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Not for Bidding/Construction Purposes

PROJECT MANUAL

ISSUED FOR BID



TETRA TECH

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State of Delaware

DELAWARE ARMY NATIONAL GUARD

**Army Aviation Support Facility -
Electrical System Upgrades**

DEARNG Contract #: 20-2013

New Castle County, Delaware

200-76984-13013

27 August 2014

**AASF ELECTRICAL SYSTEM UPGRADES
AT THE
DELAWARE ARMY NATIONAL GUARD
ARMED FORCES RESERVE CENTER
250 AIRPORT ROAD
NEW CASTLE, DELAWARE 19720**

DEARNG CONTRACT # 20-2013

PROJECT TEAM

OWNER:

State of Delaware
Delaware Army National Guard
Armed Forces Reserve Center
250 Airport Road
New Castle, DE 19720

ARCHITECT/ENGINEER:

Tetra Tech, Inc.
240 Continental Drive
Suite 200
Newark, DE 19713
Phone: 302-738-7551 Fax: 302-454-5989

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ADVERTISEMENT FOR BIDS

Sealed bids for **DEARNG Contract NO. 20 -2013 – AASF Electrical Upgrades**, will be received by the Delaware Army National Guard at the Security Officers desk in the Main Lobby of the Armed Forces Reserve Center, 250 Airport Road, New Castle, Delaware, 19720 until **2:00 PM local time on September 17, 2014**, at which time they will be publicly opened and read aloud in the Multi-Purpose Room.

Bidders are required to show identification at the Guard Booth when entering the site and must sign in at the Security Officers desk once inside. Please allow sufficient time to comply with these requirements. No exceptions. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Project involves replacement and upgrade of the main electrical service equipment at the Delaware Army National Guard, Army Aviation Support Facility (AASF), 33 Corporate Circle, New Castle, Delaware, 19720. Work includes replacing panel boards, low-voltage transformers, underground feeders and associated work.

Attention is called to the construction schedule as detailed in the Contract Documents.

A **MANDATORY** Pre-Bid Meeting will be held on **August 27, 2014, at 11:00 AM** at the AASF, 33 Corporate Circle, New Castle, Delaware, 19720, for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to the Delaware Army National Guard, Armed Forces Reserve Center, 250 Airport Road, New Castle, Delaware, 19720, ATTN: William R. Davis. The outer envelope should clearly indicate: **DEARNG CONTRACT NO. 20 -2013 AASF Electrical Upgrades - SEALED BID – DO NOT OPEN.**

Contract Documents (one hard copy of drawings and specifications and one CD) will be available starting August 18, 2014 and may be obtained at the Pre-Bid Meeting upon receipt of \$150.00 per set/ non-refundable or at the office of the architect, Tetra Tech, Inc., 240 Continental Drive, Suite 200, Newark, Delaware, 19713, PHONE: (302)738-7551. Checks are to be made payable to "Tetra Tech, Inc."

Construction documents will be available for review at the office of the architect, the Delaware Contractors Association and the Associated Builders and Contractors, Delaware.

Minority Business Enterprises (MBE), Disadvantaged Business Enterprises (DBE), Women-Owned Business Enterprises (WBE) and Veteran-Owned Business Enterprises (VBE) will be afforded full opportunity to submit bids on this contract and will not be subject to discrimination on the basis of race, color, national origin or sex in consideration of this award.

Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

END OF ADVERTISEMENT FOR BIDS

STATE OF DELAWARE

DELAWARE ARMY NATIONAL GUARD

INSTRUCTIONS TO BIDDERS**TABLE OF ARTICLES**

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ARTICLE 1: GENERAL

1.1 DEFINITIONS

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 OPTION BID (or OPTION): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.

2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.3 JOINT VENTURE REQUIREMENTS

2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.

2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.

2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a valid Delaware Business License Number with their Bid or shall state that the process of application for a Delaware Business License has been initiated.

2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.

2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.

2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The Issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.

3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.
- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
- 3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

3.4 ADDENDA

- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.
- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES**4.1 PREPARATION OF BIDS**

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

4.2 BID SECURITY

4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

4.3 SUBCONTRACTOR LIST

4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.

4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.4.1 During the performance of this contract, the contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. 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 by the contracting agency setting forth this nondiscrimination clause.

- B. 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, creed, color, sex or national origin."

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000, and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.5.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.

4.5.3 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

4.5.4 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.

4.5.5 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.6 SUBMISSION OF BIDS

4.6.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

4.6.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.

4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

4.6.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

4.6.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

4.7 MODIFICATION OR WITHDRAW OF BIDS

4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS**5.1 OPENING/REJECTION OF BIDS**

5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

- 5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:
- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
 - B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
 - C. The Bidder's written safety plan;
 - D. Whether the Bidder is qualified legally to contract with the State;
 - E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
 - F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.
- 5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.
- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- 5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
 - 5.3.3.2 Evidence of collusion among Bidders.
 - 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
 - 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
 - 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
 - 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
 - 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.

- 5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."
- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Prior to receiving an award, the successful Bidder shall furnish to the Agency proof of State of Delaware Business Licensure. If the Bidder does not currently have a Business License, they may obtain an application by writing to: Division of Revenue, Carvel State Office Building, 820 French Street, Wilmington, DE 19899. A copy of the letter written to the Division of Revenue, sent with your Bid will be adequate proof for your firm to be considered for award until such time as you receive your license.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 BUSINESS DESIGNATION FORM
- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.

7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.

7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

END OF INSTRUCTIONS TO BIDDERS

ELECTRICAL SYSTEM UPGRADES
ARMY AVIATION SUPPORT SYSTEM
DEARNG CONTRACT NO. 20-2013

BID FORM

For Bids Due: _____ (DATE)

To: Delaware Army National Guard
Armed Forces Reserve Center
250 Airport Road
New Castle, DE 19720

Name of Bidder: _____

Delaware Business License No.: _____ **Taxpayer ID No.:** _____

(Other License Nos.): _____

Phone No.: () _____ **Fax No.:** () _____ - _____

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

BASE BID:

\$ _____ (\$)

Not for Bidding/Construction Purposes

ELECTRICAL SYSTEM UPGRADES
ARMY AVIATION SUPPORT SYSTEM
DEARNG CONTRACT NO. 20-2013

BID FORM

I/We acknowledge Addendums numbered _____ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for sixty (60) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based on work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within _____ calendar days of the Notice to Proceed.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address: _____

Witness: _____ By: _____
(SEAL) (Authorized Signature)

(Title)
Date: _____

ATTACHMENTS

- Sub-Contractor List
- Non-Collusion Statement
- Bid Security
- (Others as Required by Project Manuals)

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor **must be listed for each category** where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, it is **required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.**

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Electrical			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

Not For Bidding/Construction Purposes

BID FORM

NON-COLLUSION and EPLS DISCLOSURE STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the State of Delaware, Delaware Army National Guard.

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ If yes, please explain (use separate page and include with Bid Form.)

All the terms and conditions of *DEARNG CONTRACT NO. 20-2013* have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

PHONE NUMBER: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____, NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

STATE OF DELAWARE
DELAWARE ARMY NATIONAL GUARD

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of Delaware
("State"), are held and firmly unto the **State** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to exceed _____
_____ Dollars (\$ _____)

of amount of bid on DELENG Contract No. 20-2013 to be paid to the **State** for the use and benefit of
Delaware National Guard for which payment well and truly to be made, we do bind ourselves, our and each
of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by
these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal**
who has submitted to the Delaware National Guard a certain proposal to enter into this contract for the
furnishing of certain material and/or services within the **State**, shall be awarded this Contract, and if said
Principal shall well and truly enter into and execute this Contract as may be required by the terms of this
Contract and approved by the Delaware National Guard this Contract to be entered into within twenty days
after the date of official notice of the award thereof in accordance with the terms of said proposal, then this
obligation shall be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two
thousand and _____ (20____).

SEALED, AND DELIVERED IN THE
Presence of

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By:

Title

STATE OF DELAWARE

DELAWARE ARMY NATIONAL GUARD

00 52 13 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Standard Form of Agreement Between Owner and Contractor is as stated in the American Institute of Architects Document AIA A101 (2007 Edition) entitled Standard Form of Agreement Between Owner and Contractor and is part of this project manual as if herein written in full.

Copies of the Document are available through the A/E.

A draft copy of this document is included herein as follows.

 **AIA**® Document A101™ – 2007

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)

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

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

test

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

The Owner and Contractor agree as follows.

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

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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
- 10 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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

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

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

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

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 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

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

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that a valid Application for Payment is received by the Architect that meets all requirements of the contract, payment shall be made by the Owner not later than
(Paragraphs deleted)

30 days after the Owner receives the valid Application for Payment.

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

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

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

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

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, 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:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other (Specify)

Any remedies available in law or in equity.

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 A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

Payments are due 30 days after receipt of a valid Application for Payment. After that 30 day period, interest may be charged at the rate of 1% per month not to exceed 12% per annum.

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

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

§ 8.5 The Contractor's representative shall not be changed without ten days written notice to the Owner..

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents)

Init.

unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Not for Bidding/Construction Purposes

STATE OF DELAWARE
DELAWARE ARMY NATIONAL GUARD

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the Delaware National Guard (“**Owner**”) in the amount of _____ (\$ _____); to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as DEARNG Contract No. 20-2013 dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name: _____ By: _____ (SEAL)
Name: _____
(Corporate Seal) Title: _____

SURETY

Name: _____

Witness or Attest: Address: _____

Name: _____ By: _____ (SEAL)
Name: _____
(Corporate Seal) Title: _____

STATE OF DELAWARE
DELAWARE ARMY NATIONAL GUARD

PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the Delaware National Guard (“**Owner**”) in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as DEARNG Contract No. 20-2013 dated the _____ day of _____, 20__ (the “**Contract**”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

Not for Bidding/Construction Purposes

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:



AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER:	OWNER: <input type="checkbox"/>
	DATE:	ARCHITECT: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR: <input type="checkbox"/>
	CONTRACT DATE:	FIELD: <input type="checkbox"/>
	CONTRACT FOR:	OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	_____	0.00
The net change by previously authorized Change Orders	\$	_____	0.00
The Contract Sum prior to this Change Order was	\$	_____	0.00
The Contract Sum will be _____ by this Change Order in the amount of	\$	_____	0.00
The new Contract Sum including this Change Order will be	\$	_____	0.00
The Contract Time will be _____ by _____ () days.			
The date of Substantial Completion as of the date of this Change Order therefore is _____			

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

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

_____ ARCHITECT (Firm name)	_____ CONTRACTOR (Firm name)	_____ OWNER (Firm name)
_____ ADDRESS	_____ ADDRESS	_____ ADDRESS
_____ BY (Signature)	_____ BY (Signature)	_____ BY (Signature)
_____ (Typed name)	_____ (Typed name)	_____ (Typed name)
_____ DATE	_____ DATE	_____ DATE

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
		PERIOD TO:	OWNER: <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
		CONTRACT DATE:	CONTRACTOR: <input type="checkbox"/>
		PROJECT NOS: / /	FIELD: <input type="checkbox"/>
			OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____
5. RETAINAGE:
 - a. _____ % of Completed Work
(Column D + E on G703) \$ _____
 - b. _____ % of Stored Material
(Column F on G703) \$ _____
 Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$ _____
6. TOTAL EARNED LESS RETAINAGE \$ _____
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ _____

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

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

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

ARCHITECT:

By: _____ Date: _____

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



AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):

PROJECT NUMBER: /
CONTRACT FOR:
CONTRACT DATE:

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO OWNER:
(Name and address):

TO CONTRACTOR:
(Name and address):

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$

The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



AIA[®]

Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:

ARCHITECT:

TO OWNER: *(Name and address)*

CONTRACT FOR:

CONTRACTOR:

CONTRACT DATED:

SURETY:

OTHER:

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

CONTRACTOR: *(Name and address)*

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment Yes No

BY: _____
(Signature of authorized representative)

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

 **AIA**® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:

CONTRACT FOR:

ARCHITECT:

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR:

SURETY:

OTHER:

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

on bond of
(Insert name and address of Contractor)

, SURETY,

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

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

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

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)



AIA[®] Document G710[™] – 1992

Architect's Supplemental Instructions

PROJECT (Name and address):

ARCHITECT'S SUPPLEMENTAL
INSTRUCTION NO:

OWNER:

ARCHITECT:

CONSULTANT:

CONTRACTOR:

FIELD:

OTHER:

OWNER (Name and address):

DATE OF ISSUANCE:

CONTRACT FOR:

FROM ARCHITECT (Name and
address):

CONTRACT DATE:

TO CONTRACTOR (Name and
address):

ARCHITECT'S PROJECT NUMBER:

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

ATTACHMENTS:

(Here insert listing of documents that support description.)

