agreement by the District for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the District as a result of termination of any contract for a violation of this section.

- (e) Subcontracts. Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

8.7f - Equal Employment Opportunity

- (a) During the performance of this Contract, the Contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin (7 See 2 C.F.R. Part 200, Appendix II, § C. Contract Provisions Guide 11). Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to

Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8.7g Clean Air Act and Federal Water Pollution Control Act

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the District, and understands and agrees that the District, will, in turn, report each violation as required to 40 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act. 41 33 U.S.C. §§ 1251-1387, as amended. 42 2 C.F.R. Part 200, Appendix II, § G. Contract Provisions Guide 20 assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(b) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the District, and understands and agrees that the District, will, in turn, report each violation as required to assure notification to the Florida Department of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8.7h Contract Work Hours and Safety Standards Act

(a) Contractor must comply with the Contract Work Hours and Safety Standards Act, as follows:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the

basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The District, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other 37 2 C.F.R. Part 200, Appendix II, § E. 38 29 C.F.R. § 5.5(b)(1), (4). Contract Provisions Guide 18 federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8.7i Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

8.7j Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the District. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the District, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.7k Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 56 Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323. 57 See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323). 58 See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247. 59 40 C.F.R. Part 247. 60 42 U.S.C. § 6962; 2 C.F.R. § 200.323. Contract Provisions Guide 26 Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8.7l Domestic Preference

(a) As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

(b) For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application

of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.7m Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) as used in this clause

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

8.7n Disqualification to Contract. The Contractor hereby represents and warrants that it has not been placed on the convicted vendor list or on the discriminatory vendor list for a period of 36 months prior to entering into this Contract, and is thus eligible under §§ 287.133 and 287.134, Fla. Stat., to enter into this Contract.

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 12:53:49 ET on 01/09/2024 under Order No.2114496933 which expires on 12/21/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1164725614)

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

« »

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

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

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

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

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

« »

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

OWNER (Signature)

<< >><< >>

(Printed name and title)

CONTRACTOR (Signature)

<< >><< >>

(Printed name and title)

AIA® Document A101® – 2017

Exhibit A

Insurance and Bonds

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

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

Chiller Replacement Project

THE OWNER:
(Name, legal status and address)

Lee County Mosquito Control District
15191 Homestead Road
Lehigh Acres, FL 33971

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

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

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.3 Required Property Insurance

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

writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

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

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

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

[☐] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

- [« »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

- [« »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

- [« »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

- [« »] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

- [« »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

- [« »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

- [« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

« »

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

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

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

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \$1 million (\$ 1,000,000) each occurrence, \$2 million (\$ 2,000,000) general aggregate, and \$2 million (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

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

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

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

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

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than **\$1 million (\$ 1,000,000)** per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than **\$1 million (\$ 1,000,000)** each accident, **\$1 million (\$ 1,000,000)** each employee, and **\$1 million (\$ 1,000,000)** policy limit.

§

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than \$1 million (\$1,000,000) per claim and \$1 million (\$1,000,000) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

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

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

« »

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

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

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

« »

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

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

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

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

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

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

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

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

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

« »



MANUFACTURERS REPRESENTATIVE
WITH LOCAL PARTS AND SERVICE

PROPOSAL

OMNIA
PARTNERS

DATE: 05-09-2023
PROPOSAL TO: Lee Co Mosquito Control District
SUBJECT: Chiller replacement

Certified Proposal Number: R200401-FL-273391
Collier County OMNIA Membership
ID: 1136566 Proposal Is in Accordance with Region 4 ESC Contract # R200401

PROPOSAL TERMS

We are pleased to offer the following equipment, F.O.B. jobsite, net 30 days, terms subject to credit approval and the following:

- Pricing valid for **thirty (30)** days from date of proposal
- **Sales tax is not included in the pricing**



AIR-COOLED SCROLL CHILLER

(1) DAIKIN APPLIED MODEL **AGZ-110E** AIR COOLED SCROLL DUAL REFRIGERANT CIRCUIT CHILLER, complete with:

- Tagged:CH-1
- Model No. AGZ-110E

Performance

- Rated capacity: 111.6 Tons
- Full operating range efficiency: 15.87 IPLV EER at AHRI condition of service
- Performance ratio in accordance with AHRI standard 550/590
- Entering water temperature: 54 °F
- Leaving water temperature: 44 °F
- Flow: 267 GPM

General

- Meets or exceeds ASHRAE 90.1 (2016) requirements
- Manufactured in accordance with applicable standards/codes of AHRI 550/590, ANSI/ASHRAE 15, ANSI/NEMA MG-1, ASHRAE 90.1 and ASME Section VIII
- Manufacturer is ISO registered
- Factory run tested for functionality
- Suitable for constant volume or variable volume water flow application

USGBC LEED Point Contributions

- Energy and atmosphere credit 1
 - Optimized energy efficiency
- Energy and atmosphere credit 4
 - Enhanced refrigerant management

Unit Casing Construction

- Unit casing, control enclosure, panels, fan deck, structural members and structural components and base rails fabricated of G-90 galvanized steel conforming to standard ASTM A525 and finished with beige urethane paint conforming to ASTM 117-90 1000 Hour Salt Spray Test

Sound Performance

- Unit sound performance measured in "A" weighted sound pressure level in accordance with AHRI

5840 Halifax Ave • Ft. Myers, FL 33912 • Phone 239.939.5553

Air Conditioning • Heating • Ventilating • Fax 239.939.5549

Standard 370 is 67 dBA 30 feet from the side of the unit at 100% load

Compressor / Condenser Section

- HFC-410a refrigerant and synthetic (ester) oil
- Multiple hermetic, scroll type compressors with crankcase oil heater and suction strainer
- Each refrigerant circuit includes scroll compressors with shutoff valve, **electronic expansion valve**, replaceable core filter drier, solenoid valve, sight glass with moisture indicator, charging Schrader valve, 450 PSIG pressure relief valve, copper refrigerant piping, and **insulated suction line with 0.75" thick closed cell type insulation**
- Discharge and liquid line service valves per refrigerant circuit
- Coils shall be all aluminum alloy 9153 microchannel design and shall have a series of flat tubes containing multiple, parallel flow microchannels layered between the refrigerant manifolds.
- Coils shall consist of a two-pass arrangement
- Each condenser coil shall be factory leak tested with high-pressure air under water
- Totally enclosed air over (TEAO) direct drive, 208V/3Ø, 1,150 rpm condenser fan motors each with rain shield, Class "F" insulation, permanently lubricated ball bearings, inherent motor overload protection, steel corrosion inhibited fan shaft, aluminum fan blades, and PVC coated discharge fan guard
- *Suction refrigerant line isolation valve for compressor service isolation*
- *Unit provided with high ambient operation up to 125° ambient with ventilated control enclosure*
- ***The condenser coils and coil frames are submerged and electrically charged with baked epoxy coating providing 10000 Hour Salt Spray Resistance capability in accordance with ASTM B117-90 Standard. The epoxy coated coils also receive a UV-resistant urethane top coat.***
- ***Provided with condenser coil Grilles only***

Evaporator Section

- Direct expansion type brazed plate and frame heat exchanger with 304 stainless steel plates
- Two (2) refrigerant circuits
- 115V evaporator heater and thermostat with elements in both vessel heads for freeze protection to 0°F (internally wired), **victaulic piping connections**
- ***Two layers (total 1.5" thick) of evaporator insulation***
- ***Strainer***
- ***Flow Sensor***

Unit Controller

- **Microprocessor (MicroTech III™)** unit controllers to stage the unit based on leaving water temperature to include LCD type display (operator interface) with a minimum of 4-line by 20 characters in English with six (6) key menu
- **Microprocessor equipment protective functions shall include:**
High discharge pressure, loss of refrigerant, loss of water flow, freeze protection, low refrigerant pressure
- **Microprocessor operator controls shall include:**
Auto/stop switch, chilled water setpoint adjustment, anti-cycle timer, digital display with water temperature and setpoint, operating temperatures and pressures, diagnostic messages, remote chilled water temperature reset and demand limit capability by an external 4-20 mA signal
- **Microprocessor capability:**
Soft-load function, non-volatile program memory allowing auto restart after power failure, recording of safety shutdowns including date and time stamp, system temperatures and pressures, records a minimum of six previous occurrences kept in a revolving memory, start-to-start and stop-to-start cycle timers to provide minimum compressor off-time with maximum motor protection, lead-lag compressor staging for part-load operation by manual selection or automatically by circuit run hours, discharge pressure control through intelligent cycling of condenser fans to maximize efficiency, pro-active compressor unloading when selected operating parameters exceed design settings, such as high discharge pressure or low evaporator pressure, diagnostic monitoring of unit operation, providing a pre-alarm signal in advance of a potential shutdown allowing time for corrective action
- **Open Choice BAS communication module**
- *Factory installed BAS standard protocol BACnet™ with MS / TP communication board*

Electrical Power and Control Enclosures

- **NEMA Type 3R** weatherproof control and power enclosures to contain microprocessor controller unit controls, 3Ø field power connection point, **circuit breaker for each electrical circuit serving each compressor**, operating and safety controls, microprocessor compressor controllers, control terminal interlocks, circuit breaker protected condenser fan motors, condenser fan motor contactors, **fused control circuit transformer (460V/3Ø-120V/1Ø)**, power terminal blocks, inherent fan motor overload protection, and low ambient head pressure control to 32°F ambient
- *Factory mounted and wired 5k AIC molded case disconnect switch with through the door lockable handle and circuit protection*

Compressor Starters

- **Across the line starters for each compressor housed in NEMA Type 3R enclosure**
- **460V/3Ø NEMA 3R starter enclosure provided with 10kA SCCR (Short Circuit Current Rating)**

Factory Pump Package

- **Dual Pumps with Starters Across the line starters**
- **Expansion Tank**

Electrical Requirements

- **Single point 460V/3Ø electrical service**
 - MCA is 245 amps
 - Maximum (MOCP) field fuse is 250 amps

Physical Data

- Unit dimensions 192" L x 88" W x 99" H
- Unit shipping weight 6741 pounds
- Unit operating weight 6832 pounds
- Operating limits:
 - Maximum non-operating ambient temperature 130°F
 - Maximum operating ambient temperature 105°F
 - Minimum operating ambient temperature 35°F
 - Leaving chilled water temperature 40-60°F (20-39°F with glycol)
 - Operating chilled water ΔT 6-18°F
 - Maximum evaporator operating inlet fluid temperature 76°F
 - Maximum evaporator non-operating inlet fluid temperature 100°F
- Chiller must be installed, operated and maintained in accordance with Daikin installation operation and maintenance manual
- **Rubber in shear isolators**

Certifications

- ETL listed and labeled
- ASHRAE 90.1 2010 and 2013
- In accordance with AHRI 550/590
- BACnet International™
- LonMark 3.4™
- Modbus™

Equipment Start-up and Field Services

- Equipment start-up (1 day)

Equipment Warranty

- **Manufacturer's first (1st) year parts, labor and Refrigerant warranty from date of equipment start-up not to exceed eighteen (18) months from date of shipment, whichever occurs first**
- **Manufacturer's second (2nd) through tenth (10th) year Entire unit Parts Labor and Refrigerant warranty from date of equipment start-up not to exceed one-hundred and twenty-six (126) months from date of shipment, whichever occurs first**

NOT INCLUDED:

Installation, certified performance test, certified sound test, power or control wiring, piping, valves, rigging, or unloading.

DRAWING INDEX - ARCHITECTURAL									
--	COVER SHEET	● ●							
6001	GENERAL NOTES & ABBREVIATIONS	● ●							
D101	DISMOLITION PLAN	● ●							
A101	CHILLER PAD PLAN & SECTION	● ●							
A601	SPECIFICATIONS	● ●							
A603	SPECIFICATIONS	● ●							
DRAWING INDEX - MECHANICAL									
M001	MECHANICAL GENERAL NOTES	● ●							
M403	HVAC CONTROLS	● ●							
M100	CHILLER PLAN	● ●							
DRAWING INDEX - ELECTRICAL									
E001	ELECTRICAL GENERAL NOTES	● ●							
E100	LIGHTING PLAN	● ●							
E101	PANELS & SYSTEMS PLAN	● ●							

DAKIN AS210E CHILLER OPERATING HEIGHT IS SPECIFIED AT 6.832' OVER A SURFACE AREA OF 117.3 SQ. FT. WITH AN AVERAGE HEIGHT PER SQUARE FOOT OF 58.25".



NOTE : THIS LIST MAY NOT BE ALL INCLUSIVE.