ISSUED BY THE ARCHITECT:

(Signature)

(Printed name and title)



AIA[®] Document G714[™] – 2001

Construction Change Directive

PROJECT: *(Name and address)*

DIRECTIVE NUMBER:

OWNER:

DATE:

ARCHITECT:

CONTRACT FOR:

CONSULTANT:

TO CONTRACTOR: *(Name and address)*

CONTRACT DATED:

CONTRACTOR:

ARCHITECT'S PROJECT NUMBER:

FIELD:

OTHER:

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

PROPOSED ADJUSTMENTS

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

- Lump Sum of \$
- Unit Price of \$ per
- As provided in Section 7.3.3 of AIA Document A201-1997
- As follows:

2. The Contract Time is proposed to . The proposed adjustment, if any, is .

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

CONTRACTOR *(Firm name)*

ADDRESS

ADDRESS

ADDRESS

BY *(Signature)*

BY *(Signature)*

BY *(Signature)*

(Typed name)

(Typed name)

(Typed name)

DATE

DATE

DATE



AIA® Document G715™ – 1991

Supplemental Attachment for ACORD Certificate of Insurance 25-S

(This document replaces AIA Document G705, Certificate of Insurance.)

PROJECT (Name and address):

INSURED _____

A. General Liability

- | | Yes | No | N/A |
|--|--------------------------|--------------------------|--------------------------|
| 1. Does the General Aggregate apply to this Project only? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does this policy include coverage for: | | | |
| a. Promises - Operations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Explosion, Collapse and Underground Hazards? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Personal Injury Coverage? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Products Coverage? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Completed Operations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Contractual Coverage for the Insured's obligations in A201? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If coverage is written on a claims-made basis, what is the: | | | |
| a. Retroactive Date? | | | |
| b. Extended Reporting Date? | | | |

B. Worker's Compensation

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1. If the Insured is exempt from Worker's Compensation statutes, does the Insured carry the equivalent Voluntary Compensation coverage? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|

C. Final Payment Information

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 1. Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the requirements of Sections 9.10.2 and 11.1.3 of AIA Document A201, General Conditions of the Contract for Construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. If so, and if the policy period extends beyond termination of the Contract for Construction, is Completed Operations coverage for this Project continued for the balance of the policy period? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

D. Termination Provisions

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 1. Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days notice of cancellation and/or expiration? List below any policies which do not contain this notice. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|

E. Other Provisions

Authorized Representative

Date of Issue

STATE OF DELAWARE

DELAWARE ARMY NATIONAL GUARD

SECTION 00 72 13 – GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2007 Edition) entitled General Conditions of the Contract for Construction and is part of this project manual as if herein written in full.

Copies of the Document are available through the Owner.

A draft copy of this document is included here in as follows



AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
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- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
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- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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

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

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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 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 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

§ 1.2.3 Unless otherwise stated in the Contract Documents, words 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this 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 material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

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

§ 2.2.4 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.

§ 2.2.5 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.

§ 2.3 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.

§ 2.4 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 written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The 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 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 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating 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 make 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 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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 authorized by the Architect in accordance with Sections 3.12.8 or 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

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.

§ 3.6 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 21 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 an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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.

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§ 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 furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 SCHEDULES

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

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work 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 the way by which 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 on which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services 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. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove 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 Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law 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 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.

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

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

§ 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, except as provided in Section 3.3.1.

§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION

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

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

§ 4.2.6 The Architect 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 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken 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, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

§ 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 subcontractors of a separate contractor.

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement 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 in writing; 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 such 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

§ 6.2.3 The 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

- .1 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 7.3.7.

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

§ 7.3.5 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and 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 7.3.7 shall be limited to the following:

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

§ 7.3.8 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or 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 the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate 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 material and equipment 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 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, except as may otherwise be required by law.

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

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

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

§ 9.7 FAILURE OF PAYMENT

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 day written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 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 completion 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 written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

§ 10.2.7 The Contractor shall not 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, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify 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 LIABILITY INSURANCE

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

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents 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 during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, 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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual 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, whether completed or partially completed, of the Owner or separate contractors 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 except that, 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 such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to 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 such assignment.

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

- .1 Issuance of an order of a court or other public authority having jurisdiction 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has 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' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 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 as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

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, 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.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written 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 must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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 such 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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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 15.1.6 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 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. 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 Either party, at its sole discretion, 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 Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.

SECTION 00 73 13 - SUPPLEMENTARY GENERAL CONDITIONS A201-2007

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2007. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
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13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

** Where "Architect" read "Engineer"

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Delete the last sentence in its entirety and replace with the following:

“The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor’s completed Bid and the Award Letter.”

Add the following Paragraph:

1.1.2 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Facilities Management shall take precedence over all other documents.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect’s interpretation.

1.2.5 The word “PROVIDE” as used in the Contract Documents shall mean “FURNISH AND INSTALL” and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.

1.2.6 The word “PRODUCT” as used in the Contract Documents means all materials, systems and equipment.

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Delete Paragraph 1.5.1 in its entirety and replace with the following:

“All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect’s consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for

additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect's consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp."

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

"The Contractor at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities."

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor shall be furnished free of charge up to three (3) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Amend Paragraph 3.2.2 to state that any errors, inconsistencies or omissions discovered shall be reported to the Architect and Owner immediately.

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.

3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

- 3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

- 3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.
- 3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.

3.5 WARRANTY

Add the following Paragraphs:

- 3.5.1 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two (2) years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.
- 3.5.2 Defects appearing during the period of guarantee will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.
- 3.5.3 In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the two (2) years as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.
- 3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.

3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.

3.11.3 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one (1) complete set to each of the Operating and Maintenance Instructions/Manuals.

3.17 In the first sentence of the paragraph, insert “indemnify” between “shall” and “hold”.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

Delete the first sentence of Paragraph 4.2.7 and replace with the following:

The Architect will review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Delete the second sentence of Paragraph 4.2.7 and replace with the following:

The Architect’s action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner’s professional judgment to permit adequate review.

Add the following Paragraph:

4.2.10.1 There will be no full-time project representative provided by the Owner or Architect on this project.

Add to Paragraph 4.2.13 “and in compliance with all local requirements.” to the end of the sentence

ARTICLE 5: SUBCONTRACTORS

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

Delete Paragraph 5.2.3 in its entirety and replace with the following:

- 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, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Paragraph 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

- 6.2.3 In the second sentence, strike the word "shall" and insert the word "may".

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK IN THE GENERAL REQUIREMENTS)

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

- 8.2.1.1 Refer to Specification Section SUMMARY OF WORK for Contract time requirements.

- 8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.

8.3 DELAYS AND EXTENSION OF TIME

- 8.3.1 Strike "arbitration" and insert "remedies at law or in equity"

Add the following Paragraph:

- 8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.

Delete Paragraph 8.3.3 in its entirety and replace with the following:

- 8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1 shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

- 8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract.

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

- 9.2.1 The Schedule of Values shall be submitted using AIA Document G702, Continuation Sheet to G703.
- 9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1% of the initial contract amount.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

- 9.3.1.3 Application for Payment shall be submitted on AIA Document G702 "Application and Certificate for Payment", supported by AIA Document G703 "Continuation Sheet". Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

- 9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.
- 9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

- .8 failure to provide a current Progress Schedule;
- .9 a lien or attachment is filed;
- .10 failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

Delete Paragraph 9.6.1 in its entirety and replace with the following:

9.6.1 After the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment.

9.7 FAILURE OF PAYMENT

In first sentence, strike "seven" and insert "thirty (30)". Also strike "binding dispute resolution" and insert "remedies at law or in equity".

9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3- Add the following sentence:

"If the Architect is required to make more than 2 inspections of the same portion of work, the Contractor shall be responsible for all costs associated with subsequent inspections including but not limited to any Architect's fees."

9.8.5 In the second sentence, strike "shall" and insert "may".

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

10.1.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.

10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

10.5 Delete Paragraphs 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.4 Strike "the Owner" immediately following "(1)" and strike "and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations."

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

Delete Paragraph 11.3 in its entirety and replace with the following:

11.3 The State will not provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide property coverage for their tools and equipment, as necessary. Any mandatory deductible required by the Contractor's Insurance shall be the responsibility of the Contractor.

11.4 PERFORMANCE BOND AND PAYMENT BOND

Add the following sentence: "The bonds will conform to those forms approved by the Office of Management and Budget."

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

- 12.2.2.1.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.
- 12.2.2.1 Strike “one” and insert “two”.
- 12.2.2.2 Strike “one” and insert “two”.
- 12.2.2.3 Strike “one” and insert “two”.
- 12.2.5 In second sentence, strike “one” and insert “two”.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike “except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.”

13.6 INTEREST

Strike “the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.” Insert “30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month.

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

- 13.8.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete Paragraph 14.4.3 in its entirety and replace with the following:

- 14.4.3 In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed, and cost incurred by reason of such termination along with reasonable overhead.

ARTICLE 15: CLAIMS AND DISPUTES

15.1.2 Throughout the Paragraph strike “21” and insert “45”.

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 in its entirety.

15.2 INITIAL DECISION

Delete Paragraph 15.2.5 in its entirety and replace with the following:

15.2.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

15.3.1 Strike “binding dispute resolution” and insert “any or all remedies at law or in equity”.

15.3.2 In the first sentence, delete “administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,” Strike “binding dispute resolution” and insert “remedies at law and in equity”.

15.4 ARBITRATION

Delete Paragraph 15.4 and its sub-sections in its entirety.

END OF SECTION 00 73 13

STATE OF DELAWARE

DELAWARE ARMY NATIONAL GUARD

SECTION 00 73-14 - ADDITIONAL SUPPLEMENTAL GENERAL CONDITIONS

PART 1 GENERAL

1.01 GENERAL CONDITIONS

- A. The General Conditions of the Contract for Construction, AIA Document A201, 1997 edition, Articles 1 through 14 inclusive, is part of this contract and is bound herewith.
- B. Reference to Articles herein are to AIA Document A201.

1.02 SUPPLEMENTARY CONDITIONS

- A. The following provisions modify, change, delete from or add to AIA Document A201. Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these provisions, the unaltered provisions of that article, paragraph, sub paragraph or clause shall remain in effect.

1.03 REFERENCE TO DIVISION 1 - GENERAL REQUIREMENTS

- A. Certain provisions of Division 1, GENERAL REQUIREMENTS supplement the administrative and work-related provisions of the GENERAL CONDITIONS.
- B. Articles affected are cross referenced in the various sections of Division 1.
- C. Throughout the entire document, wherever "Architect" is stated, read "Engineer".

1.04 ARTICLE 1 - CONTRACT DOCUMENTS

- A. Paragraph 1.1 - Basic Definitions

Add the following subparagraph:

1.1.8 Terms and Definitions

The following definitions apply to the terms listed below as used on the Drawings and in the Project Manual.

Approved: Accepted by the Engineer or authority enforcing standards.

Described: Refer to Project Manual.

Specified: Refer to Project Manual.

Shown: Refer to Drawings.

1.05 ARTICLE 3 - CONTRACTOR

A. Paragraph 3.4 - Labor and Materials

Subparagraph 3.4.1 - Add the following sentence:

Refer to Division 1 for detailed requirements concerning Temporary Facilities and Equipment.

Subparagraph 3.4.2 - Add the following sentence:

Refer specifically to Division 1 for detailed procedures regarding substitutions of material and/or equipment.

B. Paragraph 3.7 - Permits, Fees and Notices

Add the following:

3.7.5 Where local law at the site of the building requires a Certificate of Occupancy, the Contractor shall obtain and pay for this Certificate and deliver it to the Owner.

1.06 ARTICLE 5 - SUBCONTRACTORS

A. Paragraph 5.2 - Award of Subcontracts and Other Contracts for Portions of the Work.

Add the following subparagraphs:

5.2.6 For Public Works Contracts, the Contractor shall not subcontract, sublet, sell, transfer...work or materials to an organization other than their own...without written permission from the State. In case such permission is given, the Contractor will be permitted to subcontract or sublet a portion thereof but shall perform with their own organization, work amounting to not less than ten percent (10%) of the total contract bid price, exclusive of General Condition Items, Overhead, and Profit.

1.07 ARTICLE 8 - TIME

A. Paragraph 8.1.2

Add the following:

The Contractor shall begin work within ten (10) days following receipt of an Official Purchase Order issued by the State of Delaware.

1.08 ARTICLE 11 - INSURANCE

A. Paragraph 11.5 - Performance Bond and Payment Bond

Add the following subparagraphs:

11.5.3 Prior to delivery of the executed contract, the Contractor must deliver to the Owner an executed performance bond in the amount of 100% of the accepted bid as security for the faithful performance of their contract and include the one year guarantee; and an executed labor and material payment bond in the amount of 100% of the accepted bid as security for the payment of all persons performing labor or furnishing materials in connection therewith and conditioned that the Contractor shall well and faithfully pay all daily labor employed by their firm for this contract in full once each week. Performance and payment bond may be in a combined form. The bonding company's standard forms are acceptable provided all coverage requirements are included. Consent of Surety must be included.

11.5.4 Bonds are to be in favor of the Owner and shall be paid for by the Contractor and furnished by a surety company licensed in the State of Delaware. The Owner has the right to demand proof that the parties signing the bonds are duly authorized to do so.

1.09 ARTICLE 15 - PREFERENCE FOR DELAWARE LABOR

A. 15.1 The Contractor shall comply with the following provisions of **Delaware Code**, Title 29, Chapter 69, Section 6962:

In the construction of all public works for the State or any political subdivision or by persons contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics, shall be given to bona-fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. Each Public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any person, company, or corporation who violates this Section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.

15.2 **Preference for Delaware Labor:** Surety bonds in the amount of 6% of the contract or subcontract price are required for all non-resident contractors for contracts within the State of Delaware in which either:

1. The single contract or subcontract totals \$20,000 or more; or
2. The contract or sub-contract is a "cost-plus" contract whose estimated cost - and - profit totals \$20,000 or more; or
3. The aggregate of two or more contracts or subcontracts in a calendar year totals \$20,000 or more.

The Division of Revenue will accept cash bonds, which may be paid by check on contracts not exceeding \$100,000.

The Contractor's bond shall be filed before construction commences on any contract upon which a bond is required, pursuant to Title 30 **Delaware Code** Chapter 375 as outlined above.

For licensing requirements, penalties, definitions, information filing and other requirements, bidders shall refer to Technical Information Memorandum 86-10 and Code Sections 375, 2501 and 2503. For additional information, contact 1-800-292-7826.

1.10 ARTICLE 16 - LICENSE, TAX AND STATE LAW REQUIREMENTS

- A. 16.1 In the performance of this Contract the successful bidder is required to comply with all applicable Federal, State and Local laws, ordinances, codes and regulations. The cost of permits, insurance, taxes and other relevant costs required in the performance of the Contract shall be borne by the successful bidder. All Delaware Laws in reference to construction shall be as binding as though quoted in full herein and their application shall be fully adhered to by all parties affected hereby. The Contractor shall furnish upon request any or all of the referenced items.
- B. 16.2 All bidders shall be properly licensed and authorized to transact business in the State of Delaware as provided for in the Delaware Code Title 30, Chapter §2502 and in any and all Delaware Municipalities having jurisdiction to require such licensing within the geographic boundaries of the site (s) where the work is to be performed prior to the execution of any contract resulting from this bid. In the case of contracts in excess of \$50,000.00 which are competitively bid, such person shall have initiated the license application procedure required by this subsection with the Division of Revenue prior to, or in conjunction with, the submission of a bid on a contract, or in the case of a subcontractor, prior to the submission of a bid by the general contractor. Proof of such a license compliance shall be as determined by the Owner or their designee.
- C. 16.3 All bidders for public works projects shall insure that they have met all general contractor and/or subcontractor licensing requirements in accord with the requirement of Title 29 Chapter 6962 prior to submitting a bid.

1.11 ARTICLE 19 - INDEMNIFICATION BY THE CONTRACTOR AND SUBCONTRACTORS

- A. 19.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Architect, the Consulting Engineers and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself including the loss of use resulting therefrom, and (2) is caused in whole or in part by a negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the INDEMNIFICATION BY CONTRACTOR Article.

19.1.2 In any and all claims against the Owner, the Architect, and Consulting Engineers or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

19.1.3.4 The obligations of the Contractor shall not extend to the liability of the Architect, the Consulting Engineers or their agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications or (2) the giving of or the failure to give directions or instructions by the Architect, the Consulting Engineers or their agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

19.2 **INDEMNIFICATION BY THE SUBCONTRACTORS**

19.2.1 Contractor hereby covenants and agrees that it will include the following provisions in all subcontracts entered into by the contractor for performance of any and all portions of the work on the project:

(1) To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, the Architect, the Consulting Engineers and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Subcontractor may be liable regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in the INDEMNIFICATION BY THE SUBCONTRACTORS Article.

a. In any and all claims against the Owner, the Architect, the Consulting Engineers or any of their agents or employees by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or the Subcontractor under workers' or workmen's

compensation acts, disability benefits acts or other employee benefit acts.

- b. The obligation of the Subcontractor under this Article shall not extend to the liability of the Architect, the Consulting Engineers, their agents or employees, arising out of (1) the preparation of approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications, or (2) the giving of or the failure to give direction of instructions by the Architect, the Consulting Engineers, their agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

END OF SECTION 00 73 14

Not for Bidding/Construction Purposes

STATE OF DELAWARE
 DEPARTMENT OF LABOR
 DIVISION OF INDUSTRIAL AFFAIRS
 OFFICE OF LABOR LAW ENFORCEMENT
 PHONE: (302) 451-3423

Mailing Address:
 225 CORPORATE BOULEVARD
 SUITE 104
 NEWARK, DE 19702

Located at:
 225 CORPORATE BOULEVARD
 SUITE 104
 NEWARK, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 14, 2014

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.87	26.94	39.20
BOILERMAKERS	65.47	33.22	48.83
BRICKLAYERS	48.08	48.08	48.08
CARPENTERS	50.91	50.91	40.47
CEMENT FINISHERS	31.52	29.11	21.20
ELECTRICAL LINE WORKERS	43.49	37.29	28.44
ELECTRICIANS	62.10	62.10	62.10
ELEVATOR CONSTRUCTORS	77.78	40.93	30.55
GLAZIERS	65.60	65.60	20.15
INSULATORS	51.48	51.48	51.48
IRON WORKERS	59.62	59.62	59.62
LABORERS	39.75	39.75	39.75
MILLWRIGHTS	63.53	63.53	50.10
PAINTERS	44.94	44.94	44.94
FILEDRIVERS	69.32	37.64	30.45
PLASTERERS	21.60	28.55	17.50
PLUMBERS/PIPEFITTERS/STEAMFITTERS	60.20	45.65	47.28
POWER EQUIPMENT OPERATORS	58.31	58.31	24.13
ROOFERS-COMPOSITION	12.75	19.07	17.63
ROOFERS-SHINGLE/SLATE/TILE	17.59	17.50	16.45
SHEET METAL WORKERS	63.24	63.24	63.24
SOFT FLOOR LAYERS	47.12	47.12	47.12
SPRINKLER FITTERS	52.73	52.73	52.73
TERRAZZO/MARBLE/TILE FNRS	52.50	52.50	45.45
TERRAZZO/MARBLE/TILE STRS	60.28	60.28	52.63
TRUCK DRIVERS	27.90	44.64	20.03

CERTIFIED: 3/17/14

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: 20-2013 AASF Electrical Systems Upgrades at DEARNG, New Castle County

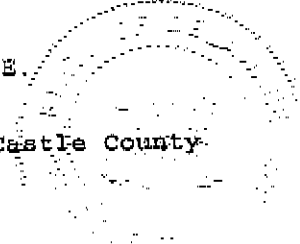


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ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

1.1.1 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 to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work including material purchases shall not begin until the Contractor is in receipt of a bona fide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex or national origin. 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 by the contracting agency setting forth 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, creed, color, sex or national origin."

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all

material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."

- 3.12. The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.

- 4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the Agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

- 4.1.4 Invoking a Performance Bond – The Agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.

- 4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.

- 4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

4.2 FAILURE TO COMPLY WITH CONTRACT

- 4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter

69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

4.4 RIGHT TO AUDIT RECORDS

4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:

- A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
- B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
- C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

- A. Is unqualified to perform the work required;
- B. Has failed to execute a timely reasonable Subcontract;
- C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
- D. Is no longer engaged in such business.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of 10% of said subcontract. The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

*one (1) percent of contract amount not to exceed \$10,000

5.3 ASBESTOS ABATEMENT

5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

5.5 CONTRACT PERFORMANCE

5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.

6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.

7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.

7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.

7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).

7.3.2 “Invoice price” of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the “Means Building Construction Cost Data” publication.

7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor’s own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor’s onsite superintendent/staff, or project manager unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.

8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.

8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

8.4 SUSPENSION AND DEBARMENT

8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, “Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply rate for the project; b) inadequate financial resources; or, c) poor performance on the Project.”

8.4.2 “Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the

Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record.”

8.5 RETAINAGE

8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor’s failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor’s retainage.

8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor’s failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor’s retainage.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.

9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the “presentment” (as opposed to the date of the invoice).

9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

- 9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.
- 9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.
- 9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.
- 9.3 SUBSTANTIAL COMPLETION
- 9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.
- 9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.
- 9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.
- 9.4 FINAL PAYMENT
- 9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):
- 9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,
- 9.4.1.2 An acceptable RELEASE OF LIENS,
- 9.4.1.3 Copies of all applicable warranties,
- 9.4.1.4 As-built drawings,
- 9.4.1.5 Operations and Maintenance Manuals,
- 9.4.1.6 Instruction Manuals,

- 9.4.1.7 Consent of Surety to final payment.
- 9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.

11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the course of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.

11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.

11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.

11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$ 500,000	for each person
	\$1,000,000	for each occurrence
	\$1,000,000	aggregate
Property Damage	\$ 500,000	for each occurrence
	\$1,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	\$ 500,000	for each person
	\$1,000,000	for each occurrence
	\$1,000,000	aggregate
Property Damage	\$ 500,000	for each occurrence
	\$500,000	aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each person
	\$1,000,000	for each occurrence
Property Damage	\$ 500,000	per accident

11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.

11.7.5 Workmen's Compensation (including Employer's Liability):

11.7.5.1 Minimum Limit on employer's liability to be as required by law.

11.7.5.2 Minimum Limit for all employees working at one site.

11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.

11.7.7 Social Security Liability

11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.

11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.

- 11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

- 12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.
- 12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

- 13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.

13.2 DIMENSIONS

- 13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

13.3 LABORATORY TESTS

- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.
- 13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

- 13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Archaeological Board and suspend work in the immediate area for a reasonable

time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

13.5 GLASS REPLACEMENT AND CLEANING

13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

13.6 WARRANTY

13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the Contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The Contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

13.7 REPORTING

13.7.1 Contractor who is awarded contract must report contract amounts awarded to all listed subcontractors. Information to report is included in the chart below. If subcontractor is considered a minority, women or veteran owned business, please identify if they are registered with the State of Delaware, Office of Supplier Diversity.