1 DRINKING FOUNTAIN SPOUT LOCATION
SCALE: 1/4" = 1'-0"

2 LAVATORY HEIGHT
SCALE: 1/4" = 1'-0"

3 MIRROR HEIGHT
SCALE: 1/4" = 1'-0"

4 DISPENSER HEIGHT
SCALE: 1/4" = 1'-0"

5 HEIGHT AND DEPTH OF URINALS
SCALE: 1/4" = 1'-0"

6 URINAL FLUSH CONTROLS
SCALE: 1/4" = 1'-0"

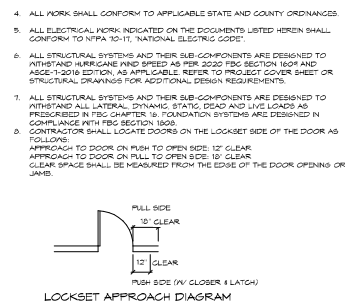
7 DISPENSER OUTLET LOCATION AT WATER CLOSETS
SCALE: 1/4" = 1'-0"

8 WATER CLOSET LOCATION
SCALE: 1/4" = 1'-0"

9 SIDE WALL GRAB BAR AT WATER CLOSETS
SCALE: 1/4" = 1'-0"

10 REAR WALL GRAB BAR AT WATER CLOSETS
SCALE: 1/4" = 1'-0"

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE COMMENCING WORK.
2. CONTRACTOR SHALL FURNISH ALL ADDITIONAL DATA AND DOCUMENTATION TO SECURE ALL REQUIRED PERMITS AND SHALL COORDINATE THIS DATA WITH THE CONSTRUCTION DOCUMENTS HEREIN REQUIRED.
3. AS A MINIMUM, ALL WORK INDICATED ON THE DOCUMENTS LISTED HEREIN SHALL CONFORM TO THE FOLLOWING ADOPTED CODES & REFERENCED BUILDING STANDARDS:
 - a. 2020 FLORIDA BUILDING CODE - SEVENTH EDITION.
 - b. 2020 FLORIDA BUILDING CODE - MECHANICAL - SEVENTH EDITION.
 - c. 2020 FLORIDA BUILDING CODE - PLUMBING - SEVENTH EDITION.
 - d. 2020 FLORIDA BUILDING CODE - MECHANICAL - SEVENTH EDITION.
 - e. 2020 FLORIDA BUILDING CODE - ELECTRICAL - SEVENTH EDITION.
 - f. 2020 FLORIDA BUILDING CODE - ACCESSIBILITY - SEVENTH EDITION.
 - g. 2020 FLORIDA BUILDING CODE - CONSERVATION - SEVENTH EDITION.
 - h. 2020 FLORIDA FIRE PREVENTION CODE - 7TH EDITION.



	- CONCRETE
	- CONCRETE MASONRY UNIT
	- BRICK
	- STUCCO / CONCRETE
	- METAL (LARGE SCALE)
	- RIGID INSULATION
	- FINISHED WOOD
	- ROUGH WOOD (CONTINUOUS)
	- WOOD BLOCKS - SHIMS (NOT CONTINUOUS)
	- LOOSE OR BATT INSULATION (GUTTER/RAIL OR FIRE BATING NOTE - JOB SPECIFIC)
	- PLYWOOD (LARGE SCALE)

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2. PROVIDE AND INSTALL ALL NECESSARY SUPPORT, BRACING, ANCHORS AND BRACKETS FOR ELECTRIC LIGHT FIXTURES, MECHANICAL EQUIPMENT, FLEX DUCTS, DUCTWORK, THRESHOLDS, SINKS, COUNTERS, COATERS AND URINALS. 3. PROVIDE SURFACES OR AREAS NOT CLEARLY DEFINED OR INDICATED BY FINISH SCHEDULE SHALL BE OF BAKE MATERIAL AND FINISH AS SURFACES OR AREAS OF FINISH SCHEDULE. 4. FINISHES SHOWN IN SCHEDULE TO EXTEND OVER, UNDER AND BEHIND CABINETS, COUNTERTOPS, FURNISHINGS, GASKET AND TACKS, BACKS, RACKS, AND PARTS APPROXIMATELY 1" - 2" WALLS BEHIND BACK TO BE FILLED AND FINISHED. 5. WALL FINISHES SHALL INCLUDE ALL PROJECTIONS, RECESSES, COLUMNS, ENCLOSURES AND BUILT-UP PARTS. 6. CEILING FINISHES SHALL INCLUDE ALL PROJECTIONS, BEAMS, BOND ENCLASURES AND BUILT-UPS. 7. DOORS AND WINDOW FRAMES, LOVERS, ROLLS, VENTILATORS AND PANS SHALL BE SET IN FINISH OR PREFINISH. ALL SUCH ASSEMBLIES TO BE FLASHED, PATENTPROOFED AND CALKED. 8. SET STRUCTURAL, RAFTERS FOR LOCATIONS OF ALL VERTICAL MASONRY WALL FINISHES. 9. FIELD GASKET, DRUGS AND/OR FINISH DIMENSIONS FOR AGGREGATE FITTING OF EQUIPMENT, CABINETS, COUNTERTOPS, FIXTURES AND ACCESSORIES BEFORE FLOORING. FLOORING TO BE SET AFTER ALL FINISHES, STRIPS, PARTS, BASES OR TRIM TO COMPLETE AND FINISH INSTALLATIONS. 10. CONSULT PLUMBERS, ELECTRICAL AND MECHANICAL DRAWINGS FOR LOCATIONS AND DIMENSIONS OF ALL FINISHES, PARTS, BASES, VALVES, COUNTERS, SINKS, REGISTERS, PANELS, VALVE CABINETS, DRINKING FOUNTAINS, ETC. 11. ALL FINISHES, OUTLETS, THERMOSTATS, GLOCKS, SPEAKERS, FLAME POLE HOLDERS, ETC. SHALL BE SET IN FINISH OR PREFINISH. ALL SUCH ASSEMBLIES TO BE FLASHED, PATENTPROOFED AND CALKED. 12. PROVIDE AND INSTALL ALL NECESSARY HARDWARE, BRACKETS, FRAMES, ANCHORS, NUTS, BOLTS, TURNING OR OTHER SUPPLEMENTARY ITEMS NEEDED FOR COMPLETE INSTALLATION OF EQUIPMENT, CABINETS, FIXTURES, ACCESSORIES, PLUMBING CASES, BENCHES, COUNTERTOPS AND URINALS. 13. WHERE MASONRY OCCURS ABOVE INTERIOR OPENINGS, FINISH MASONRY WALL REINFORCEMENT IN TWO JOINTS ABOVE OPENINGS EXTENDING REINFORCEMENT A MINIMUM OF 12" ABOVE TOP OF OPENING. WHERE POSSIBLE LUTELS ABOVE RECESSED DOORS TO EXTEND FULL WIDTH OF RECESSED DOORS. 14. PROVIDE AND INSTALL FLOORING OVER STAIRS OR THRESHOLDS CENTERED UNDER DOORS FINISH POSSIBLE MATERIAL STRIP BETWEEN CARPET RECESSED DOORS. FINISHES SHALL BE SET WITH GROUT / QUARRY TILE AND OTHER FINISHES, UNLESS NOTED OTHERWISE. 15. GELING PATTERNS FOR LAMINATE SYSTEMS SHALL START AT CENTER OF ROOM IN BOTH DIRECTIONS. FINISHES SHALL BE SET WITH GROUT / QUARRY TILE AND OTHER FINISHES, UNLESS NOTED OTHERWISE. 16. DIMENSIONS ARE TO FACE OF MASONRY AND FACE OF STUDS, UNLESS NOTED OTHERWISE. 17. ALL HORIZONTAL SURFACES, CEILING, AND ADJACENT BUILDINGS (VERTICAL AND HORIZONTAL) SHALL HAVE A PLATE FINISHED PARTS UNLESS OTHERWISE NOTED ON INTERIOR FINISHES. 18. PROVIDE AND INSTALL RESISTANT (GARBAGE) IN 12" AREAS SUCH AS TOILET ROOMS / SHOWER ROOMS AND BEHIND BASE CABINETS AND OTHER SIMILAR AREAS USING FORMING. 19. PROVIDE AND INSTALL CONTINUOUS GAP BETWEEN FLOOR AND GROUND OF ONE FINISH WALL PARTITIONS. 20. ALL PLAN INDICATED DIMENSIONS ARE TO BE VERIFIED AND CONFIRMED BY GENERAL CONTRACTOR. NOTIFY ARCHITECT OF ANY SIGNIFICANT DISCREPANCIES.	21. ALL WALLS AND PARTITIONS SHALL EXTEND TO UNDERSIDE OF ROOF DECK OR FLOOR CONSTRUCTION ABOVE EXCEPT WHERE NOTED OTHERWISE.
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ROBERT T. TAYLOR
—☆—
AR0012988
REGISTERED ARCHITECT

ROBERT T. TAYLOR
AR0012988

06-11-2025

GOO1

PROJECT NO. 2025-J-106



SCALE : 1/4" = 1'-0"

1. PLAN SUMMARIZED DEMOLITION SCOPE BUT IS NOT ALL INCLUSIVE. DEMOLITION INCLUDES ALL ACTIVITIES REQUIRED TO ACCOMPLISH THE PROJECT INTENT, THAT IS, THE REMOVAL OR COMPLETE REMOVAL OF EXISTING BUILDING STRUCTURE INCLUDING WALL AND FLOOR FINISHES, CEILING AND OTHER MATERIALS & EQUIPMENT, AND STRUCTURE.
2. REMOVE AND RELOCATE EXISTING APPLIANCES, COPY MACHINES, ETC. AT DIRECTION OF OWNER.
3. CONTRACTOR TO VERIFY ALL PARTITION WALLS ARE NON-LOAD BEARING FOR EXISTING STRUCTURE THAT REMAINS.
4. CONTRACTOR TO PROVIDE TEMPORARY BARRIERS AROUND CONSTRUCTION AREAS.

- 1 REMOVE EXISTING CONCRETE SLAB CONSTRUCTION
- 2 REMOVE EXISTING CANOPY POSTS, OVERHEAD STRUCTURE AND ROOFING CONSTRUCTION



SCALE: 1" = 20'-0"



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PROJECT NO. 2023-1-JOB	

Division 1: General Conditions

Section 011000 Summary

A. Scope of work: scope of work is indicated on drawings and specifications. Before submitting a proposal, the Contractor shall visit site, inspect, and make himself familiar with all existing conditions and site issues to arrive at a clear understanding of the conditions under which the work is to be done.

1. Contractor shall thoroughly review construction drawings and documents prior to commencing work. The Contractor shall be responsible for coordinating all trades and shall be the ultimate responsible party for failure of any trade or sub-contractor to perform the work as shown herein.

2. The Contractor shall conform to all local and federal OSHA requirements during the course of the project.

B. Allowances: Provide material and labor allowance for the items as listed below.

C. Unit Prices: Provide material and labor for the following items.

1. 4" reinforced concrete slab per square foot

2. Plywood deck per square foot

D. Alternates [Insert language here]

Section 012000 Price and Payment Procedures

A. Payment: progress payments shall be made on a monthly basis. Application for payment shall be made on AIA document G702, 1992 edition. Prior to commencing work, Contractor shall submit to the owner a schedule of values. Full or partial waivers of lien shall be required prior to application of payment and must be current for the period of payment application. No payment shall be processed without all waivers attached.

B. Retainage of 10% on each monthly payment application with reduction to 5% at issuance of substantial completion. Final payments will not be processed if final waivers are not submitted for all trades and suppliers. Payment shall not be processed if Architects punch list has not been performed.

Section 013000 Administrative Requirements

A. Project Warranty: The Contractor shall provide a written material and labor guarantee for one year commencing from the date of substantial completion or the Owners acceptance of the work.

B. Insurance: Contractor shall carry all insurance as mandated by state or federal law including Workman's Compensation. Contractor shall also carry comprehensive liability insurance, builders risk and furnish proof to owner.

C. Project Schedule: Provide Owner with project schedule indicating key dates including change over from temporary utilities to permanent utilities.

DIVISION 1: GENERAL CONDITIONS - 1

C. Demonstrate the operation of all equipment to the Owner's representative.

D. Furnish original copies of all equipment instructions, manuals, etc. to the Owner.

E. Test and balance HVAC systems. Provide certification to the Owner.

F. Provide written warranty for roofing/waterproofing systems.

G. Provide list of paint manufacturers and paint color numbers to the Owner.

H. Substantial Completion: Provide copy of Certificate of Compliance or completion from permitting authority.

END OF DIVISION 1: GENERAL CONDITIONS

Division 3: Concrete

Section 033000 Cast in Place Concrete

A. Submittals:

1. Design Mixtures: For each concrete mixture.

2. Steel Reinforcement: Shop Drawings: Placing drawings that detail fabrication, bending, and placement.

B. Quality Assurance:

1. Manufacturer Qualifications: A firm experienced in manufacturing ready-mix concrete products and that complies with ASTM C 84C 14M requirements for production facilities and equipment.

2. Manufacturer certified according to MIRMCA's "Certification of Ready Mixed Concrete Production Facilities."

3. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 539 for testing indicated.

4. Welding Qualifications: Quality procedures and personnel according to AWS D1.4D 1.4M, "Structural Welding Code - Reinforcing Steel."

5. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents

6. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5.

7. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

8. Building code requirements for reinforced concrete, ACI 318.

9. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

10. Pre-installation Conference: Conduct conference at Project site.

C. Products

1. All concrete shall develop a minimum compressive strength of 3000 psi at 28 days unless noted otherwise on structural drawings.

a. Portland Cement: ASTM C150, Type I or Type II, gray.

b. Cement may be supplemented with Fly Ash, ASTM C681, Class F or C.

c. Normal weight aggregates: ASTM C33, graded. Maximum size 1/2" nominal.

d. Water, clean and potable.

2. Admixtures - Do not use calcium chloride or admixtures that contain calcium chloride.

DIVISION 3: CONCRETE - 1

1. Finish concrete floor surfaces in accordance with ACI 301 and ACI 302.1R.

2. Uniformly spread, screed, and float concrete. Do not puncture or damage vapor barrier systems.

3. Coordinate method of slab curing and finishing with specific scheduled floor finish. Do not use curing compounds where resilient or similar membrane flooring systems are to be installed. Perform calcium chloride or other test necessary to determine slab moisture content prior to installation of floor finish.