SUBCONTRACTOR CATEGORY	SUBCONTRACTOR NAME	SUBCONTRACTOR CONTRACT AMOUNT	IS SUBCONTRACTOR MINORITY, WOMEN OR VETERAN OWNED?

13.8 BUY AMERICAN ACT

13.8.1 Section 810 of Article VIII (included elsewhere in this Project Manual) requires compliance with the Buy American Act (41 U.S.C. 10.) The Buy American Act gives preference to domestic end products and domestic construction material. To verify compliance with this Section, Contractor is required to provide proof, acceptable to the Owner, that all major equipment and material installed on the project was manufactured in the United States.

ARTICLE 14: TERMINATION OF CONTRACT

- 14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.
- 14.2 If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement.”

END OF SECTION 00 81 13

SECTION 00 82 13 - ADDITIONAL GENERAL CONTRACTING REQUIREMENTS

PART 1 GENERAL

1.01 GENERAL PROVISIONS

- A. APPLICABLE PROVISIONS of the entire Project Manual including Addenda shall govern this Section as fully as if repeated herein.

1.02 BIDDING AND CONTRACT DOCUMENTS

- A. Reference to specific sections of Bidding and Contract Documents further herein will be by Section number only.

1.03 WORK INCLUDED

- A. Briefly, and without force, it is the intent of this Project Manual and of the accompanying drawings that this Contractor shall provide the following:
1. The purpose of this project is to return the current Paint Room to a fully functional and code compliant painting facility to serve the needs of the Army Aviation Support Facility at the Delaware Army National Guard located in New Castle, Delaware.
 2. The current HVAC equipment serving the Paint Room is original to the building making it approximately forty-five (45) years old. During a Building Addition and Renovation project in 2009 this equipment was disconnected and abandoned in place.
 3. The goal is to provide a proper environment to meet the requirements for the spray painting of various aircraft components in the building.

1.04 WORK NOT INCLUDED

- A. Asbestos Material: If material is encountered which may contain asbestos and must be disturbed, do not touch the material. Notify the Asbestos Section of the Division of Facilities Management in writing. Within fourteen (14) calendar days, the Division of Facilities Management will perform laboratory tests to determine if there is asbestos. If asbestos is not a danger, the Contractor will be directed to proceed without change. If the material is asbestos and must be handled, the Division of Facilities Management will direct a change.

1.05 SECURITY

- A. All wall openings must be secured and weather-proofed at the end of each work day.
- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with work. They shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the work and other persons who may be affected thereby.
 2. All work, materials and equipment to be incorporated therein.
 3. Other property at the site or adjacent thereto.
- C. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property or building materials shall be remedied by the Contractor no matter how such damage or loss is caused.

1.06 MAJOR SUB-CONTRACTORS

- A. Refer to the Bid Form for the listing of Sub-Contractors and Addresses.
- B. For simplicity, all sub-contracts and sub-contractors will be referred to further herein as Contracts and Contractors respectively.

1.07 DRAWINGS AND SPECIFICATIONS

- A. It is the intent of the specifications and drawings to include under each item all materials, apparatus and labor necessary to properly install, equip, adjust and put into perfect operation the respective portions of the installations specified and to so interconnect the various items or sections of the work as to form a complete and properly operating whole.
- B. Any apparatus, machinery, small items not mentioned in detail which may be found necessary to complete or perfect any portion of the installations in a substantial manner and in compliance with the requirements stated, implied or intended shall be furnished without extra cost to the Owner. This shall include all materials, devices or methods peculiar to the machinery, apparatus or systems furnished and installed by the Prime Contractor or any sub-contractor.
- C. In referring to drawings, figured dimensions take precedence over scale measurements. Discrepancies must be referred to the Engineer for decision. Each Contractor shall certify and verify all dimensions before ordering material or commencing work.
- D. Any work called for in the specifications but not mentioned or shown on the drawings, or called for in the drawings but not mentioned in the specifications, shall be provided as though called for in both.
- E. When any device or part of equipment is referred to herein in the singular number, such as "the pump", such reference shall be deemed to apply to as many such devices as required to complete the installation.
- F. The term "Provide" shall mean "Furnish and Install". Neither term will be used generally in these specifications, but will be assumed. The term "Furnish" shall mean to obtain and deliver on the job for installation by other trades.

1.08 CONTINUITY OF SERVICES

- A. Continuous operation of basic services of these facilities during the construction is mandatory. This specifically includes space heating, steam and condensate piping, telephone, storm sewer, domestic hot and cold water services, electrical services, and all security systems.
- B. No action shall be taken by these Contractors that will interrupt any of the existing building services or systems unless previous arrangements have been made five (5) days in advance with the Owner or an authorized representative.
- C. Should any Contractor inadvertently interrupt any service, they shall immediately furnish all labor, including overtime, material and equipment necessary for prompt restoration of such service and/or system at no additional cost to the Owner.

1.09 METHOD OF PROCEDURE

- A. The drawings accompanying these specifications are diagrammatic and intended to cover the approximate and relative location of all material, equipment and systems.
- B. Installation, connection and interconnection of all components of these systems shall be complete and made in accordance with the manufacturers' instructions and best practices.
- C. Each Contractor shall erect all parts of equipment to be furnished by them under their contract at such time and in such manner as not to delay or interfere with other Contractors on the job.
- D. All piping and conduit shall be plugged as required during construction to prevent entrance of dirt and other foreign objects.
- E. Before material is ordered or any work performed, each Contractor shall verify all measurements, including lines, grades, pipes, and conduit work elevations at the building and shall be responsible for the correctness thereof. No extra compensation will be allowed on account of differences between actual dimension and measurements and those indicated in the Contract Drawings. Any discrepancies discovered shall be submitted to the Engineer for consideration before proceeding with the work.
- F. Each Contractor shall lay out their work and be responsible for the establishment of heights, grades, etc., for all interior piping, and conduit, etc., included in Contract Documents, in strict accordance with the intent expressed thereby; and all the physical conditions to be met at the building and finished grade, and shall be responsible for accuracy thereof. The establishment of the location of all work shall be performed in consideration of the finished work. In case of conflict, equipment shall be relocated without cost to the Owner, as directed by the Engineer, regardless of which equipment was installed first.
- G. Each Contractor shall cooperate with other Contractors for the proper securing and anchoring of all work included within these specifications. Extraordinary care shall be used in the erection and installation of all equipment and materials to avoid any damage of the work of other Contractors, as each Contractor will be held financially responsible for all such injury caused by the lack of precaution and due to negligence on the part of their workers.

- H. All piping, conduit and other mechanical and electrical materials and equipment mounted below ceilings are to be kept as close to ceiling as possible unless otherwise noted.

1.10 RESPONSIBILITY FOR DAMAGE AND CARE OF STATE PROPERTY

- A. The Contractor in the performance of this Contract will be held financially responsible for any damage to the grounds, buildings, or equipment caused by them, their subcontractors or employees, or other persons engaged in the performance of the Contract.
- B. Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner accepted in trade circles as the highest level of workmanship. The successful bidder for this work shall be responsible for all damage to other work caused by his workmen or through the neglect of his workmen on the site.
- C. Workmanlike care shall be expected at all times in performing the work. It shall be the responsibility of the successful bidder to repair or replace all damaged property, the damage for which they or anyone working under his direction is responsible.

1.11 MATERIALS AND EQUIPMENT

- A. All materials and equipment shall be new and shall conform to the grade, quality and standards specified herein.
- B. All equipment offered under these specifications shall be limited to products regularly produced and recommended for service ratings in accordance with engineering data or other comprehensive literature made available to the public and in effect at the time of opening of bids.
- C. Items such as valves, motors, starting equipment, vibration isolating devices, and all other equipment and material, where applicable and practicable, shall each be of one manufacturer.
- D. Equipment shall be installed in strict accordance with manufacturers' instructions for type and capacity of each piece of equipment used. The Contractor shall obtain these instructions which will be considered part of these specifications. Type, capacity and application of equipment shall be suitable and shall operate satisfactorily for the purposes intended.

1.12 FASTENINGS AND CLAMPS

- A. Bolts with expansion shields shall not be used as anchor bolts.
- B. All fastenings, clamps and anchors shall be of type made for purpose intended, as follows:
 - 1. Toggle or flat plates in fill with machine screw/bolt fastenings for pre-cast concrete or lath and plaster.
 - 2. Metal expansion shields and machine screws for solid masonry.
 - 3. Lag screws or bolts for wood or material of similar fibrous nature.
 - 4. Screws with wooden or plastic plugs or lead caulking anchors are not acceptable.

1.13 CLEANING

- A. Each Contractor and/or Sub-Contractor who is responsible for execution of individual sections of work shall be responsible for the following:
1. Removal of all lumber, refuse, metal, piping and debris resulting from their work to an on-site location as determined by the Prime Contractor.
 2. Cleaning drippings resulting from their work, etc., from finished work of other trades.
 3. Cleaning, polishing, waxing of their work as required.
- B. After testing and acceptance by the Engineer, each Contractor shall thoroughly clean all material and equipment involved in their Contract to the satisfaction of the Engineer.

1.14 PROTECTION

- A. Exercise every precaution to exclude dust, dirt and all other foreign materials from rooms during construction.
- B. All piping, materials and accessories having finish polished chrome plated surfaces and machine, finished or unpainted surfaces of equipment furnished under these specifications shall be given a thick coat of a non-drying protection grease and carefully covered with thick cloth or heavy building paper held securely in place to protect the finish against damage during the entire period of construction.
- C. All openings in pipes, fittings, conduit, and all other materials shall be effectively sealed to exclude dirt, sand and other foreign materials.
- D. Exercise every precaution to exclude dust, dirt, and all other foreign materials from switchgear rooms, relays, meters and transformer and mechanical equipment rooms during construction. All relays, meters and mechanical equipment contained with electrical components shall be protected with heavy paper held in place with approved mastic tape to exclude fine dust and particles.

1.15 EQUIPMENT DEVIATIONS

- A. Refer to SUBSTITUTIONS Article of Section 00 10 00
- B. Where Prime or Sub-Contractors propose to use an item of equipment other than that specified as the standard of design and construction or detailed on drawings, the provisions of this referenced article shall apply.
- C. Where such approved deviation requires any changes of the structure, partitions, foundations, piping, wiring, or any other part of the Mechanical, Electrical or General Construction Design Documents, all re-design and any new drawings and detailing required therefore, shall with the approval of the Engineer, be prepared and executed by the Contractor at their own expense.

- D. All alternate and/or substitute prices shall include the cost of all items affecting the work of all other trades.

1.16 GUARANTEE

- A. All material, equipment and workmanship provided by each Contractor shall be in first class operating condition in every respect at time of acceptance by Owner. Acceptance by the Owner shall be by letter to this effect written to each Contractor.
- B. Each Contractor shall unconditionally guarantee in writing all materials, equipment and workmanship for a period of two (2) years from date of acceptance by Owner. During the guarantee period each Contractor shall repair or replace, at their own expense, any materials, equipment or workmanship in which defects may develop and they shall also provide free service for all equipment and systems involved in their contract during this guarantee period.
- C. Guarantee shall also include restoration to its original condition of all adjacent work that must be disturbed in fulfilling this guarantee.
- D. All such repairs and/or replacements shall be made without delay and at the convenience of the Owner.
- E. Guarantees furnished by Sub-Contractors and/or equipment manufacturers shall be counter-signed by the related Contractor for joint and/or individual responsibility for subject item.
- F. Manufacturers' equipment guarantees or warranties extending beyond the guarantee period described above shall be transferred to the Owner along with the contractor's guarantees.