4. Provide temporary bulkheads where work must be interrupted. Reinforcing steel shall extend into next concrete pour.

5. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbed. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch (6 mm) in one direction.

a. Apply scratch finish to surfaces to receive concrete floor toppings or to receive mortar setting beds for bonded cementitious floor finishes.

6. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Re-straighten, cut down high spots, and fill low spots. Repeat float passes and re-straightening until surface is left with a uniform, smooth, granular texture.

a. Apply float finish to surfaces to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.

7. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and re-straighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

a. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.

b. Finish and measure surface so gap at any point between concrete surface and an unwetted, flattened, 10-ft. long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/8 inch.

8. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either trowel or thin-set method. While concrete is still plastic, slightly searify surface with a fine broom.

9. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.

10. Broom Finish: Apply a broom finish to exterior concrete platforms, steps,

DIVISION 3: CONCRETE - 3

Division 2: Existing Conditions

Section 024119 Selective Demolition

A. Scope: Refer to Contract Drawings for demolition scope. Contractor shall visit the site to determine the actual scope of demolition work required to accomplish the project's intent.

B. Examination

1. Verify that utilities have been disconnected and capped.

2. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

3. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

4. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

5. Survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.

6. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

C. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

D. Utility Services and Mechanical/Electrical Systems

1. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.

2. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

3. Arrange to shut off indicated utilities with utility companies.

If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to parts of building.

Cut off pipe or conduct in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduct after bypassing.

END OF DIVISION 2: EXISTING CONDITIONS

DIVISION 2: EXISTING CONDITIONS - 1

a. Air Entraining Admixture: ASTM C260

b. Retarding Admixture: ASTM C 494/C 494M, Type B.

c. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.

d. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.

e. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.

f. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

3. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wires into flat shapes. Lap joints 6 inches.

Fiber Reinforcement: Synthetic Micro-Fiber: Monofilament polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III, 1/2 to 1-1/2 inches (13 to 38 mm) long.

6. Flexible PVC Waterstops: CE CRD-C 572, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes. Use in cast key ways, sump or elevator pits.

7. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 10 mils (0.25 mm) thick. Lap joints 6 inches and seal with manufacturer's recommended tape. (Duct tape is not permitted).

8. Place and protect concrete in hot weather conditions in accordance with ACI 305.

9. Bonding agent; acrylic latex emulsion for bonding new concrete to old as manufactured by the following:

a. Kneez "Weld-Crete"

b. WPI-Medisons "Intakok"

Non-shrink grout: pre-mixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents as manufactured by the following:

a. Dayton Superior "Sure Grip High Performance Grout"

b. Masar Builders "Masterflow 928 or 713"

11. Anchor bolts embedded in concrete shall conform to ASTM A-307, and shall be galvanized.

12. Slab edge joint filler: ASTM D1751, pre-molded asphaltic board, 3/8" or 1/2" thick as detailed.

D. Concrete Floor/Slab Placing And Finishing

DIVISION 3: CONCRETE - 2

ramps, and elsewhere as indicated.

11. Contractor Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

a. Grooved Joints: Form contraction joints after initial floating by growing and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.

b. Sawn Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks. Sawcut within 4 hours of curing.

E. Concrete Protecting and Curing

1. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 308.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

2. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darning concrete, but before float finishing.

3. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

4. Moisture Curing: Keep surfaces continuously moist for not less than seven days.

5. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing compound, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

6. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recast areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

7. Removal: After curing period has elapsed, remove curing compound without damaging concrete surface by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.

8. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recast areas subjected to heavy

DIVISION 3: CONCRETE - 4

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STATE OF FLORIDA

ROBERT T. TAYLOR

ARCHITECT

ROBERT T. TAYLOR
AR0012358

06-11-2023

A601

PROJECT NO. 2023-11-106

GENERAL NOTES AND SPECIFICATIONS

1. THE MECHANICAL CONTRACTOR SHALL COMPLY WITH THE 2020 FLORIDA BUILDING CODE (7TH EDITION), THE STATE OF FLORIDA ENERGY CODE, AND ALL LOCAL CODES AS MAY BE APPLICABLE.
2. MECHANICAL PLANS ARE DIAGNOSTIC ONLY. THEY ARE NOT INTENDED TO INDICATE CAPACITY, SIZE, LOCATION, DIRECTION, AND GENERAL ARRANGEMENT, BUT THEY CANNOT EXCLUDE THE CONSTRUCTION, THE FACT THAT ONLY CERTAIN FEATURES OF THE INSTALLATION ARE INDICATED MUST NOT BE TAKEN TO MEAN THAT OTHER SIMILAR OR DIFFERENT FEATURES WILL NOT BE REQUIRED. ALL RISERS AND DROPS IN PIPING AND DUCTWORK MUST NECESSARILY SHOW.
3. WORK SHALL INCLUDE ALL LABOR, MATERIALS, PERMITS AND OTHER COSTS AS ARE NECESSARY FOR THE INSTALLATION OF A COMPLETE AND SATISFACTORY OPERATIONAL AIR CONDITIONING SYSTEM.
4. SHOP DRAWINGS SHALL BE PROVIDED FOR ALL MECHANICAL EQUIPMENT THAT IS TO BE USED ON THIS PROJECT WHETHER OR NOT THE EQUIPMENT IS SPECIFICALLY SPECIFIED IN THESE DOCUMENTS. THIS PROJECT (BUT NOT LIMITED TO) HVAC EQUIPMENT & SUPPORTS, DIFFUSERS/GRILLES/DOWNERS, DUCT WORK & SUPPORTS, REFRIGERATION LINES, INSULATION, HVAC SPECIALTIES (COILS, FINS, DAMPERS, BALANCING DAMPERS ETC.) HANGERS & CABLES, ETC. SHOP DRAWINGS SHALL BE REQUIRED BEFORE TO ORDERING OR FOR INSTALLATION OF EQUIPMENT. ANY EQUIPMENT NOT INCLUDED IN THE SHOP DRAWING SUBMITTALS, SHALL BE PROVIDED FOR THE PLANS AND SPECIFICATIONS.
5. SUBMITTALS ARE TO BE TOTAL & COMPLETE. INCOMPLETE SHOP DRAWINGS WILL NOT BE REVIEWED. A MINIMUM OF FOUR (4) SETS OF SUBMITTALS SHALL BE PROVIDED IN BODY/ENDER FORMS WITH ALL EQUIPMENT (INCLUDING ANY/ALL OPTIONS) CLEARLY SELECTED/INDICATED ON THE COMMENTS INCLUDED IN THE SUBMITTAL. VERIFY WITH THE PROJECT ARCHITECT FOR ADDITIONAL SETS AS MAY BE REQUIRED. ELECTRONIC SUBMITTALS SHOULD BE ACCEPTABLE, HOWEVER ALL COSTS INCURRED WITH FILING SHOP DRAWINGS RECEIVED ELECTRONICALLY SHALL BE REIMBURSED.
6. SHOP DRAWINGS SUBMITTED BY ANY OF AN ELECTRONIC PROJECT MANAGEMENT SYSTEM ARE NOT ACCEPTABLE.
7. THIS CONTRACTOR SHALL COORDINATE WITH THE OTHER CONTRACTORS TO INSURE THAT EACH TRADE SHALL HAVE SUFFICIENT SPACE TO INSTALL THEIR EQUIPMENT (DUCTWORK, PIPING, ELECTRICAL, ETC.).
8. VERIFY ALL DIMENSIONS FROM ARCHITECTURAL PLANS, FIELD MEASUREMENTS.
9. UNLESS NOTED, ALL MATERIALS SHALL BE NEW, COMPLETE, INCLUDE MANUFACTURER'S WARRANTY, AND BE U.L. APPROVED IF APPLICABLE. ALL WORK SHALL PRESENT A NEAT MECHANICAL APPEARANCE WHEN COMPLETED.
10. EQUIPMENT SHALL FURNISH AND INSTALL CURBS AND RISERS FOR ALL EQUIPMENT AS SHOWN ON PLANS. THIS CONTRACTOR SHALL CONFIRM ALL CURB REQUIREMENTS AND THEIR SIZES.
11. EQUIPMENT AS PER SCHEDULED LIST OF ACCEPTABLE MANUFACTURERS:
CHILLERS: DAIKIN, DAIKIN-DAIWA BUILT OR APPROVED EQUAL.
PUMPS: ARMSTRONG OR APPROVED EQUAL
12. ALL EQUIPMENT SHALL BE STARTED, TESTED, ADJUSTED AND BALANCED FOR AIR DELIVERY AS INDICATED ON THE PLANS, AND PLACED IN SATISFACTORY OPERATIONAL CONDITION BY A TEST AND BALANCE COMPANY WHOSE SIZE BUSINESS IS THE TESTING, ADJUSTING AND BALANCING OF SYSTEMS OF SIMILAR SIZE AND TYPE. THIS CONTRACTOR SHALL GUARANTEE ALL WORKSMANSHIP, MATERIALS AND EQUIPMENT TO BE FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM DATE OF CERTIFICATE OF OCCUPANCY. THIS IS IN ADDITION TO ANY WARRANTY OR GUARANTEE FROM THE EQUIPMENT MANUFACTURER. FURNISH THE OWNER WITH THE MANUFACTURER'S WRITTEN WARRANTY CERTIFICATES.
13. THE MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE BEST AND SHARPEST CHANGE OR ALL BEST DRIVEN EQUIPMENT FOR BALANCING PURPOSES.
14. ALL CONTROLS ARE TO BE TESTED AND CALIBRATED SO AS TO BE OPERATING WITH THE MANUFACTURER'S SPECIFICATIONS. ANY DEFECTIVE UNITS ARE TO BE REPLACED.
15. ALL EQUIPMENT SHALL BE PROPERLY SUPPORTED AND ISOLATED TO PREVENT NOISE AND VIBRATION TRANSMISSION.
16. PROVIDE ADEQUATE CLEARANCE FOR ACCESS TO ALL EQUIPMENT. CONTRACTOR SHALL DESURE THAT NO TRANSGRESSION OF THIS SPACE IS MADE BY OTHER CONTRACTORS.
17. ALL CONTROL WIRING SHALL BE IN CONDUIT AND RATED FOR OUTDOOR USE.

HYDRONIC NOTES AND SPECIFICATIONS

1. BUTTERFLY VALVES: 2 1/2" AND LARGER - MSS SP-42; RATED AT 200 PSIG, CAST IRON BODY, CONFORMING TO ASTM A 126, CLASS B. PROVIDE VALVES WITH FIELD REPLACEABLE EPDM SLIDE, NICKEL-PLATED DUCTILE IRON DISC, STAINLESS STEEL STEM, AND EPDM O-RING STEM SEALS. PROVIDE LEVER OPERATORS WITH LOCKS FOR SIZES 2" - 6 INCHES. DRAIL AND TAIL VALVES ON LEAD. END SERVICE FOR VALVES REQUIRING ADDITIONAL BODY STRENGTH.
2. BALL VALVES: 2" AND SMALLER - ALL SERVICE VALVES 2" AND SMALLER SHALL BE ALL BRONZE FULL PORT BALL VALVES WITH 90 DEGREE LEVER OPERATION FROM OPEN TO CLOSED POSITION.
3. MANUAL AIR VENT: BRONZE BODY AND NON-FERROUS INTERNAL PARTS; 150 PSIG WORKING PRESSURE, 225 DEG. F MAXIMUM OPERATING TEMPERATURE, MANUALLY OPERATED SCREWDRIVER OR THERMOSPIR WITH 1/8" N.P.S. DISCHARGE CONNECTION AND 1/2" N.P.S. INLET CONNECTION.
4. AS-2 - AIR SEPARATORS: WELDED BLACK STEEL; ASME CONSTRUCTED AND LABELED FOR 125 PSIG WORKING PRESSURE, 375 DEG. F OPERATING TEMPERATURE, PERFORATED STAINLESS STEEL AIR COLLECTION TIE DESIGNED TO DIRECT RELEASED AIR TO AN AIR VENT. TANGENTIAL INLET AND OUTLET CONNECTIONS; THREADED CONNECTIONS FOR 3" FLANGED CONNECTIONS AND BLOW DOWN FITTING CONNECTION. PROVIDE ENDS WITH STRAINER AND PROVIDE FOR FULL SYSTEM FLOW CAPACITY. AIR SEPARATOR OUT TO BNG R-4.
5. CHILLED WATER PIPING:
 - A. BELOW GROUND:
 - PRE-INSULATED SCHEDULE 40 BLACK STEEL PIPING BY ROWNOAK OR EQUAL.
 - B. ABOVE GROUND:
 - > 2" STEEL PIPE - ASTM A 122, SCHEDULE 40, SEAMLESS, BLACK STEEL, FLANGE ENDS, STEEL FITTINGS - ASTM A 234, SEAMLESS OR WELDED JOINTS.
 - <= 2" COVER PIPING WITH SOLDERED JOINTS. PROVIDE WITH DIELECTRIC UNION BETWEEN CONNECTION TO DISMISAL PIPING.

INSULATION TO BE EQUAL TO PITTSBURGH "TOW-GLASS" OR EQUAL FOR ALL INSULATION. PROVIDE ALUMINUM EXTERIOR JACKETING FOR CHILLED WATER PIPING EXPOSED TO OUTDOOR ENVIRONMENT.

6. CHILLED WATER PUMPS SHALL BE SUITABLE FOR INSTALLATION IN AIR-EXPOSED ENVIRONMENT. ACCEPTABLE MANUFACTURERS ARE:
 - BEINMAN
 - BELL & GOSSETT
 - ASHROB
 - ARMSTRONG
 - PIETRELL

CHILLER EQUIPMENT SCHEDULE									
GENERAL									
UNIT DESIGNATION				CHR-2					
MANUFACTURER				DAKWIN					
UNIT SIZE/MODEL				42T110E					
COOLING CAPACITY (TONS)				111.6					
CHILLER INPUT POWER (KW)				125.8					
CAPACITY CONTROL STEPS				4					
MINIMUM CAPACITY (%)				25					
EDR/PLV				10.4/15.9					
REFRIGERANT				R410A					
PERFORMANCE DATA									
FLUID TYPE				WATER					
FLUID ENTERING TEMP (°F)				54					
FLUID LEAVING TEMP (°F)				44					
FLUID FLOW RATE (GPM)				267					
FLUID PRESSURE DROP (FT WG)				8.6					
CONDENSING TEMP (°F)				95					
PUMP HORSEPOWER (HP) (EACH)				7.5					
ELECTRICAL POWER DATA									
NAMEPLATE VOLTAGE				480-3					
FREQUENCY (Hz)				60					
MINIMUM CIRCUIT AMPS (MCA)				245.0					
MAXIMUM OVERCURRENT PROTECTION				250					
REMARKS				1, 2, 3, 4, 5					
REMARKS									
1. PROVIDE SINGLE POINT POWER CONNECTION FOR CONTROL CIRCUIT.									
2. PROVIDE WITH FACTORY PHASE LOSS, OVERVOLTAGE PROTECTION, AND INTEGRAL ELECTRICAL SERVICE DISCONNECT.									
3. PROVIDE WITH FACTORY INSTALLED DUAL PUMPS, 267 GPM @ 49.2 FT HEAD.									
4. PROVIDE WITH FACTORY INSTALLED EXPANSION TANK.									
5. PROVIDE WITH FACTORY INSTALLED BACNET CONTROLLER MATCHED TO EXISTING BUILDING AUTOMATION CONTROLS SYSTEM.									
PUMP SCHEDULE (EXISTING)									
MARK	MANUFACTURER	MODEL	MP	STY	HP	HEAD (FT)	AMP	HPA	VOLT
P-1	AMSTRONG	4302 4040B	6	14X	500	45	10	3600	480/3
P-2	AMSTRONG	4302 4040B	--	--	315	45	10	3600	480/3
REMARKS									
1. EXISTING PUMPS ARE DUAL AMP PUMPS WITH 2 PUMP FLOWINGS MODES WITH INVERTER DUTY MOTORS. CONTROL IS EXISTING TO REMAIN AND BE REUSED.									
2. EXISTING DUAL AMP PUMP TO BE RETROFITTED AS FOLLOWS. PROVIDE (1) NEW 10 HP MOTORS, REPLACE AND PROVIDE NEW PACKING, BEARING AND SEALS. PROVIDE WITH (2) NEW VFD'S WITH CIRCUIT BREAKER DISCONNECT TO EFFECTED HORSEPOWER, VOLTAGE & AMPERAGE IN NEW 4 INCLUSIVE CONTRACTOR MAY REE. INCLUDE AT CONTRACTOR'S DISCRETION, OTHERWISE PROVIDE WITH NEW ENCLOSURES. PROVIDE WITH WEATH. COVER. VFD TO COME WITH AUTO/STOP/REVS ON VFD DRIVE.									

CHILLED WATER SITE PLAN KEYNOTES

1. EXISTING PRE-INSULATED CHILLED WATER LINES UNDERGROUND FROM CHILLER PLANT TO BUILDING. REFER TO BUILDING MECHANICAL PLANS AND ENLARGED CHILLED WATER PLANT DRAWING FOR CONTINUATION OF PIPING.
2. LOCATION OF EXISTING CHILLED WATER RENOVATED CHILLED WATER PIPING SEE ENLARGED PLAN AND PIPING SCHEMATIC ON THESE PLANS FOR MORE DETAILS OF CONSTRUCTION.
3. EXISTING 50 TON CHILLER, PIPING AND PUMP TO BE REMOVED.
4. EXISTING 150 TON MCGRAW CHILLER TO REMAIN AND BE REUSED.
5. EXISTING CHILLED WATER PUMP, BUILDING SECONDARY PUMP AND AIR SEPARATOR TO REMAIN.
6. NEW CHILLER PER PLANS WITH INTEGRAL PUMP AND NEW AIR SEPARATOR.
7. PROVIDE NEW VALVE BOX AND 3" TAP FROM EXISTING 6" FIELD CHILLED WATER LINES IN MECHANICAL AREA WITH VALVE BOX AT EACH TAP. FIELD COORDINATE EXACT LOCATION OF EXISTING LINES IN FIELD.

THRUST BLOCK DIAGRAM

N.T.S.

ELEVATION B-B

NOTE:
CONCRETE THRUST BLOCK TO BEAR AGAINST
SOLID UNDISTURBED EARTH OR RETAINED
EARTH COMPACTED TO 95% PROCTOR
DENSITY.

ELEVATION A-A

45° ELBOW PLAN

90° ELBOW PLAN

TEE PLAN

Diagram illustrating the termination of outer charge and insulation to allow flanged connection. The diagram shows a cross-section of a wall with two vertical pipes. The pipes are connected to a horizontal pipe with a butterfly valve. The wall is shown with a dashed line indicating the termination of the outer charge and insulation. The pipes are labeled "NEW UNDERGROUND PIPING". The wall is labeled "TERMINATE OUTER CHARGE AND INSULATION TO ALLOW FLANGED CONNECTION". The horizontal pipe is labeled "BUTTERFLY VALVE WITH LEVER OPERATOR AND FLANGED CONNECTIONS". The wall is also labeled "REINFORCING RODS".

D	DIAMETER	MFR	MANUFACTURER
A/C	AIR CONDITIONING	MAX	MAXIMUM
M/F/O	ABOVE FINISH FLOOR/GRADE	MBH	BTU X 1,000
HAU	AIR HANDLING UNIT		
HAU	AUTHORITY HAVING JURISDICTION	MIN	MINIMUM
ASHRAE	AMERICAN SOCIETY OF HEATING, REFRIGERATION, AND AIR CONDITIONING ENGINEERS	LV	LOW VOLTAGE
		MS	MOTION SWITCH
BTU/H	BRITISH THERMAL UNIT PER HOUR	OA	OUTSIDE AIR
CD	CONDENSATE DRAIN	Q/H	OVER HEAD
CFM	CUBIC FEET PER MINUTE	REQ'D	REQUIRED
CLG	CEILING	RTU	ROOF TOP UNIT
Cu	COPPER	SBOC	SOUTHERN BUILDING CODE CONGRESS INTERNATIONAL
CU	CONDENSER UNIT		
DWG	DRAWING	SMACH	SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION
EF	EXHAUST FAN	SS	STAINLESS STEEL
ESP	EXTERNAL STATIC PRESSURE	TC	TIME CLOCK
EXH	EXHAUST	TESM	THERMISTOR
FC	FAN COIL	UNO	UNLESS NOTED OTHERWISE
HGT	HEIGHT	UL	UNDERWRITERS LABORATORIES
HTR	HEATER	VAV	VARIABLE AIR VOLUME
HP	HORSE POWER	W/	WITH
HVAC	HEATING, VENTILATING, AND AIR CONDITIONING	W/O	WITHOUT
KW	KILOWATT		

TYPICAL PUMP PIPING DIAGRAM

NTS

This diagram illustrates the standard piping configuration for a pump. The main horizontal line represents the 6-inch discharge pipe. On the left, a 'TRIPLE DUTY VALVE' is installed, with a note 'INCREASER IF NEEDED' pointing to it. A 'PRESSURE GAUGE' is connected to the line downstream of this valve. The pump, labeled 'DUAL ARM PUMP', is connected to the main line. Upstream of the pump, a 'PETE'S PLUG (TYPICAL)' is shown. Downstream of the pump, a 'SHUTOFF SERVICE DISCONNECT VALVE' is installed. A 6-inch discharge line continues to the right. A branch line, labeled '1/2" COPPER', leads from the main line to a '1/2" CAPPED PIPE'. The diagram is labeled 'NTS' (Not To Scale).

CHR-182

3/4" 3/4"

PRESSURE GAUGE

CALIBRATED FLOW VENTURE

SHUTOFF VALVE, PETE'S PLUG, THERMOMETER, FLOW SWITCH AND SENSOR WELL

GADG
ARCHITECTURE, LLC

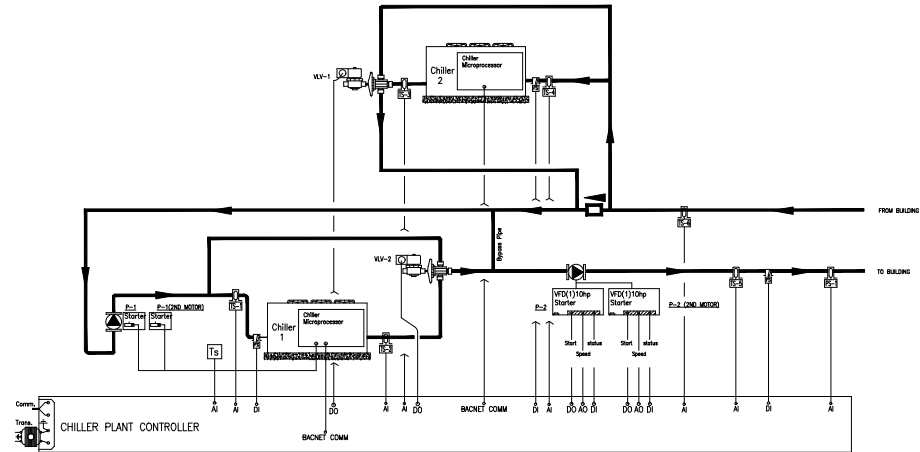


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MOO1

PROJECT NO. 2022-127

CHILLER PLANT SEQUENCE OF CONTROLS



CONTROL POINTS:

- PUMP #1, MOTOR #1 - START/STOP
- PUMP #1, MOTOR #2 - START/STOP
- PUMP #1 - STATUS
- PUMP #2, MOTOR #1 - START/STOP
- PUMP #2, MOTOR #1 - SPEED ADJUSTMENT
- PUMP #2, MOTOR #1 - STATUS
- PUMP #2, MOTOR #2 - START/STOP
- PUMP #2, MOTOR #2 - SPEED ADJUSTMENT
- PUMP #2, MOTOR #2 - STATUS
- PUMP #2 - FLOW SWITCH
- PUMP #2 - LEAVING WATER TEMPERATURE
- PUMP #1 - FLOW SWITCH
- CHiller-1 RETURN WATER TEMPERATURE
- CHiller-1 SUPPLY WATER TEMPERATURE
- CHiller-2 RETURN WATER TEMPERATURE
- CHiller-2 SUPPLY WATER TEMPERATURE
- CHiller-2 FLOW SWITCH
- VALVE #1 (3-WAY) OPEN/CLOSE CHILLER BYPASS
- VALVE #1 POSITION MONITOR
- VALVE #2 (3-WAY) OPEN/CLOSE CHILLER BYPASS
- VALVE #2 POSITION MONITOR
- CAMPUS RETURN WATER TEMPERATURE
- VALVE #1 - OPEN/CLOSE
- VALVE #2 - NORMAL/FULL BYPASS
- CHILLED WATER PIPING PRESSURE SENSOR
- CHILLER 1 - ETHERNET COMMUNICATION LINK
- CHILLER 2 - ETHERNET COMMUNICATION LINK

INCLUDE ALL CHILLER POINTS AVAILABLE FROM CHILLER MFR. ON NETWORK.

SEQUENCE OF CONTROLS:

- SETPOINTS:
LEAVING CHILLED WATER TEMPERATURE - 42°F (ADJUSTABLE)

- CHILLERS:

CHILLER #1 AND CHILLER #2 SHALL BE CYCLED AS LEAD/LAG CHILLERS. THE LEAD AND LAG CHILLER SHALL ALTERNATE WEEKLY.

WITH A CALL FOR COOLING FROM ANY OF THE AIR HANDLERS AT THE CAMPUS, CHILLED WATER BUILDING LOOP PUMP SHALL BE ENERGIZED. IF CHILLER #1 IS THE LEAD CHILLER, PUMP #1 SHALL BE ENERGIZED AND WATER FLOW SHALL PASS THROUGH CHILLER #1. IF CHILLER #2 IS THE LEAD CHILLER, THE INTEGRAL PUMPS WITH THE NEW CHILLER SHALL BE ENERGIZED TO CIRCULATE CHILLED WATER.

IF THE LEAD CHILLER IS OPERATING AT 100% CAPACITY AND THE LEAVING WATER TEMPERATURE IS GREATER THAN 46°F, THEN AFTER A 10 MINUTE TIME DELAY THE LAG CHILLER SHALL BE ENERGIZED TO SUPPLEMENT THE COOLING OF THE LEAD CHILLER UNTIL SUCH TIME A THE LEAD CHILLER LEAVING WATER TEMPERATURE IS LESS THAN 42°F.