1.17 AS-BUILT DRAWINGS

- A. During the course of the work, maintain a record set of drawings on which shall be marked the actual physical location of all piping, valves, equipment, conduit, feeders, outlets, access panels, controls, actuators, etc., including all invert elevations.
- B. Include all Addendum items, response to RFI's (field directives), change order items and underground obstructions.
- C. At project completion, obtain a clean set of prints and AutoCAD 2006/2010 CD'S from the Engineer. Make a set of reproducibles. Neatly transfer all the recorded as-built information on to the reproducibles and AutoCAD 2006/2010 CD.
- D. Provide five (5) prints of these reproducibles, one (1) set for the State Archives, and one (1) set along with the reproducibles themselves and AutoCAD 2006/2010 CD's to Owner. In addition, attach one (1) complete set of prints to each of the Operating and Maintenance Instructions.
- E. In cases where the Prime Contractor or Subcontractors are required to design and/or submit original shop drawing documents, prepared by the respective Contractors for submission to State Agencies (i.e.: sprinkler, fire alarm, etc.), each respective Contractor or Subcontractor shall revise their drawings accordingly and include all As-Built information, thereon. Submit

As-Builts in the same format, (i.e.: One (1) reproducible and three (3) prints) as with the project As-Builts.

END OF SECTION 00 82 13

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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Construction schedule.
4. General requirements of Contract.
5. Owner-furnished products.
6. Access to site.
7. Coordination with other parts.
8. Work restrictions.

1.3 PROJECT INFORMATION

A. Project Identification: DEARNG AASF ELECTRICAL SYSTEM UPGRADE

1. Project Location: New Castle County, Delaware.

B. Owner: Delaware Army National Guard

Address: Delaware National Guard
 Armed Forces Reserve Center
 250 Airport Road
 New Castle, DE 19720

C. Architect: Tetra Tech Inc.

1. Address: 240 Continental Drive, Suite 200, Newark, DE 19713.

D. Project Representative: Bill Davis, DEARNG.

1. Project Representative will provide assistance in administering the Contract for Construction between Owner and Contractor, according to provisions of Division 01 Section, "Project Management and Coordination".

E. Building Code in Effect for Project: International Building Code, 2009.

1. Comply with the following: Unified Facilities Guide Specifications and Unified Facilities Criteria (Whole Building Design Guide).

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:

1. The purpose of this project is to replace and upgrade the main electrical service equipment at the Army Aviation Support Facility at the Delaware Army National Guard located in New Castle, Delaware. This includes replacing the Facility's original Panelboards, Low-voltage Transformers and equipment serving the Hangar, Hangar Support Rooms, Offices and the Cold Storage Building; the existing underground Feeder conductors serving the facility; the original 1978 I.T.E. Imperial Corporation 2000 Amp, 480/277 VAC and 1600 Amp, 208/120 VAC Switchboard (MDP1 through MDP4) and the 300 KVA Transformer. The original Motor Control Center will be removed in its entirety. Upgrade as needed the HVAC Equipment, Fire Alarm, Exit and Emergency Lighting (Life Safety) Systems for the Main Electric Room 139; and repair Switchgear MDP5's Power Management Meter.

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

1.5 CONSTRUCTION SCHEDULE

- A. The Work shall be conducted in accordance with the following schedule:

1. Commencement of construction date: TBD.
2. Substantial Completion date: TBD.
3. Final completion date: TBD.

1.6 GENERAL REQUIREMENTS OF CONTRACT

- A. Electric Power Service from Existing System: Electric power from existing system is available for use. Provide metering, connections and extensions of services as required for construction operations. Separate metering for field offices from that for other construction purposes.

1. Construction Use Charges: Arrange for electric power service use charges for construction purposes to be billed directly from power company to Owner.
2. Field Office Use Charges: Pay electric power service use charges for electricity used for construction field offices (one for Contractor, one for Owner's Project Representative).
 - a. Maximum one 100 A, 240 V, single-phase connection per construction field office. Assume a diversified peak connected load factor of 12 kW.

1.7 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Aprons, Driveways, Walkways and Entrances: Keep aprons, driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule and coordinate with Contracting Officer all deliveries to minimize use of aprons, driveways and entrances by construction operations.
 - b. Schedule and coordinate with Contracting Officer all deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - 2. Do not encumber the site with materials or equipment. Confine stockpiling of materials to the areas directed by the Owner's Representative. If storage is necessary, obtain and pay for such storage beyond the secure perimeter or off site.
 - 3. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment when parked and unattended to prevent unauthorized use. Do not leave such vehicle or equipment unattended with the motor running or the ignition key in place.
 - 4. Parking areas for employees of the Contractor shall be designated in the vicinity of the project, and it shall be the responsibility of the Contractor to require its personnel to park in this designated area and not any area which may interfere with the Owner's normal operations.
 - 5. The Contractor will be briefed informally the first day of work as to applicable protocols.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.8 COORDINATION WITH OCCUPANTS

- A. Owner Occupancy: Owner will occupy site and existing and adjacent buildings during entire construction period with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing aprons, walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Project Representative and approval of authorities having jurisdiction.

2. Notify Project Representative not less than 72 hours in advance of activities that will affect Owner's operations.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to normal business working hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, except as otherwise indicated. Movement of materials is not permitted in Owner-occupied areas during normal business hours, unless otherwise approved by Project's Representative.
 1. Other Weekday Hours: Must be scheduled in advance with the Project's Representative.
 2. Weekend Hours: Must be scheduled in advance with the Project's Representative.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify Project Representative not less than 72 hours in advance of proposed utility interruptions.
 2. Obtain Project Representative's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 1. Notify Project Representative not less than 72 hours in advance of proposed disruptive operations.
 2. Obtain Project Representative's written permission before proceeding with disruptive operations.
- E. Indoor Air Quality (IAQ): Protect existing building's indoor air quality, including control of emissions and moisture control during construction. Develop a construction IAQ management plan to be followed.
 1. Control of Emissions: Provide measures and conduct operations to:
 - a. Protect HVAC systems.
 - b. Protect against emissions from such sources as environmental tobacco smoke, combustion contaminants, biological contaminants, volatile organic compounds (VOCs), formaldehyde, soil gases, pesticides, particles and fibers.
 - c. Provide low- and zero-VOC materials.
 - d. Protect against dust infiltration, especially during dust-producing activities.

- e. Isolate work areas to prevent contamination of clean or occupied spaces.
- f. Continuously maintain and regularly inspect areas and IAQ measures to prevent contamination of building areas.
- g. Provide adequate ventilation, including, but not limited to:
 - 1) Appropriate air filtration, including filter replacement.
- h. Schedule construction operations involving wet products prior to packaged dry products to the greatest extent possible.
- i. Vacuum carpeted and soft surfaces with a high-efficiency particulate arrestor (HEPA) vacuum.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 25 00 – CONTRACT MODIFICATIONS PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section “Allowances” for procedural requirements for handling and processing allowances.

1.3 MINOR CHANGES IN THE WORK

- A. The Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, “Architect’s Supplemental Instructions”.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by the Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change. Refer to procedures outlined in the *Supplementary Conditions* of the Contract.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect. Refer to Procedures outlined in the *Supplementary Conditions* of the Contract.

1.5 ALLOWANCES

- A. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor’s handling, labor, installation, overhead, and profit. Submit claims within 14 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES

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

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Work Change Directive: The Architect may issue a Work Change Directive on AIA Document G714. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustment to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 01 31 00 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:
 1. General project coordination procedures.
 2. Coordination Drawings.
 3. Administrative and supervisory personnel.
 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 1. Division 01 Section “Closeout Procedures” for coordinating Contract closeout.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 1. Prepare similar memoranda for the Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts

and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of the Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.

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

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Indicate relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.

- B. Staff Names: Within 15 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at the Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to the Project.

1. Post copies of list in the Project meeting room, in temporary field office, and by each temporary telephone.

1.5 PROJECT MEETINGS

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

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

- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to the Owner and the Architect, but no later than 15 days after execution of the Agreement. Hold the conference at the Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

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1. Attendees: Authorized representatives of the Owner, the Architect, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing.
 - d. Designation of responsible personnel.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Preparation of Record Documents.
 - j. Use of the premises.
 - k. Responsibility for temporary facilities and controls.
 - l. Parking availability.
 - m. Office, work, and storage areas.
 - n. Equipment deliveries and priorities.
 - o. First aid.
 - p. Security.
 - q. Progress cleaning.
 - r. Working hours.

C. Progress Meetings: Conduct progress meetings at bimonthly intervals. Coordinate dates of meetings with preparation of payment requests.

1. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of the Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to the Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.

- 11) Progress cleaning.
- 12) Quality and work standards.
- 13) Change Orders.
- 14) Documentation of information for payment requests.

2. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 31 20 – PAYROLL REPORTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for schedules and reports required for proper performance of the Work, including:
1. State of Delaware Payroll Reports.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
1. Division 01 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
 2. Division 01 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of schedules and reports with performance of other construction activities.

1.4 PAYROLL REPORTS

- A. State of Delaware Payroll Reports: As required by the State of Delaware, Section 6960, Title 29, of the Delaware Code, payroll wages shall be reported weekly to the Delaware Department of Labor, Division of Industrial Affairs, 4425 North Market Street, Wilmington, DE 19802, phone 302-761-8200. Forms shall be available at the above address. A sample copy of the form is attached under contract forms, State of Delaware Payroll Report.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 31 20

SECTION 01 32 00 – CONSTRUCTION PROGRESS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Preliminary Construction Schedule.
 2. Contractor's Construction Schedule.
 3. Submittals Schedule.
 4. Daily construction reports.
 5. Material location reports.
 6. Field condition reports.
 7. Construction photographs.
- B. Related Sections include the following:
1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 4. Division 01 Section "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Major Area: A story of construction, a separate building, or a similar significant construction element.

G. Milestone: A key or critical point in time for reference or measurement.

H. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.4 SUBMITTALS

A. Qualification Data: For firms and persons specified in "Quality Assurance" Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.

C. Contractor's Construction Schedule: Submit three printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire construction period.

D. CPM Reports: Concurrent with CPM schedule, submit three printed copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.

E. Daily Construction Reports: Submit two copies at weekly intervals.

F. Material Location Reports: Submit two copies at weekly intervals.

G. Field Condition Reports: Submit two copies at weekly intervals.

1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. CPM Schedule: Prepare Contractor's Construction Schedule using a CPM network analysis diagram.
 - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 15 days after date established for the Notice to Proceed.
 - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 3. Use "one workday" as the unit of time.
- B. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

- a. Preparation and processing of submittals.
- b. Purchase of materials.
- c. Delivery.
- d. Fabrication.
- e. Installation.
2. Processing: Process data to produce output data or a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
- a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- 2.3 REPORTS
- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. High and low temperatures and general weather conditions.
 5. Accidents.
 6. Meetings and significant decisions.
 7. Unusual events (refer to special reports).
 8. Stoppages, delays, shortages, and losses.
 9. Meter readings and similar recordings.
 10. Emergency procedures.
 11. Orders and requests of authorities having jurisdiction.
 12. Change Orders received and implemented.
 13. Construction Change Directives received.
 14. Services connected and disconnected.
 15. Equipment or system tests and startups.
 16. Partial Completions and occupancies.
 17. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION (not used)

END OF SECTION 01 32 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
1. Process designated submittals for the Project electronically through designated email system.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- D. Email System: A method to transmit certain electronic submittals between the Contractor, Architect, and Owner, via email.
1. For consistency, the standard file format will be PDF. Convert paper originals and other file formats to PDF prior to submission.
 2. In the event of system malfunction, submittals shall be processed in accordance with the Architect's instructions, until the system malfunction has been corrected.
 3. For this Project, process the following submittal types through the designated email system:
 - a. Product Data.
 - b. LEED Submittals.
 - c. Shop Drawings.
 - d. Product Schedules.

- e. Qualification Data.
- f. Certificates (Welding, Installer, Manufacturer, Product, and Material, as applicable).
- g. Test Reports (Material, Product, Preconstruction, Compatibility, and Field, as applicable).
- h. Research Reports.
- i. Warranty (sample).
- j. Design Data, including calculations.
- k. Coordination Drawings.
- l. Delegated-Design Services Certifications.

4. For Samples, provide electronic submittal of Sample cover sheet, identifying location and actual delivery date of Samples. Deliver Samples to location (Architect's office, Project site, etc.) as directed by the Architect.