CHILLERS SHALL NOT BE ENERGIZED UNTIL WATER FLOW IS PROVEN, PUMPS ARE INITIATED AND THE BYPASS VALVE IS IN THE CORRECT POSITION TO ALLOW CHILLER WATER FLOW THROUGH THE CHILLER. IF THESE ARE NOT PROVEN ON THE LEAD CHILLER, AN ALARM SHALL BE SENT FOR FAULT TO SERVICE THE UNIT AND THE SYSTEM SHALL SWITCH TO THE LAG CHILLER FOR OPERATION.

FOR EXISTING PUMPS, THE CHILLED WATER PUMPS SHALL ALTERNATE BETWEEN MOTOR #1 & MOTOR #2 ON A WEEKLY BASIS. CHILLED WATER PUMP MOTORS #1 AND #2 SHALL ALTERNATE LEAD/LAG SERVICE ONCE A WEEK FOR BOTH PUMPS.

THE VFD FOR PUMP #2 SHALL ADJUST THE SPEED OF THE PUMP MOTOR TO MAINTAIN A CONSTANT DOWNSTREAM WATER PIPING PRESSURE AS MEASURED BY A PRESSURE SENSOR AT A MINIMUM OF 2/3 DISTANCE DOWN THE PIPING NETWORK.

- CHILLERS OPERATION:

UPON PROVING FLOW ON CHILLER, THE CHILLER SHALL REMAIN ON AND MAINTAIN A LEAVING WATER TEMPERATURE OF 42°F LEAVING WATER TEMPERATURE. CHILLER PACKAGED CONTROLS SHALL RUN CHILLER TO MAINTAIN LEAVING WATER TEMPERATURE, AND SHALL SEND A GENERAL ALARM TO BUILDING AUTOMATION SYSTEM FROM CHILLER PRE-PACKAGED CONTROLS.

PROVIDE ALL ALARMS, STATUS AND OPERATION VALUES AS PROVIDED BY CHILLER MICROPROCESSOR VIA CHILLER PROVIDED CONTROLS INTERFACE CARD/PANEL COMPATIBLE WITH SELECTED BUILDING AUTOMATION SYSTEM PROVIDER. ALL POINTS PROVIDED BY CHILLER SHALL BE INDICATED VISUALLY ON WEB-BASED CONTROL SYSTEM.

- 3 WAY BYPASS VALVE OPERATION:

THE 3 WAY BYPASS VALVES SHALL OPEN TO ALLOW WATER FLOW FROM ITS' RESPECTIVE CHILLER, WHEN THAT CHILLER IS OPERATIONAL. THE 3 WAY BYPASS VALVE SHALL SHUTOFF FLOW TO CHILLER WHEN THE CHILLER IS NOT OPERATIONAL (I.E. LAG CHILLER FOR TEN WEEK.

THE VALVES SHALL BE PROVIDED WITH POSITION INDICATORS TO VERIFY THAT THE VALVE IS IN THE CORRECT POSITION. IF VALVE DOES NOT OPEN (OR CLOSE), AN ALARM SHALL BE SENT TO BUILDING AUTOMATION SYSTEM TO PROVIDE MAINTENANCE AND REPAIR FOR THE VALVE. IF THE VALVE HAS NOT GONE TO THE CORRECT POSITION, THE CHILLER ASSOCIATED WITH THE VALVE SHALL BE TURNED OFF AND THE OTHER CHILLER SHALL BE CYCLED TO THE LEAD CHILLER.

VALVE #2 SHALL OPEN TO FULL BYPASS AND THE EXISTING CHILLER PLANT, PIPING AND PUMPS SHALL OPERATE ON THEIR OWN.

- COMMUNICATION:

PROVIDE CONDUIT AND WIRING TO INTERCONNECT NEW CHILLER PLANT CONTROLLER TO CAMPUS DDC SYSTEM. SEE BUILDING "A" DRAWINGS FOR MORE DETAILS OF OVERALL NETWORK ARCHITECTURE.

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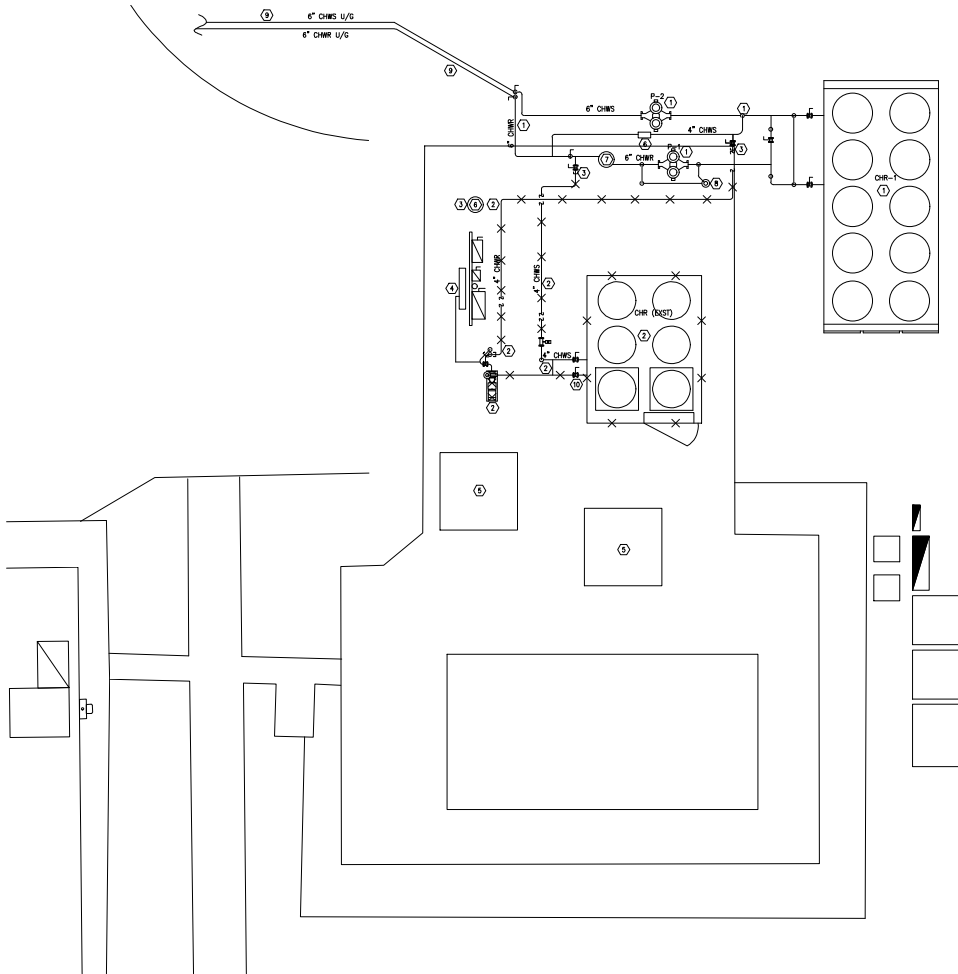
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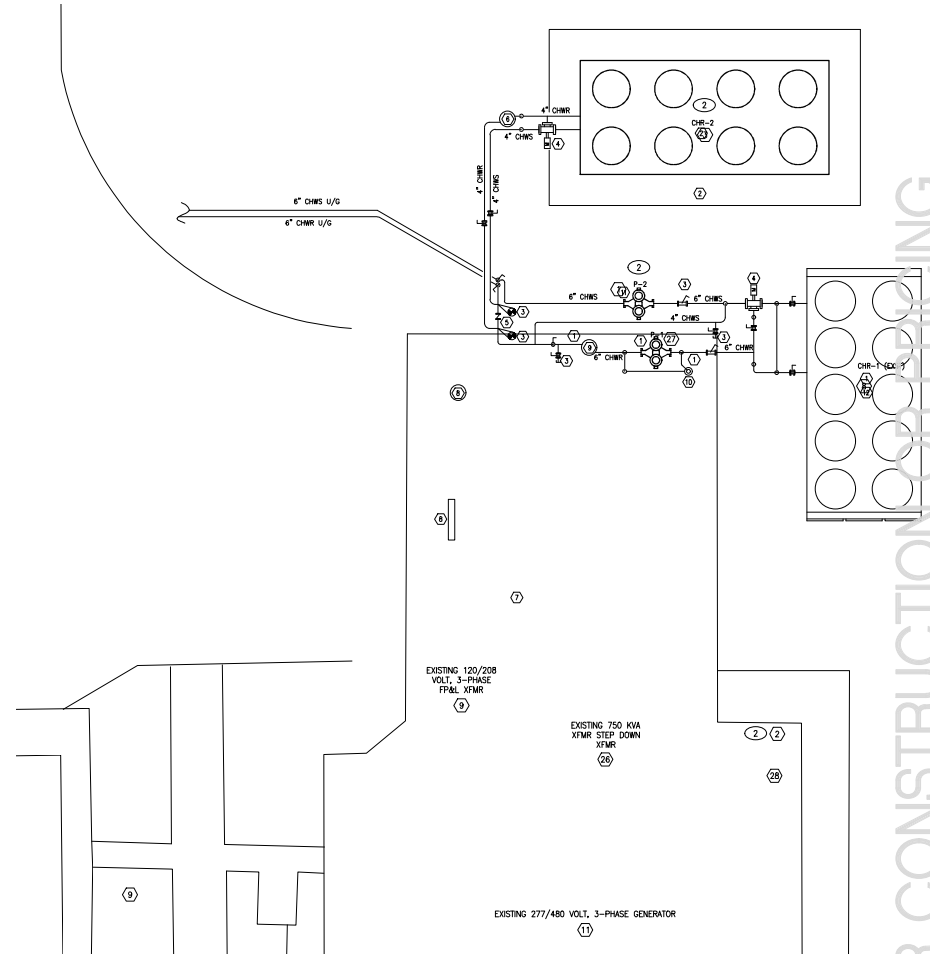


ENLARGED CHILLER PLANT PLAN - EXISTING

SCALE: 1/4" = 1'-0"

CHILLER PLANT KEYNOTES (EXISTING)

- EXISTING CHILLER (CHR-1) TO REMAIN AND OPERATIONAL WHILE EXISTING CHILLER IS TO BE DISCONNECTED. ALL ASSOCIATED PUMPS, PIPING, CONTROLS AND POWER TO REMAIN INTACT TO CHR-1.
- EXISTING INOPERATIVE CHILLER AND ALL ASSOCIATED PIPING, ELECTRICAL, CONTROL WIRING, PUMP, VALVES, ETC. MARKED "X" SHALL BE DISCONNECTED AND REMOVED. PIPING FROM REMOVED CHILLER SYSTEM PIPING TO BE CAPPED AND SEALED AT EXISTING POINT OF CONNECTION AT APPROXIMATE LOCATION INDICATED.
- CONTRACTOR TO REMOVE CHECK VALVE IN SYSTEM BYPASS AT THIS APPROXIMATE LOCATION TO ALLOW (2-WAY FLOW) THROUGH THE PIPE.
- EXISTING TRANSFORMER TO REMAIN.
- EXISTING EXPANSION TANK AND WATER MAKEUP TO REMAIN AND BE REUSED FOR EXISTING AND NEW CHILLER PLANT. ENSURE THAT MAKEUP WATER SYSTEM REMAINS INTACT WITH BUILDING AND CHILLER PLANT RENOVATION. CONTRACTOR SHALL REPLACE ALL EXISTING PRESSURE REDUCING VALVES, PRESSURE GAUGES, BYPASS VALVE AND CHECK VALVES ASSOCIATED WITH CHILLED WATER MAKEUP FEED. FIELD VERIFY EXACT LOCATION, NUMBER AND TYPE OF DEVICES.
- EXISTING AIR SEPARATOR REMAIN AND BE REUSED.
- EXISTING FILTER TYPE CHEMICAL FEEDER TO REMAIN.
- EXISTING UNDERGROUND PIPING TO BUILDING TO REMAIN.



ENLARGED CHILLER PLANT PLAN - RENOVATED

SCALE: 1/4" = 1'-0"

CHILLER PLANT KEYNOTES

- EXISTING CHILLER (CHR-1) TO REMAIN AND OPERATIONAL WHILE NEW (CHR-2) IS BEING INSTALLED. ALL ASSOCIATED PUMPS, PIPING, CONTROLS AND POWER TO REMAIN INTACT AND WORKING. SCHEDULE WORK TO MINIMIZE DOWNTIME.
- PROVIDE AND INSTALL NEW CHILLER SYSTEM (CHR-2). REFER TO CHILLER PIPING DETAIL FOR ENLARGED VIEW OF PIPING AND APPURTENANCES REQUIRED AT CHILLER, I.E. SYSTEM BYPASS, FLOW SWITCH, SHUTOFF VALVES, CHECK VALVES, PETE'S PLUGS AND PRESSURE GAUGES. STARTUP SHALL BE PROVIDED BY FACTORY CERTIFIED TECHNICIAN.
- PROVIDE AND INSTALL NEW CHILLED WATER PIPING, TIE-INTO EXISTING SYSTEM AS NOTED.
- NEW 3 WAY MOTORIZED VALVE.
- NEW CHECK VALVE TO BE INSTALLED IN EXISTING PIPING.
- NEW AIR SEPARATOR. SEE HYDRONIC NOTES FOR SPECIFICATIONS AND DETAILS.
- EXISTING 208V-3 PHASE TRANSFORMER.
- EXISTING EXPANSION TANK TO REMAIN. EXISTING MAKEUP WATER PIPING TO THE SYSTEM SHALL REMAIN AND BE REUSED. EXISTING PRESSURE GAUGES, PRESSURE REDUCING VALVES, PIPING, CHECK VALVES, ETC. TO BE REPLACED IN MAKEUP WATER SYSTEM.
- EXISTING AIR SEPARATOR TO REMAIN.
- EXISTING CHEMICAL FEED TANK TO REMAIN.
- SECONDARY BUILDING PUMP TO BE RETROFITTED, REPAIRED AND PROVIDED WITH GENERAL MAINTENANCE PER CHILLED WATER PUMP SCHEDULE INCLUDING NEW 10 HP MOTORS, REVISED WATER FLOW AND VFD.
- CONTRACTOR TO REPAIR EXISTING CHR-1 BACNET INTERFACE CONTROLLER.