1.4 COLOR SCHEDULE

- A. Color Schedule: Within [30]<Insert number of days> days after date of Notice of Award, submit a complete list of proposed manufacturers and complete product designations (i.e. model, grade, series, product line, etc.) for each item requiring color selection by Architect.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Where indicated, submit all submittal items required for each Specification Section concurrently.
 - 3. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow sufficient time for submittal review, including time for resubmittals. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 - 1. Include a cover sheet on each submittal item for identification. Do not combine different submittals under same cover sheet; only one submittal is to be provided per email.

- Not For Bidding/Construction Purposes
- a. Cover Sheet: Use PDF version of sample form included in Project Manual. Complete each item on form, sign and date. Architect will furnish PDF version of sample form.
 2. Name submittal file as directed by Architect.
 3. Transmit each submittal via email using subject line as directed by Architect.
 4. Send submittal to designated Project-specific email address:
 - a. Use the following email address: DENationalGuard@tetratech.com
 - D. Resubmittals: Make resubmittals in same form and, for non-electronic submittals, in the same number of copies as initial submittal.
 1. Note date and content of revision in label or title block and clearly indicate extent of revision.
 2. Resubmit submittals until they are marked with approval notation from Architect.
 3. Refer to Supplementary Conditions for provisions allowing Owner to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of certain resubmittals.
 - E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.
 - F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES, GENERAL

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

2.2 ELECTRONIC SUBMITTAL PROCEDURES

- A. Use the designated email system for submittals in this Article.
 1. Submit electronic submittals via email as PDF electronic files.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. Mark submittal to show which products and options are applicable.
 2. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Statement of compliance with specified referenced standards.
 - c. Testing by recognized testing agency.
 3. For equipment, include the following in addition to the above, as applicable:
 - a. Printed performance curves.
 - b. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of dimensions established by field measurement.
 - e. Relationship and attachment to adjoining construction clearly indicated.
 - f. Seal and signature of professional engineer if specified.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Certificates:
1. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

3. **Manufacturer Certificates:** Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. **Product Certificates:** Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 5. **Material Certificates:** Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- G. **Test Reports:**
1. **Material Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 2. **Product Test Reports:** Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
 3. **Preconstruction Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
 4. **Compatibility Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
 5. **Field Test Reports:** Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- H. **Research Reports:** Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- I. **Warranty:** Submit sample warranties as required in individual Specification Sections.
- J. **Design Data:** Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- K. **Coordination Drawing Submittals:** Comply with requirements specified in Division 01 Section "Project Management and Coordination."

- L. Delegated-Design Services Certification: Submit certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
 - 2. In addition, for a project in New Jersey, provide three paper copies of certificate, signed and sealed (with raised seal) by the responsible design professional.

2.3 NON-ELECTRONIC SUBMITTAL PROCEDURES

- A. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return one submittal with options selected.
 - 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. Architect will return one set.

- 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- B. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Submit subcontract list in the following format:
 - a. Number of Copies: Four paper copies of subcontractor list, unless otherwise indicated. Architect will return one copy.
- C. Key Personnel Names: No later than 15 days after date of Notice of Award, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site.
1. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including emergency, office, and cellular telephone numbers and email addresses.
 - a. Number of Copies: Four paper copies of key personnel list, unless otherwise indicated.
- D. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- E. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- 2.4 DELEGATED-DESIGN SERVICES
- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Identify any deviations from Contract Document requirements. Mark cover sheet with approval before submitting to Architect.
1. Sign and date statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will mark submittal appropriately to indicate action, as follows:
1. Final Unrestricted Release: Where the submittal is marked "Approved," the Work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
 2. Final-but-Restricted Release: Where the submittal is marked "Approved as Noted," the Work covered by the submittal may proceed provided it complies both with Architect's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
 3. Resubmit: Where the submittal is marked "Approved, Revise and Return Corrected Copies," the Work covered by the submittal may proceed provided it complies both with Architect's notations and corrections on the submittal and the Contract Documents. Revise submittal according to Architect's notations and corrections and return corrected copies. Final acceptance will depend on that compliance.
 4. Rejected: Where the submittal is marked "Rejected," do not proceed with the Work covered by the submittal. Prepare a new submittal for a product that complies with the Contract Documents.
 5. Incomplete - Resubmit: Where the submittal is marked "Incomplete, Submit Additional Information," do not proceed with the Work covered by the submittal. Prepare additional information requested, or required by the Contract Documents, that indicates compliance with requirements, and resubmit.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements.

- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Limit information submitted to specific products indicated. Do not submit extraneous matter. Submittals containing excessive extraneous matter will be returned for resubmittal without review.
- F. Submittals not required by the Contract Documents may be returned by the Architect without action.

3.3 [REQUIRED SUBMITTALS

A. Provide the following submittals:

1. Shop Drawings:

- a. <Insert products requiring Shop Drawings>.

2. Product Data:

- a. <Insert products requiring Product Data>.

3. Samples:

- a. <Insert products requiring Samples>.

4. Other Submittals:

- a. <Insert type of submittal and products requiring that type of submittal>.]

Attachment[s]: Cover Sheet

END OF SECTION 01 33 00

CONTRACTOR: _____

SUBMITTAL DATE ____ / ____ / ____

Check following as applicable:

- First Submission
- Re-submission

ARCHITECT: Tetra Tech Inc.

PROJECT IDENTIFICATION

Architect's
Project No.: 200-76984-13013
Proj. Name: AASF Electrical System Upgrades
Location: _____

PRODUCT IDENTIFICATION

Specification Section No. _____
Submittal No. _____
Name of Product: _____

Name of Manufacturer: _____

SUBCONTRACTOR

SUPPLIER

RELATIONSHIP TO STRUCTURE

Building Name _____

(Room #) (Room Name)
Contract Drawing No.: _____

RESERVED FOR USE BY TETRA TECH

ACTION SUBMITTAL:

- Approved
- Approved As Noted
- Approved, Revise and Return Corrected Copies
- Rejected
- Incomplete, Submit Additional Information

INFORMATIONAL SUBMITTAL:

- No Action Taken
- Returned for Resubmittal

Reviewed By: _____
Date: _____

Reviewed only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review 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. Review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures.

DEVIATION FROM CONTRACT DOCUMENTS: _____

CONTRACTOR COMMENTS: _____

ARCHITECT'S COMMENTS: _____

CONTRACTOR'S STAMP

CONTRACTOR'S CERTIFICATION

I CERTIFY THAT THIS SUBMITTAL HAS BEEN REVIEWED AND APPROVED BY THE CONTRACTOR IN ACCORDANCE WITH THE GENERAL CONDITIONS.

BY _____

Use and Indemnification Agreement - INSTRUCTIONS

USE AND INDEMNIFICATION AGREEMENT

Please be aware that Tetra Tech charges contractor(s) for electronic files (this applies to files in AutoCAD (or similar) format).

PDF's, which are simply an electronic scan of the drawings, do not require the use of the indemnification form; however we charge \$50 per PDF to cover our expenses. Tetra Tech must receive the contractor's check prior to sending PDF's.

For AutoCAD type files, the cost is \$100 per electronic drawing, regardless of the number of drawings they are requesting. The Use and Indemnification Agreement is to be signed by the Prime Contractor. Should a subcontractor, such as a steel fabricator, ductwork detailer, desire electronic files, they would need to pursue this request through their Prime Contractor who has the contract with the Client.

Due to the inherent value to the company of our typical details and our other standards, we limit the drawings types that we will release via this indemnification form to plan type drawings. Typical detail sheets are not to be released in the form of an electronic AutoCAD drawing file.

In addition, our internal individual Base Plans will not be released; we limit what the contractor can purchase to the actual individual contract drawings.

After the Prime Contractor has determined the number of drawings that they will need, fill out the following two pages. The second page of the form, marked Use and Indemnification Agreement – Business Office, needs to be sent to the Business Office with the Contractor's check made out to Tetra Tech. We will not release electronic files until we receive this form and the check.



240 Continental Drive, Suite 200
Newark, Delaware 19713
Tel. (302) 738-7551
Fax (302) 454-5980

Use and Indemnification Agreement

Re: Delaware Army National Guard AASF Electrical System Upgrade

Tt Project No. 200-76984-13013

Whereas, _____ (hereinafter the "Contractor"), acknowledges that it has requested certain electronic files and/or media of the Drawings and/or Specifications for the above-referenced Project which are the property of Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Tetra Tech Architects & Engineers (hereinafter "Tetra Tech").

Whereas, Contractor further acknowledges all requests for electronic files require a pre-payment of \$100/file (Each individual drawing in the set of Contract Documents represents 1 file), regardless of the number of files requested, prior to receiving said files from Tetra Tech.

Now, therefore, Contractor hereby warrants and covenants that it will abide by the following provisions:

A. Indemnification

- In consideration of permission to use electronic files or media, including but not limited to electronic files of drawings created by use of computer, for the Work of this Project only, and which the Contractor has requested from Tetra Tech, the Contractor, to the fullest extent permitted by law, hereby agrees to indemnify and hold harmless Tetra Tech, its agents, employees, officers, directors and consultants from and against any and all claims, damages, losses and expenses, including any attorneys' fees, arising out of, resulting from or in connection with any and all use of said electronic materials, but only if such claim, damage, loss or expense is caused in whole or in part by the Contractor, its employees, agents, officers, directors, or any other party directly or indirectly employed by any of them or any party for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. Such obligation shall not be construed to reduce or negate any other right or obligation of indemnification that would otherwise exist as to any party hereto. This indemnification shall not be limited in any way because of any limitation on damages, compensation or benefits under any statute, law or governmental requirement of any sort.
- The following shall be included within the definition of "expenses" herein: (a) any time expended by the indemnified party of its employees, agents, officers and directors at their usual and customary billing rates, as well as all out-of-pocket expenses such as long-distance telephone calls, costs of reproduction, expenses of travel and lodging; (b) all costs and expenses of experts, consultants, engineers, and any other party retained by the indemnified party reasonably required to defend the claim; (c) all costs, including reasonable attorneys' fees, incurred in bringing any action to enforce the provisions of this indemnification. The following shall be included within the definition of "action" herein: any case brought in any state or federal court, any arbitration, any mediation, and any similar forum for resolution of any dispute herein, and shall also include any counterclaim or third-party action in any such forum.

B. Use and Compatibility

- Tetra Tech' instruments of service are furnished without guarantee of compatibility with the Contractor's software or hardware, and Tetra Tech' sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to Contractor.
- Because data stored on electronic media can deteriorate undetected or be modified without Tetra Tech' knowledge, the Contractor agrees that Tetra Tech will not be held liable for the completeness or correctness of the electronic media after an acceptance period of thirty (30) days after delivery of the electronic files. Tetra Tech does confirm the accuracy of the final sealed hard copy drawings, previously submitted pursuant to the Prime Agreement for this Project.
- The electronic files are submitted to the Contractor for a thirty (30) day acceptance period. During this period, the Contractor may review and examine these files, and any errors detected during this time will be corrected by Tetra Tech. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis, at Tetra Tech's standard cost plus terms and conditions.
- Tetra Tech retains ownership of the printed hard copy Drawings and Specifications and the electronic media. The Contractor is granted a license for their use, but only in the operation and maintenance of the Project. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of Tetra Tech, shall be without liability to Tetra Tech and Tetra Tech's consultants.

IN WITNESS WHEREOF:

Contractor: _____
Signed name: _____
Printed Name: _____
Title: _____
Date: _____

If transmission is not received as noted, kindly notify us at once.



TETRA TECH

240 Continental Drive, Suite 200
Newark, Delaware 19713
Tel. (302) 738-7551
Fax (302) 454-5980

Use and Indemnification Agreement – Business Office

.....
Electronic Drawing Files

Prime Contractor Name

Prime Contractor Address

Contact to Receive Invoices

Project Name Delaware Army National Guard AASF Electrical System Upgrade

Project Number 200-76984-13013

Number of Drawing Files (Each individual drawing in the set of Contract Documents represents 1 file)

List each Drawing # Requested

Contractor Signature _____

Not for Bidding/Construction Purposes

SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
1. Sewers and drainage.
 2. Water service and distribution.
 3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
 4. Ventilation.
 5. Electric power service.
 6. Lighting.
- C. Support facilities include, but are not limited to, the following:
1. Dewatering facilities and drains.
 2. Project identification and temporary signs.
 3. Waste disposal facilities.
 4. Field offices.
 5. Lifts and hoists.
 6. Temporary elevator usage.
 7. Temporary stairs.
 8. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
1. Environmental protection.
 2. Storm water control.
 3. Pest control.
 4. Site enclosure fence.
 5. Security enclosure and lockup.
 6. Barricades, warning signs, and lights.
 7. Temporary enclosures.
 8. Temporary partitions.
 9. Fire protection.
- E. Related Sections include the following:
1. Division 01 Section “Submittal Procedures” for procedures for submitting copies of implementation and termination schedule and utility reports.