GENERAL NOTE: ALL NEW DDC CONTROLS CONNECTED TO NEW BUILDING AUTOMATION SYSTEM IS TO BE PROVIDED FOR THE ENTIRE CHILLER PLANT INCLUDING BACNET CONTROLLERS FOR EACH CHILLER, PUMPS, VALVES WITH THIS RENOVATION. SEE CONTROLS SCHEMATIC FOR DETAILS OF NEW CONTROL SYSTEM REQUIREMENTS.



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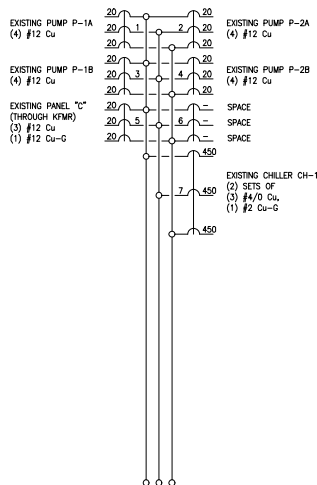
EXISTING PANEL "C"		
EXISTING RECEPTACLES	=	0.2 KVA
CONTROLS	=	1.0 KVA
	=	1.2 KVA
	(3 x 208) ÷	360 V
45 AMPS EXISTING	=	3.3 AMPS
15 KVA XFMR EXISTING	=	1.2 KVA
	(3 x 480) ÷	831 V
15 AMPS EXISTING	=	1.4 AMPS

EXISTING PANEL "CP"		
EXISTING LOADS		
PANEL "C"	=	1.2 KVA
CHILLER CH-1	=	259.1 KVA
PUMP PACKAGE P-1	=	23.3 KVA
PUMP PACKAGE P-2	=	18.3 KVA
SUB-TOTAL	=	301.9 KVA
REMOVED LOADS		
PUMP PACKAGE P-2	=	-18.3 KVA
SUB-TOTAL	=	283.6 KVA

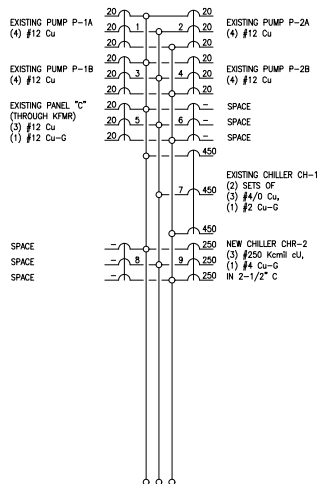
NEW LOADS			
CHILLER CHR-2 (193.3 KVA)	=		*** KVA
PUMP PACKAGE P-2	=		23.3 KVA
		=	306.9 KVA
	($\sqrt{3} \times 208$)	+	831 V
500 AMPS EXISTING	=		369.1 AMPS

*** NOTE: THE CHILLERS ARE NON-COINCIDENT LOADS AS THE CONTROLS ONLY PERMITS ONE TO RUN AT A TIME. ONLY THE LARGER CHILLER IS REFLECTED IN THE

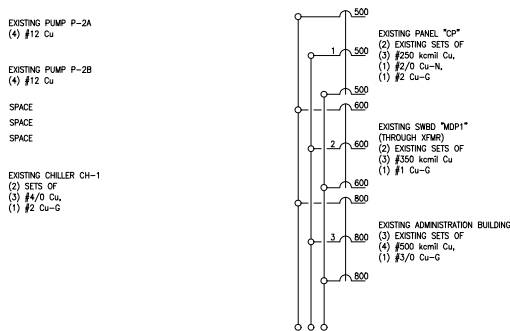
<u>EXISTING PANEL "G"</u>	
PANEL "CP"	= 306.9 KVA
EXISTING CAMPUS LOAD (213 KW PER FP&L) @ 125%	= 266.3 KVA
ADMINISTRATION BLDG	= 510.0 KVA
	= 1083.1 KVA
	($\div 3 \times 208$) = 831 V
2,000 AMPS EXISTING	= 1302.8 AMPS



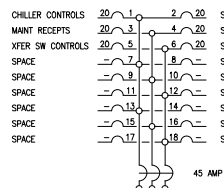
EXISTING PANEL "CP" SCHEDULE
600 AMP BUS - MLO - 277/480V - 3 PHASE - S/N
SURFACE MOUNTED - NEMA 3R - 28X OF BRANCH BREAKER SPACE
PANEL BOARD (EATON PRL4) WITH COPPER BUS



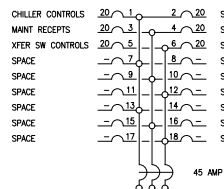
REWORKED PANEL 'CP' SCHEDULE
600 AMP BUS - MILO - 277/480V - 3 PHASE - S/N
SURFACE MOUNTED - NEMA 3R - 28X OF BRANCH BREAKER SPACE
PANEL BOARD (EATON PRL4) WITH COPPER BUS



EXISTING SWBD 'G' SCHEDULE
2,000 AMP BUS - MLO MCB - 277/480V - 3 PHASE - S/N
SURFACE MOUNTED - NEMA 3R
SWITCH BOARD (EATON)



EXISTING PANEL 'C' SCHEDULE
100 AMP BUS - MCB - 120/208V - 3 PHASE - 5/N
18 CIRCUIT - SURFACE MOUNTED - NEMA 3R
PANEL BOARD (EATON PRL2) WITH COPPER BUS



REWORKED PANEL 'C' SCHEDULE
100 AMP BUS - MCB - 120/208V - 3 PHASE - S/N
18 CIRCUIT - SURFACE MOUNTED - NEMA 3R
PANEL BOARD (EATON PRL2) WITH COPPER BUS

GENERAL ELECTRICAL NOTES AND REQUIREMENTS

1. GENERAL INSTALLATION REQUIREMENTS

A. THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH THE 2020 FLORIDA BUILDING CODE, THE FLORIDA FIRE PREVENTION CODE (SEVENTH EDITION) WITH CHAPTER 604-60.5 APPLICABLE NFPA CODES WHICH INCLUDES THE 2017 NFPA (NFPA - 70) AND THE 2018 LIFE SAFETY CODE (NFPA - 101) FLORIDA EDITION.

THE INSTALLATION OF THE SYSTEMS SHALL BE IN ACCORD WITH THE MATERIALS AND METHODS INDICATED IN THE PLANS AND SPECIFICATIONS, ANY DESIRED VARIATIONS SHALL BE SUBMITTED (IN WRITING) TO AND APPROVED BY THE ENGINEER. IF NOT INCLUDED IN THE SUBMITTALS AND NOT SPECIFICALLY REQUESTED, MATERIALS AND METHODS SHALL BE PROVIDED PER PLANS AND SPECIFICATIONS.

THE CODES REPRESENT THE MINIMUM INSTALLATION CRITERIA FOR THE PROJECT. IT IS THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO ACHIEVE THE DESIGN DOCUMENTS SO LONG AS THEY DO NOT INDICATE INSTALLATIONS THAT WILL PRESENT CODE VIOLATIONS. NO ADDITIONAL CHARGES WILL BE APPROVED OR ACCEPTED TO CHANGE THE INSTALLATION IN ORDER TO COMPLY WITH CODE OR TO RETROFIT ANY WORK THAT WAS INSTALLED IN VIOLATION OF A CODE.

B. WORK SHALL INCLUDE ALL LABOR, MATERIALS, PERMITS AND COSTS FOR INSTALLATION OF A COMPLETE ELECTRICAL SYSTEM.

THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL CONDUITS, AND BACK BOXES AS MAY BE REQUIRED FOR INSTALLATION OF THE LOW VOLTAGE SYSTEMS, AND FOR ALL CONNECTIONS TO THE 120 OR 277 VOLT POWER SOURCES.

C. IT IS NOT THE PURPOSE OF THESE PLANS TO SHOW ALL DETAILS OF CONSTRUCTION, ONLY THE INTENT. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR THE PURCHASE AND INSTALLATION OF ALL ITEMS SUCH AS HARDWARE, J-BOXES, CONDUITS AND FITTINGS, ETC. AS NECESSARY FOR A COMPLETE ELECTRICAL SYSTEM IN WORKING ORDER.

D. CONTRACTOR IS RESPONSIBLE FOR PROVIDING COMPLETE BIDS BASED UPON THE ENTIRE SET OF CONSTRUCTION DOCUMENTS. THIS EXTENDS TO ALL DEVICES ADJUSTED ON PLANS AND ALL EQUIPMENT REQUIRED TO SUPPORT THOSE DEVICES. IF FOR ANY REASON, THE INTENT OF THE ENGINEER, ARCHITECT OR CLIENT IS UNCLEAR, THE CONTRACTOR IS TO GET CLARIFICATION PRIOR TO PROVIDING A BID. IF THE CONTRACTOR FAILS TO DO SO, THE CONTRACTOR SHALL BE REQUIRED TO ASSUME ANY ADDITIONAL COSTS INVOLVED IN RESOLVING THE INTENT OF THE ENGINEER, ARCHITECT, OR CLIENT.

E. ALL EQUIPMENT, FIXTURES, ETC. SHALL BE STARTED, TESTED, ADJUSTED AND PLACED IN SATISFACTORY OPERATING CONDITION BY THIS CONTRACTOR WHO SHALL GUARANTEE ALL WORKMANSHIP, MATERIALS AND EQUIPMENT TO BE FREE OF DEFECTS FOR A PERIOD OF (1) ONE YEAR FROM DATE OF OWNED ACCEPTANCE, AND SHALL REPAIR SUCH DEFECTS WITHOUT COST TO THE OWNER. ALL EQUIPMENT SHALL BE COVERED FOR THE DURATION OF THE MANUFACTURER'S WARRANTY, AND THIS CONTRACTOR SHALL FURNISH THE OWNER WITH ALL MANUFACTURER'S WARRANTIES AND WARRANTIES.

F. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH OTHER PARTIES FOR INSTALLATION OF ALL DEVICES. THIS SHALL INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

- ANY INTER-CONNECTIONS BETWEEN ANY OF THE TRADES (MECH, PLUMBING, FIRE ALARM, FIRE PROTECTION, ARCHITECTURE, ETC.).

I. DO NOT SCALE THE ELECTRICAL DRAWINGS, REFER TO EXISTING SITE CONDITIONS FOR EQUIPMENT LOCATIONS.

J. NOTICE TO CONTRACTOR: REVISIONS TO THESE DRAWINGS AND CERTIFICATION THERETO, WHICH MAY BE REQUIRED BY THE APPLICABLE INSPECTION AUTHORITY, BECAUSE OF CONTRACTOR (OR OTHERS) OPTED REVISIONS SHALL BE COMPLETED BY THE CONTRACTOR/ENGINEER/S BY THE REQUESTING CONTRACTOR. PAYMENT WILL BE REQUIRED AT TIME OF CERTIFICATION DELIVERY.

K. WITHIN 30 DAYS OF PROJECT COMPLETION, RECORD DRAWINGS (AS BUILT) OF THE PROJECT TO BE PROVIDED BY THE CONTRACTOR/S AND SUBMITTED TO THE OWNER. THESE INTENT INCLUDE (MINIMALLY) A SINGLE LINE AND/OR SCHEDULES AND SCHEDULES AND FLOOR PLANS. IN ADDITION OWNER COPIES OF OPERATIONS MANUALS FOR ALL EQUIPMENT REQUIRING SERVICE WITH NAMES AND ADDRESS, AND CONTACT FOR QUALIFIED SERVICE AGENCY/S.

IT IS HERE NOTED THAT IF THERE ARE NO CONSTRUCTION OBSERVATION ("CO") TRIPS PERFORMED BY THE ENGINEER/S OF RECORD THERE WILL BE NO CERTIFIED PLANS ("AS BUILT") PROVIDED BY THE ENGINEER/S OF RECORD.

2. SUBMITTALS

A. SHOP DRAWINGS SHALL BE PROVIDED FOR ALL ELECTRICAL EQUIPMENT THAT IS TO BE USED ON THIS PROJECT WHETHER OR NOT THE EQUIPMENT IS SPECIFICALLY SPECIFIED IN THESE DOCUMENTS. THIS INCLUDES (BUT IS NOT LIMITED TO) DISTRIBUTION EQUIPMENT, EIGHT FIXTURES, WIRING DEVICES, METERING, CONDUITS, CONDUITS, FITTINGS, BOXES, GROUNDING METHODS, ETC. SHOP DRAWINGS SHALL BE REQUIRED PRIOR TO ORDERING OR ANY INSTALLATION OF EQUIPMENT. ANY EQUIPMENT NOT INCLUDED IN THE SHOP DRAWING SUBMITTALS SHALL BE PROVIDED PER THE PLANS AND SPECIFICATIONS.

B. SUBMITTALS ARE TO BE TOTAL & COMPLETE. INCOMPLETE OR PENDING SHOP DRAWINGS WILL NOT BE REVIEWED. ALL EQUIPMENT (INCLUDING ANY/ALL OPTIONS) SHALL BE CLEARLY SPECIFIED/INDICATED ON THE CUSHNETS INCLUDED IN THE SUBMITTALS. ELECTRONIC SUBMITTALS SUBMITTED ARE ACCEPTABLE, HOWEVER ALL COSTS INCURRED WITH PRINTING SHOP DRAWINGS RECEIVED ELECTRONICALLY SHALL BE REIMBURSED.

C. SHOP DRAWINGS SUBMITTED BY WAY OF AN ELECTRONIC PROJECT MANAGEMENT SYSTEM ARE NOT ACCEPTABLE.

3. WIRING & WIRING METHODS

A. ALL CONDUCTIONS SHOWN ARE TO BE COPPER WITH THIN/THIN, 75°C INSULATION, UNLESS NOTED OTHERWISE.

B. ALL WIRING DEVICE, EQUIPMENT TERMINALS, SPLITTING SYSTEMS, ETC. SHALL BE RATED FOR 75°C CONDUCTIONS.

C. AS DESIGNED, THE SYSTEM VOLTAGE DROPS ARE LESS THAN 2% FOR FEEDERS AND 3% FOR THE BRANCH CIRCUITS.

D. ALL ELECTRICAL CONDUITS NOT CONTAINING SPECIFIED CONDUCTIONS SHALL HAVE A PULL WIRE INSTALLED.

WIRING TO BE:

- 18G CONDUIT AND CONDUCTIONS ABOVE GROUND
- 16G CONDUIT AND CONDUCTIONS UNDERGROUND AND IN SLAB
- 12G CONDUITS ARE NOT ALLOWED UNDER ANY CIRCUMSTANCE
- 100 - NO ALUMINUM CONDUITS OR CABLES ARE ALLOWED.

F. ALL CONNECTIONS TO EQUIPMENT SUBJECT TO VIBRATIONS (TRANSFORMERS, MOTORS, AIR HANDLERS, ETC.) ARE TO BE MADE USING FLEXIBLE CONDUITS; DRY LOCATIONS: LIQUID TIGHT FLEXIBLE METAL CONDUIT "LMC" (STEEL) W/ LOCATIONS: LIQUID TIGHT FLEXIBLE NON-METALLIC CONDUIT "LTC-N" (PVC) WITH SMOOTH WALLS. ALUMINUM VERSIONS ARE NOT PERMITTED.

G. CABLEING SHALL BE IDENTIFIED USING SELF-ADHESIVE LABELING. MATERIAL SHALL BE PERMANENTLY FLEXIBLE AND UNPAIRED WITH CLEAR, ALL-WEATHER, CHEMICAL & UV RESISTANT FILM. EDGES SHALL BE LAMINATED WITH MATCHING TAPE TO PROTECT LABEL. EDGES VISIBLE SHALL BE PRE-PRINTED BY MACHINE. LABELS SHALL BE AFFIXED AT EVERY LOCATION ACCESSIBLE.

- POWER CONDUCTIONS SHALL HAVE ADHESIVE TYPE 3M™ LABELS APPLIED INDICATING PANEL & CIRCUIT OF ORIGIN.
- LOW VOLTAGE CABLEING SHALL HAVE SIMILAR TYPE 3M™ LABELS APPLIED INDICATING TERMINATING DEVICE NUMBER.

I. INSULATED CONDUCTIONS SIZES #6 AND SMALLER SHALL HAVE FACTORY COLOR CODED INSULATION. SIZES #4 AND LARGER MAY BE EITHER FACTORY CODED OR CODED BY TYPE. COLOR TYPE SHALL BE APPLIED TO ALL CONDUCTIONS AT 1" INTERVALS, WITH 6" MINIMUM "SWITCHES". COLORING SHALL BE AS FOLLOWS:

120/208 VOLT THREE PHASE BY PHASE = BLACK/RED/BLUE
N/Ø = WHITE/GREEN
277/480 VOLT THREE PHASE BY PHASE = BROWN/ORANGE/YELLOW
N/Ø = GREEN/GREEN + YELLOW STRIPES

COLOR CODING AND MARKING TAPE SHALL BE 3 MIL, SELF-ADHESIVE, 1 TO 2 INCHES WIDE.

4. EQUIPMENT

A. NO "WAFER" OR "PUSHBACK" BREAKERS PERMITTED.

B. A/C AIR HANDLER AND CONDENSING UNIT CIRCUIT BREAKERS MUST BE UL LISTED AS "HACR" RATED IN ORDER TO USE NON-AUTO DISCONNECTS AT HVAC EQUIPMENT. BRANCH CIRCUIT BREAKERS AT DISTRIBUTION PANEL SHALL BE INSTALLED IN ACCORDANCE WITH THE EQUIPMENT NAME PLATE REQUIREMENTS.

C. ELECTRICAL EQUIPMENT SHALL BE IDENTIFIED USING ENGRAVED, UNPAINTED ACRYLIC OR MELANINE LABELS PREPUNCHED OR PREDRILLED FOR RIVETING TO EQUIPMENT. WHITE LETTERS ON A DARK GRAY BACKGROUND WITH MINIMUM LETTER SIZE TO BE 3/8".

ALL EQUIPMENT LISTED OTHER THAN 1 SHALL HAVE STENCIL TYPE LABEL PRINTED OUTSIDE ENCLOSURE. LETTERING TO BE 1" MINIMUM IN HEIGHT AND BE OF CONTRASTING COLOR OF ENCLOSURE.

D. PANEL SCHEDULES SHALL BE MACHINE PRINTED ON EACH CIRCUIT CLEARLY IDENTIFIED. THE SCHEDULE SHALL (AT MINIMUM) CONTAIN THE FOLLOWING INFORMATION: CIRCUIT DESCRIPTION (INCLUDING "SWITCH" OR "SPACER"), PANEL DESIGNATION, SERVICE/FEEDER ORIGIN, SIZE OF SERVICE/FEEDER CONDUCTIONS, VOLTAGE, PHASE, AND BUS SIZE.

THE ELECTRICAL CONTRACTOR SHALL UPDATE THE DIRECTORY OF ANY EXISTING PANEL BEING USED FOR THIS RENOVATION. THE NEW DIRECTORY SHALL INCLUDE ALL INFORMATION AS PREVIOUSLY REFERENCED AND SHALL INCLUDE ACCURATE BRANCH CIRCUIT DESCRIPTIONS OF EXISTING BRANCH CIRCUITS. THE ELECTRICAL CONTRACTOR SHALL TRACE EXISTING CIRCUITRY AS NECESSARY TO PROVIDE THE NEW AND ACCURATE DIRECTORY.

ABBREVIATIONS

AC	ALTERNATING CURRENT	KVA	KILOVOLT AMPERE
AF/F	ABOVE FINISH FLOOR/GRADE	KW	KILOWATT
AMP	AMPS INTERRUPTING CAPACITY	LTS	LIGHT/S
ATS	AUTOMATIC TRANSFER SWITCH	NBR	NEW BR (BOTH TIGHT CONNECTIONS)
B	BOND	N/Ø	NEUTRAL
CB	CIRCUIT BREAKER	NP	NON-PROTECTED
CU	COPPER	P	POWER
DC	DIRECT CURRENT	RS	ROOF STEEL CONDUIT
DISC	DISCONNECT	S/N	SOLID NEUTRAL
FCA	FALLT CURRENT AVAILABLE	SWBD	SWITCH BOARD
FPL	FLORIDA POWER & LIGHT	TRF	TRANSFORMER
FS	FUSED SWITCH	UN	UNLESS NOTED OTHERWISE
G	GROUND	UG	UNDERGROUND
GFY/FO	GROUND FAULT CIRCUIT INTERRUPTER	UL	UNDERWRITERS LABORATORIES
HP	HORSE POWER	WP	WEATHER PROOF
		MR	MEASUREMENT RESISTANT

ELECTRICAL SYMBOL LEGEND

NOTES & LINEWORK

A-1,3,5 ——— PANEL AND CIRCUIT NUMBER DESIGNATION.

(H) SPECIFIC NOTE RELATIVE TO SINGLE CALL OUT. SEE SPECIFIC NOTE REGARDING. THESE NOTES ARE PROJECT WIDE.

(I) KEY NOTE. SEE KEY NOTES ON EACH SHEET. THESE NOTES ARE ONLY APPLICABLE TO THOSE SHEETS ON WHICH THEY APPEAR.

----- CONDUIT RUN (CONCEALED)

----- CONDUIT RUN (IN SLAB OR GRADE)

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CERTIFICATE OF AUTHORIZATION #6032
JOSEPH W. BRIGHTON, PE #43499
MARK A. BRANT, PE #54692

SPECIFIC NOTES

2. VERIFY ROUGH-IN LOCATIONS, TYPE OF CONNECTION, AND AMPACITY REQUIRED FROM AVAILABLE EQUIPMENT DRAWINGS PRIOR TO INSTALLING ANY CONDUIT, CONDUCTIONS, OR BOXES. THIS EQUIPMENT IS FURNISHED AND PHYSICALLY INSTALLED BY "OTHERS". ALL ELECTRICAL CONNECTIONS EXTERNAL TO THE EQUIPMENT SHALL BE MADE BY THE ELECTRICAL CONTRACTOR. WIRE, CONDUITS, RECEPTACLES, PIG TAILS, DISCONNECTS, AND ETC. MAY BE REQUIRED SHALL BE FURNISHED BY THE ELECTRICAL CONTRACTOR. **NOTE: INCLUDE WORKMANSHIP IN PRICING.

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LEE COUNTY MOSQUITO CONTROL DISTRICT
CHILLER REPLACEMENT
15159 HOMESTEAD ROAD
EHIGH ACRES, FL 33471



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100% CD
08 - 11 - 2023

1. *Journal of the American Medical Association*, 2000; 284: 2689-2694.

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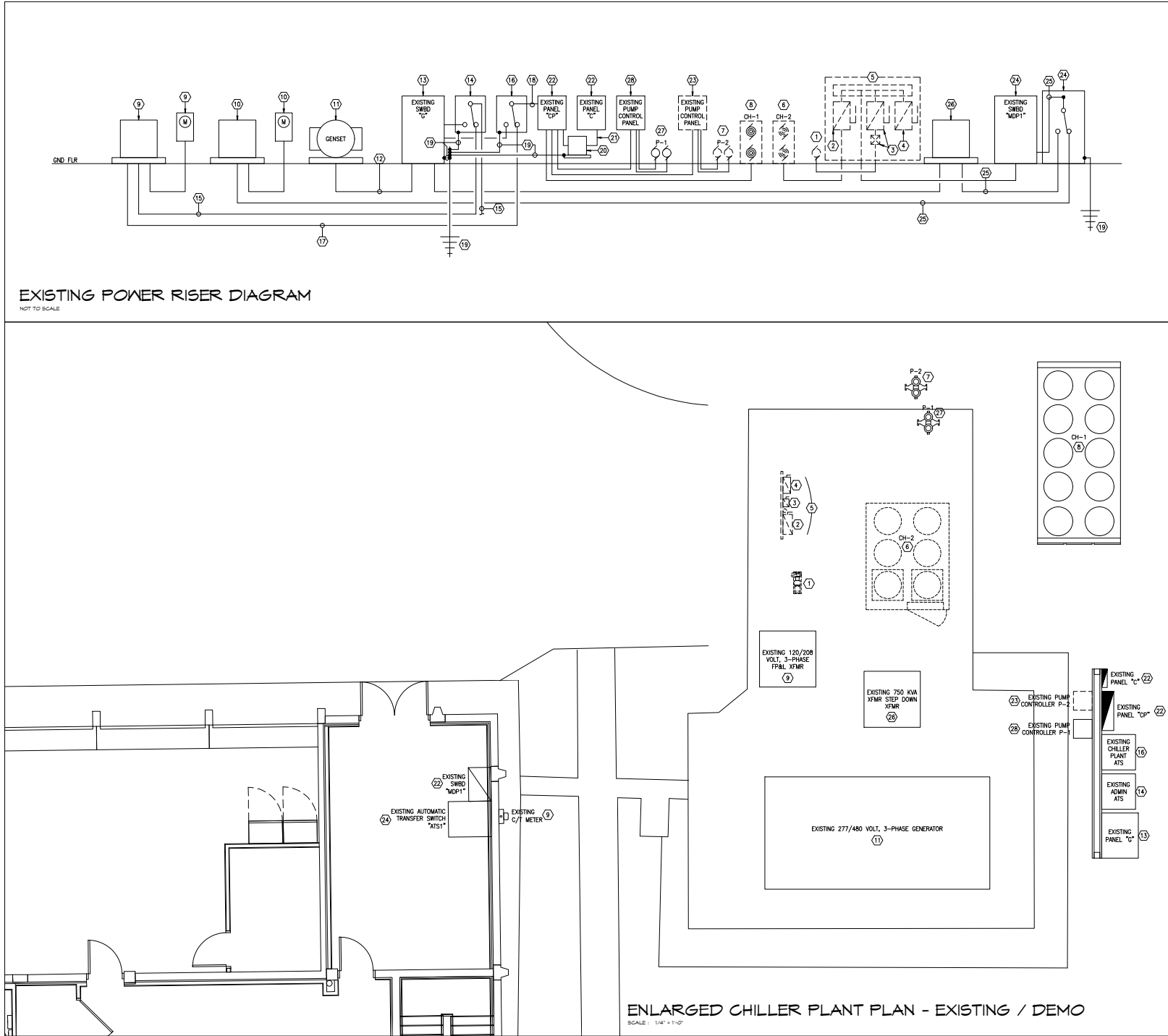
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PROJECT NO. 2022-127