1.3 USE CHARGES

- A. Temporary water and electric will be provided by the Owner.

1.4 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
 - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
 - 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
 - 1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before the Owner's acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 - 1. Keep temporary services and facilities clean and neat.
 - 2. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by the Architect. Provide materials suitable for use intended.

2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. Heating Equipment: Unless the Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
- E. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- F. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Use of the Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 1. Provide rubber hoses as necessary to serve the Project site.
 - 2. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
 - 2. Toilets: Use of the Owner's existing toilet facilities will not be permitted, as long as facilities are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- C. Electric Power Service: Use of the Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to the Owner.
- D. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
 - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.
 - 1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.

3.3 OPERATION, TERMINATION, AND REMOVAL

- A. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are the property of the Contractor. The Owner reserves right to take possession of the Project identification signs.
 - 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 63 10 - SUBSTITUTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Requests for substitution must be made ten days prior to bid. This specification section applies to extra-ordinary conditions that could not be requested during the bidding period.
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract, but no later than 60 days after commencement of the Work.
- B. Related Sections: The following Divisions contain requirements that relate to this Section:
 1. Division 01 specifies the applicability of industry standards to products specified.
 2. Division 01 specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.
 3. Division 01 specifies requirements governing the Contractor's selection of products and product options.

1.3 DEFINITIONS

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Changes in products, materials, equipment and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
 1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 2. Revisions to the Contract Documents requested by the Owner or Architect.
 3. Specified options of products and construction methods included in the Contract Documents.
 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

- A. Substitution Request Submittal: Substitution requests will only be considered during the bidding period. Substitutions will not be considered after the bids are accepted.
 1. Submit three copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals. The Contractor is solely responsible for obtaining the required forms to submit before the stated time period expires.

2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
 - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
 - c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
 - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
4. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection of the substitution within two weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later.
 - a. Use the product specified if the Architect cannot make a decision on the use of a proposed substitute within the time allocated.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: The Architect will receive and consider the Contractor's request for substitution when the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record noncompliance with these requirements.
 1. Revisions to the Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 3. The request is timely, fully documented, and properly submitted.
 4. The specified product or method of construction cannot be provided within the Contract Time. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 5. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the

Owner must assume. The Owner's additional responsibilities may include compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.

6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
 8. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
- B. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 63 10

SECTION 02 73 29 – CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
1. Divisions 04 through 09 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety. Operating elements include the following: List below is an example only. Revise to suit Project's operating systems. With advice of counsel, delete below if Architect's approval is not required. If list is deleted, delete option in paragraph above.
1. Fire-suppression systems.
 2. Mechanical systems piping and ducts.
 3. Control systems.
 4. Communication systems.
 5. Conveying systems.
 6. Electrical wiring systems.

- C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- D. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

- a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes: Administrative and procedural requirements for construction waste management activities.

1.2 DEFINITIONS

- A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.
- B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.
- C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use as mulch.
- D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.
- E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job site. The separated materials are hauled directly to a recycling facility or transfer station.
- F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.
- G. Approved Recycling Facility: Any of the following:
1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
 2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.

1.3 SUBMITTALS

- A. Contractor shall develop a Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the **Notice to Proceed**.
- B. Contractor shall provide Waste Management Report: Concurrent with each Application for Payment, submit 3 copies of report.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Divert a minimum of **75%** CDL waste, by weight, from the landfill by one, or a combination of the following activities:
1. Salvage
 2. Reuse
 3. Source-Separated CDL Recycling
 4. Co-mingled CDL Recycling
- B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:
1. Acoustical ceiling tiles
 2. Asphalt
 3. Asphalt shingles
 4. Cardboard packaging
 5. Carpet and carpet pad
 6. Concrete
 7. Drywall
 8. Fluorescent lights and ballasts
 9. Land clearing debris (vegetation, stumpage, dirt)
 10. Metals
 11. Paint (through hazardous waste outlets)
 12. Wood
 13. Plastic film (sheeting, shrink wrap, packaging)
 14. Window glass
 15. Wood
 16. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

1.4 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.
- D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.
1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.
 - a. Owner
 - b. Architect
 - c. Contractor's superintendent
 - d. Major subcontractors
 - e. Waste Management Coordinator
 - f. Other concerned parties.

2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:
 - a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - b. Review requirements for documenting quantities of each type of waste and its disposition.
 - c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - e. Review waste management requirements for each trade.
3. Minutes: Record discussion. Distribute meeting minutes to all participants.
Note: If there is a Project Architect, they will perform this role.

1.5 WASTE MANAGEMENT PLAN – Contractor shall develop and document the following:

- A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.
- B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.
- C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should include the following information:
 1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
 2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
 - a. Contracting with a deconstruction specialist to salvage materials generated,
 - b. Selective salvage as part of demolition contractor's work
 - c. Reuse of materials on-site or sale or donation to a third party.
 3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
 - a. Requiring subcontractors to take their CDL waste to a recycling facility,
 - b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
 - c. Processing and reusing materials on-site;
 - d. Self-hauling to a recycling or material recovery facility.
 4. Name of recycling or material recovery facility receiving the CDL wastes.
 5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.

D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:

1. Total quantity of waste.
2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
3. Total cost of disposal (with no waste management).
4. Revenue from salvaged materials.
5. Revenue from recycled materials.
6. Savings in hauling and tipping fees by donating materials.
7. Savings in hauling and tipping fees that are avoided.
8. Handling and transportation costs; including cost of collection containers for each type of waste.
9. Net additional cost or net savings from waste management plan. PART

2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

- A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.
- B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.
- C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.
- D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.
- E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.
- F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

3.2 SOURCE SEPARATION

- A. General: Contractor shall separate recyclable materials from CDL waste to the maximum extent possible.

Separate recyclable materials by type.

1. Provide containers, clearly labeled, by type of separated materials or provide other storage method for managing recyclable materials until they are removed from Project site.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water and to minimize pest attraction. Cover to prevent windblown dust.
3. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from weather.

3.3 CO-MINGLED RECYCLING

- A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

3.4 REMOVAL OF CONSTRUCTION WASTE MATERIALS

- A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.

- B. Transport CDL waste materials off Owner's property and legally dispose of them. C.

Burning of CDL waste is not permitted.

END OF SECTION 01 74 19

WASTE MANAGEMENT PROGRESS REPORT

MATERIAL CATEGORY	DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL	DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE		
		Recycled	Salvaged	Reused
1. Acoustical Ceiling Tiles				
2. Asphalt				
3. Asphalt Shingles				
4. Cardboard Packaging				
5. Carpet and Carpet Pad				
6. Concrete				
7. Drywall				
8. Fluorescent Lights and Ballasts				
9. Land Clearing Debris (vegetation, stumpage, dirt)				
10. Metals				
11. Paint (through hazardous waste outlets)				
12. Wood				
13. Plastic Film (sheeting, shrink wrap, packaging)				
14. Window Glass				
15. Field Office Waste (office paper, aluminum cans, glass, plastic, and coffee cardboard)				
16. Other (insert description)				
17. Other (insert description)				
Total (In Weight)		(TOTAL OF ALL ABOVE VALUES IN WEIGHT)		
		Percentage of Waste Diverted	(TOTAL WASTE DIVIDED BY TOTAL DIVERTED)	

Not For Bidding/Construction Purposes

SECTION 01 77 00 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures.
 2. Project Record Documents.
 3. Operation and maintenance manuals.
 4. Warranties.
 5. Instruction of the Owner's personnel.
 6. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise the Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Obtain and submit releases permitting the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by the Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise the Owner of changeover in heat and other utilities.
 12. Submit changeover information related to the Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, the Architect will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Architect will prepare the Certificate of Substantial Completion after inspection or will notify the Contractor of items, either on the Contractor's list or additional items identified by the Architect that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

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

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

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, the Architect will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Architect will prepare a final Certificate for Payment after inspection or will notify the Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by the Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
 - a. Project name.

- b. Date.
- c. Name of Architect.
- d. Name of Contractor.
- e. Page number.

1.6 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for the Architect's reference during normal working hours.
- B. Record Drawings:
 - 1. Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings and submit digital scanned copies of all the Record Drawings; format to be .JPG or .TIF.
 - 2. The Contractor shall be responsible for updating the bid documents (CADD drawings and specifications) with the as-built changes. All changes shall be clouded and tagged as "as-built" revisions. The drawings shall also have a new "as-built" date.
 - 3. Deliverables: One review set of bond prints, two final sets (one in bond and one in Mylar).
 - 4. Drawings that replace the original bid drawings shall be cross referenced to the original bid drawing files.
 - 5. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, sub contractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 - 6. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 7. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 8. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - 9. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Note related Change Orders, Record Drawings, and Product Data, where applicable.

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

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.

E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.7 OPERATION AND MAINTENANCE MANUALS

A. Assemble three (3) complete sets of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:

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

B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets.

Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

1.8 WARRANTIES

- A. Submittal Time: Submit written warranties on request of the Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by the Owner during construction period by separate agreement with the Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280 mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of the Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct the Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Provide instructors experienced in operation and maintenance procedures.
 - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 - 3. Schedule training with the Owner, through the Architect with at least seven days' advance notice.
 - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.

B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:

1. System design and operational philosophy.
2. Review of documentation.
3. Operations.
4. Adjustments.
5. Troubleshooting.
6. Maintenance.
7. Repair.

3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.

1. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
- 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- n. Replace parts subject to unusual operating conditions.
- o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- q. Clean ducts, blowers, and coils if units were operated without filters during construction.
- r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- s. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.
- ### 3.3 SUMMARY OF CLOSEOUT DOCUMENTS
- A. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)
- B. Contractor's Consent of Surety Company to Final Payment (AIA Document G707) (one copy)
- C. Contractor's Affidavit of Release of Liens (AIA Document G706A) (one copy)
- D. Copy of Letter of Guarantee and Warranty Information (three copies)
- E. Balancing Reports
- F. Subcontractor's Release of Liens had been submitted with each previous Application of Payment (AIA Document G706A) (one copy)
- G. Operation and Maintenance Manuals
- H. Record Shop Drawings and Submittals
- I. As-built Drawings: All construction changes should be clouded and marked.
1. Updated CAD files to reflect changes and as-built conditions.
2. Two hard copies and one CD-Rom with digital Image (scanned) files of As-builts

3. Mylar prints of As-builts revised CAD file
- J. Affidavit of Discharge of State Tax Liability
- K. Punch List Closeout Letter
- L. Electrical Inspection Certificate
- M. Fire Alarm Certification Acceptance Letter
- N. As-Built Item Price Summary. Contractor to provide the following:
 1. Line Item #1 –Renovations: Interior Building Electrical Renovations
 - a. Provide quantity of electrical renovations in square foot (SF) units
 - b. Provide total cost of Interior Building Electrical Renovations.
 2. Line Item #2 –Renovations: Electrical Switchgear
 - a. Provide total installed cost of Electrical Switchgear, including all accessories.
 3. Line Item #3 – Renovations: Electrical Distribution Panels
 - a. Provide total installed cost of Electrical Switchgear, including all accessories.
 - b. Provide completed REAL PROPERTY INSTALLED EQUIPMENT form (2 pages), attached to this section.