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Joseph W Broughton
Digitally signed by Joseph W Broughton
Date: 2023.08.14 11:35:25 -04'00'



EXISTING POWER RISER DIAGRAM
NOT TO SCALE

ENLARGED CHILLER PLANT PLAN - EXISTING / DEMO
SCALE: 1/8" = 1'-0"

KEY NOTES

- EXISTING 7.5 HP PUMP TO BE REMOVED. REMOVE ALL CONDUCTORS TO THEIR SOURCE.
- EXISTING 400 AMP FUSED SWITCH FOR EXISTING CHILLER IS TO BE REMOVED. REMOVE ALL CONDUIT AND CONDUCTORS TO THEIR SOURCE.
- EXISTING 100 AMP FUSED SWITCH AND MOTOR STARTER FOR EXISTING PUMP IS TO BE REMOVED. REMOVE ALL CONDUIT AND CONDUCTORS TO THEIR SOURCE.
- EXISTING 200 AMP FUSED SWITCH (SPARE) IS TO BE REMOVED. REMOVE ALL CONDUIT TO THEIR SOURCE.
- EXISTING WIRE TROUGH, EQUIPMENT BACKING, EMPTY CONDUITS, ETC. ARE TO BE REMOVED. EMPTY FEEDER CONDUIT IS TO BE CUT FLUSH WITH CONCRETE PAD AND FLOODED.
- EXISTING 208 VOLT, 70 TON CHILLER IS TO BE REMOVED. REMOVE ALL CONDUIT AND CONDUCTORS TO THEIR SOURCE.
- EXISTING 7.5 HP PUMPS ARE TO BE REPLACED.
- EXISTING CHILLER IS TO REMAIN AS-IS.
- EXISTING 120/208 VOLT, 3-PHASE FPML XFMR AND ASSOCIATED C/T METERING IS TO REMAIN AS-IS.
- EXISTING 277/480 VOLT, 3-PHASE FPML XFMR AND ASSOCIATED C/T METERING IS TO REMAIN AS-IS.
- EXISTING 1,000 KW, 277/480 VOLT, 3-PHASE DIESEL GENERATOR WITH 1,500 AMP GENSET MOUNTED ON IS TO REMAIN AS-IS.
- EXISTING FEEDER COMPRISED OF (4) SETS OF #500 kcmil Cu, NO CHANGES.
- EXISTING SWBD IS TO REMAIN AS-IS, NO CHANGES.
- EXISTING 800 AMP ADMINISTRATION BUILDING ATS TO REMAIN AS-IS, NO CHANGES.
- EXISTING 800 AMP ADMINISTRATION BUILDING SERVICE AND FEEDER ARE TO REMAIN AS-IS, NO CHANGES.
- EXISTING 500 AMP, CHILLER PLANT TRANSFER SWITCH TO REMAIN AS-IS, NO CHANGES.
- EXISTING CHILLER PLANT SERVICE COMPRISED OF (2) SETS OF (3) #250 kcmil Cu, (1) #2/0 Cu-N IS TO REMAIN AS-IS, NO CHANGES.
- EXISTING CHILLER PLANT FEEDER COMPRISED OF (2) SETS OF (3) #250 kcmil Cu, (1) #2/0 Cu-N, (1) #2 Cu-G IS TO REMAIN AS-IS, NO CHANGES.
- EXISTING GROUNDING ELECTRODE SYSTEM AND GROUNDING ELECTRODE CONDUCTORS ARE TO REMAIN AS-IS, NO CHANGES.
- EXISTING 15 KVA, 480-120/208 VOLT, 3-PHASE STEP DOWN XFMR IS TO REMAIN AS-IS, NO CHANGES.
- EXISTING PANEL "C" FEEDER COMPRISED OF (5) #8 Cu IS TO REMAIN AS-IS, NO CHANGES.
- EXISTING SWBD / PANEL TO BE REWORKED, SEE PANEL SCHEDULES FOR FURTHER DETAILS.
- EXISTING PUMP CONTROLLER TO BE REPLACED, COORDINATE ALL DETAILS WITH MECHANICAL CONTRACTOR.
- EXISTING 1,600 AMP, CAMPUS ATS TO REMAIN AS-IS, NO CHANGES.
- EXISTING 1,600 AMP, CAMPUS SERVICE AND FEEDER TO REMAIN AS-IS, NO CHANGES.
- EXISTING 750 KVA, 480-120/208 VOLT, 3-PHASE STEP DOWN XFMR TO REMAIN AS-IS, NO CHANGES.
- EXISTING 10 HP PUMPS ARE TO REMAIN AS-IS, NO CHANGES.
- EXISTING CONTROLLER FOR PUMP PACKAGE P-1 IS TO REMAIN AS-IS, NO CHANGES.

LEE COUNTY MOSQUITO CONTROL DISTRICT
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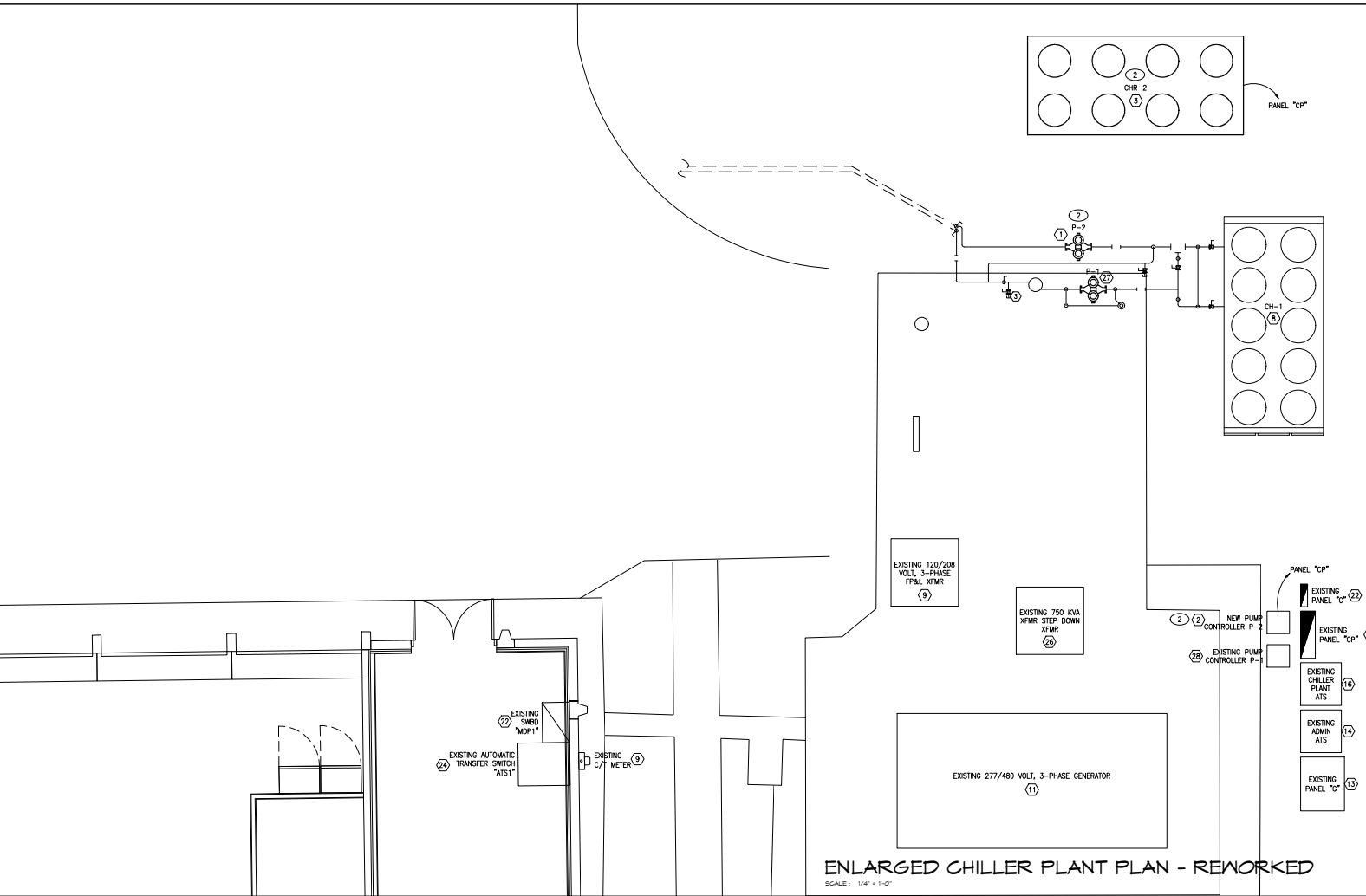
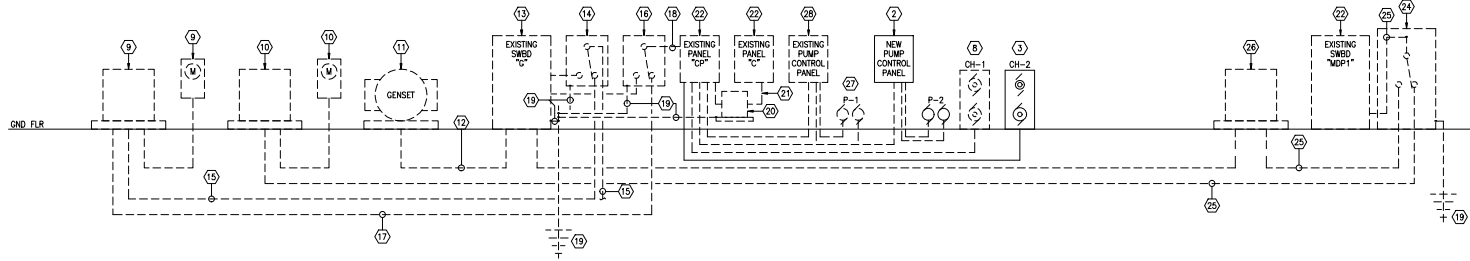
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PROJECT NO. 2023-121

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EXISTING POWER RISER DIAGRAM
NOT TO SCALE



ENLARGED CHILLER PLANT PLAN - REWORKED
SCALE: 1/4" = 1'-0"

KEY NOTES

- EXISTING 7.5 HP PUMPS ARE TO BE REPLACED WITH 10 HP PUMPS, REUSE EXISTING CONDUCTORS FOR NEW PUMPS. COORDINATE ALL DETAILS WITH MECHANICAL CONTRACTOR.
- EXISTING PUMP CONTROLLER P-2 IS TO BE REPLACED WITH NEW. TERMINATE PUMP CONDUCTORS AND BRANCH CIRCUITS TO NEW VFD. REUSE EXISTING BRANCH CIRCUIT AND BRANCH CIRCUIT CONDUCTORS FOR NEW CONTROLLER. COORDINATE ALL DETAILS WITH MECHANICAL CONTRACTOR.
- NEW CHILLER, SINGLE POINT POWER CONNECTION WITH INTEGRAL SERVICE DISCONNECT.
- NOT USED.
- NOT USED.
- NOT USED.
- NOT USED.
- EXISTING CHILLER IS TO REMAIN AS-IS.
- EXISTING 120/208 VOLT, 3-PHASE FP&L XFMR AND ASSOCIATED C/T METERING IS TO REMAIN AS-IS.
- EXISTING 277/480 VOLT, 3-PHASE XFMR AND ASSOCIATED C/T METERING IS TO REMAIN AS-IS.
- EXISTING 1,000 KW, 277/480 VOLT, 3-PHASE DIESEL GENERATOR WITH 1,500 AMP GENSET MOUNTED CB IS TO REMAIN AS-IS.
- EXISTING FEEDER COMPRISED OF (4) SETS OF #500 kcmil Cu, NO CHANGES.
- EXISTING SWBD IS TO REMAIN AS-IS, NO CHANGES.
- EXISTING 800 AMP, ADMINISTRATION BUILDING ATs TO REMAIN AS-IS, NO CHANGES.
- EXISTING 800 AMP, ADMINISTRATION BUILDING SERVICE AND FEEDER ARE TO REMAIN AS-IS, NO CHANGES.
- EXISTING 600 AMP, CHILLER PLANT TRANSFER SWITCH TO REMAIN AS-IS, NO CHANGES.
- EXISTING CHILLER PLANT SERVICE COMPRISED OF (2) SETS OF (3) #250 kcmil Cu, (1) #2/0 Cu-N, IS TO REMAIN AS-IS, NO CHANGES.
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- EXISTING SWBD / PANEL TO BE REWORKED, SEE PANEL SCHEDULES FOR FURTHER DETAILS.
- NOT USED.
- EXISTING 1,600 AMP, CAMPUS ATs TO REMAIN AS-IS, NO CHANGES.
- EXISTING 1,600 AMP, CAMPUS SERVICE AND FEEDER TO REMAIN AS-IS, NO CHANGES.
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AIA[®] Document A201[®] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Chiller Replacement Project

THE OWNER:

(Name, legal status and address)

Lee County Mosquito Control District
15191 Homestead Road
Lehigh Acres, FL 33971

THE ARCHITECT:

(Name, legal status and address)

ADG Architecture, llc
3820 Colonial Blvd
Suite 100
Fort Myers, FL 33966

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in

number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
 - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
 - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - .5 damage to the Owner or a Separate Contractor;
 - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect

timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party

provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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