END OF SECTION 01 77 00

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	REAL PROPERTY INSTALLED EQUIPMENT														
2	BLDG NO.						CONTRACTOR:								
3	PROJECT NO.						DATE:								
4	CONTRACT NO.						CONTACT NAME:				PHONE NO:				
5	DESCRIPTION	QTY	MFG	MODEL/TYPE	SIZE	SERIAL NO.	UNIT COST	EXACT LOCATION OF EQUIP	WARRANTY INFORMATION				EQUIP LABELED	REMARKS	
Factory Start Date									Warranty Years	Contractor Start Date	Warranty Years	YES / NO			
6															
7															
8															
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10															
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Not for Bidding/Construction Purposes

DEMOLITION / REMOVAL OF EXISTING ITEMS FROM FACILITY

BLDG NO.	PROJECT NO.	CONTRACTOR
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CONTRACT NO.	PHONE NO.	DATE:
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Real Property Installed Equipment Removed from Building

DESCRIPTION	QTY	MFG	SIZE	SERIAL NO.	LOCATION OF EQUIP	REMARKS

Pavements and Fence

Type	Unit of Measure	Quantity	Concrete, Asphalt, etc.
Sidewalk	SY		
Curbs/Gutters	LF		
Driveway	SY		
Roads	SY		
Parking Areas	SY		
Fence	LF		
Other			

Structural

Type	Unit of Measure	Materials	Quantity
Roofs	SF		
Exterior Bldg	SF		
Interior Bldg Walls	SF		
Other			

Underground Systems

Type	Unit of Measure	Quantity Removed or Abandoned in
Storm Sewer/Drainage System	LF	
Water Distribution Mains	LF	
Sanitary Sewer System	LF	
Gas Distribution Mains	LF	
Other	LF	

Exterior and Interior Electric

Type	Unit of Measure	Size/Voltage/Phase	Quantity
Primary OH	LF	/ /	
Primary UG	LF	/ /	
Secondary OH	LF	/ /	
Secondary UG	LF	/ /	
Interior Electric	LF	/ /	
Transformers	KVA Phase		
Other			

Not for Bidding/Construction Purposes

SECTION 26 05 00 – COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section and to all of Divisions 26.

1.2 SUMMARY

A. Section Includes:

1. General requirements applicable to components and systems included in Electric Contract.

B. Products Installed but Not Furnished Under This Section

1. Make electrical connections to equipment shown on Drawings and furnished by other Contractors. Obtain approved wiring diagrams and location drawings for roughing in and final connections from Contractor furnishing equipment.

1.3 REFERENCES

- | | | |
|----|------|---|
| A. | AIA | American Institute of Architects |
| B. | ADA | Americans with Disabilities Act |
| C. | AISC | American Institute of Steel Construction |
| D. | ANSI | American National Standards Institute |
| E. | ASTM | American Society for Testing and Materials International |
| F. | IBC | International Building Code |
| G. | IEEE | Institute of Electrical and Electronics Engineers, Inc. (The) |
| H. | IES | Illuminating Engineering Society of North America |
| I. | NEC | National Electrical Code |
| J. | NEMA | National Electrical Manufacturers' Association |
| K. | NETA | International Electrical Testing Association |
| L. | NFPA | National Fire Protection Association |
| M. | UL | Underwriters' Laboratories, Inc. |

1.4 DEFINITIONS

- A. "Existing": Equipment depicted on Drawings with an "E" designation denotes existing equipment to remain.
- B. "Move": Equipment depicted on Drawings with an "M" designation denotes existing equipment to relocate. Disconnect equipment, remove circuitry to a point beyond demolition and tag for

reuse, store equipment for reuse and reinstall as specified in Contract Documents. Modify/extend circuitry to new equipment locations and reconnect.

- C. "Replace": Equipment depicted on Drawings with an "R" designation denotes existing equipment to replace. Refer to relevant Project Manual Specification for additional information and requirements.

1.5 SYSTEM DESCRIPTIONS

- A. Testing of Existing Systems: Test each existing system scheduled for modification in presence of Authorized Owner's Representative and issue report to Owner and Architect listing conditions found prior to any removals, relocations, or additions. Modified systems include (but are not limited to):
 - 1. Power distribution.
 - 2. Lighting
 - 3. Emergency lighting.
- B. Design Requirements - Provide complete systems, properly tested, balanced, and ready for operation including necessary details, items and accessories although not expressly shown or specified, including (but not limited to):
 - 1. Wiring and raceway for work specified in Project Manual and shown on Drawings.
 - 2. Electrical devices and equipment for work specified in Project Manual and shown on Drawings.
 - 3. Systems included, but not limited to:
 - a. Electrical distribution.
 - b. Electrical connections.
 - c. Lighting.
 - d. Emergency lighting.
- C. Electric Layouts: Arrange panels; disconnect switches, enclosed breakers, equipment, raceways, and similar components neatly, orderly and symmetrically. Provide slotted channel steel for surface mounted panels, disconnect switches, enclosed breakers, and similar equipment. Arrangements shown on Drawings are diagrammatic only; provide and adjust raceways, wiring, and other components as required.
- D. Power Interruptions and Scheduled Outages: Coordinate scheduling of power interruptions and outages with Owner. Confirm with Owner prior to interruption of power, which building systems are considered critical and must remain operational during the interruption. Maintain electrical services to areas that are to remain occupied during renovation. If a scheduled power outage is to extend beyond one standard workday, provide temporary power to operate critical building systems (including, but not limited to fire alarm system, security system, building access control system, and building energy management control system).

1.6 SUBMITTALS

A. General Division 26 submittal requirements:

1. Comply with requirements of Section 01 33 00 – Submittal Procedures and as modified below.
2. Product Data: Submit product data for items listed in individual technical section. Clearly identify manufacturer, pertinent design, function, materials, construction and performance data specifically addressing specification description and Contract Document requirements of item. Strike out products that are not applicable to item being submitted, where more than one product is indicated on manufacturer product literature.
 - a. Cover Sheet: Attach cover sheet, identified in Section 01 33 00, to Product Data of each item submitted. Provide cover sheet for only one type of item with related accessories, equipment with related components. Do not combine unrelated items under the same cover sheet.
 - b. Specified Equivalent Product Data: Submit manufacturer's product information including product literature, technical specifications and descriptions, performance data and similar items to demonstrate compatibility with Basis-of-Design Equipment as specified in the "Part 2 – Products" of each technical section.
3. Shop Drawings: Submit detailed drawings for electrical equipment layouts, showing exact sizes and locations for approval before beginning work.
 - a. Do not proceed with installation of systems in each area until agreement is reached with all concerned on exact arrangements for each room or area, unless otherwise directed by Architect. If Contractor proceeds prior to resolving conflicts, Contractor shall modify installed Work as required to permit other systems to proceed with a coordinated installation.
 - b. Specified Equivalent Drawings: Submit detailed drawings of proposed Specified Equivalents, indicating proposed installation of equipment and showing maintenance clearances, required service removal space other pertinent revisions to arrangement and configuration shown in Contract Documents.
4. Samples: On all submittals, indicate standard factory color and factory finish surfaces. Where more than one color is available, selection will be made by Architect from manufacturer's full range of colors.

1.7 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Codes and Standards: Comply with applicable Federal, State and local building and electrical codes, laws, ordinances, and regulations, and comply with applicable NFPA, National Electrical Code and utility company requirements and regulations. Provide Underwriters Laboratories Seal on all materials.
2. Permits and Inspections: Obtain approvals, tests, and inspections required by Architect, Engineer, local electrical inspector, agent or agency specified in Project Manual, or National, State, or local codes and ordinances.

- a. Schedule electrical inspection by an agency acceptable to the local authority having jurisdiction and submit final inspection certificate to Architect.
- b. Furnish materials and labor necessary for tests and pay costs associated with tests and inspections.
- c. Conduct tests under load for load balancing and where required by codes, regulations, ordinances, or technical Specification.
3. Electrical Components, Devices, and Accessories: UL Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction and marked for intended use.
- 1.8 DELIVERY, STORAGE AND HANDLING
- A. Storage and Protection:
1. Take precautions to store materials and products to protect finishes and not permit dust and dirt to penetrate equipment.
 2. Replace equipment damaged beyond reasonable repair as required by Architect.
 3. Refinish any equipment with marks, stains, scratches, dents, and other aesthetic damage that doesn't impede operation of equipment as required by Architect.
- 1.9 COORDINATION OF WORK
- A. New Construction:
1. Openings, Chases, Recesses, Sleeves, Joints and Bucks (required for admission of Electric Contract systems and components): Coordinate requirements with General Contractor for inclusion in General Contract. Furnish necessary information (e.g. locations and sizes) to General Contractor in ample time for installation of systems and components included in Electric Contract. (*Modify as needed if project does not include a General Contractor*)
 2. Anchor Bolts: Deliver to Contractor responsible for General Work anchor bolts required for Electric Contract construction that are to be installed in construction included in General Contract.
 3. Locate settings, check locations as installation in General Contract progresses, and provide templates or holding fixtures as required to maintain proper accuracy.
- B. Existing Construction:
1. Unless otherwise specified, employ Contractor responsible for General Work for all cutting, patching, repairing and replacing of general work required for installation of systems and components included in Electric Work. Secure approval from Architect's representative before cutting.
 2. Anchor Bolts: Deliver to Contractor responsible for General Work anchor bolts required for Electric Work construction that are to be installed in construction included in General Contract. Provide templates or holding fixtures as required to maintain proper accuracy.
 3. Access Doors: Provide access doors shown on Drawings, or as required for access to pull boxes, junction boxes, relays and other electrical devices requiring periodic inspection, adjustment or maintenance, where located above or within inaccessible walls or ceilings,

and including cutting and patching of adjacent walls and ceilings to match existing materials and finishes.

1.10 ALTERATION PROCEDURES

- A. In locations where existing devices are indicated to be disconnected and removed and existing power circuit or communications cable is not scheduled to be reused:
1. Remove circuit conductors back to source.
Modify panel directory for that circuit.
 2. Remove all existing exposed and accessible raceway.
 3. Provide blank cover plates or wall infill (as indicated on plans) and as described below:
 - a. For single gang and multi-gang switch boxes in public or occupied spaces; stainless steel cover plates.
 - b. For single gang and multi-gang boxes in un-occupied spaces; stainless steel, galvanized steel or PVC cover plates.
 - c. For boxes larger than standard switch boxes in public or occupied spaces; remove existing box and provide wall infill, matching existing sub-surface and finished surface conditions. Paint wall to match surrounding finishes.
 - d. For boxes larger than standard switch boxes in un-occupied spaces; 18 gage galvanized sheet metal cover plate with machined edges. Prime and paint to match surrounding finish conditions.
 4. Patch and paint existing walls where disturbed by the electrical work.
- B. In locations where existing devices are to remain in place, ensure circuits feeding such devices remain operational. Modify existing circuits as required to allow new construction to occur and to maintain necessary circuitry to existing devices for complete and proper operation.
- C. In locations where entire existing system is being removed or modified:
1. Refer to individual system specification sections for documentation and testing requirements prior to any alteration work on any system.
 2. Take all necessary measures to ensure that down time will not compromise safety.
 3. Notify Owner, Architect and other Contractors not less than 2 weeks prior to interruptions in service.
 4. Coordinate work schedule to minimize duration of system outage during hours when building is occupied.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 CUTTING AND PATCHING

- A. Do not cut waterproofed floors or walls for admission of any equipment or materials and do not pierce any structural members without written permission from Architect.

- B. Furnish and install sleeves, inserts, panels, raceways, boxes, and similar infrastructure, ahead of general construction work and maintain Contractor personnel at Site during installation of general construction work to be responsible for and to maintain these items in position.
- C. Unless otherwise noted elsewhere in Contract Documents, bear expense of cutting, patching, repairing or replacing of work of other trades made necessary by any fault, error or tardiness on part of Electrical Contract or damage done by Electric Contract. Employ and pay Contractor whose work is involved.

3.2 DEMONSTRATION OF COMPLETE ELECTRICAL SYSTEMS

- A. Thoroughly demonstrate and instruct Owner's designated representative in care and operation of electrical systems and equipment furnished and installed in Electric Contract.

END OF SECTION 26 05 00

SECTION 26 05 19 – LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.
3. Sleeves and sleeve seals for cables.

1.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For testing agency.
- C. Field quality-control test reports.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 1.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

1.6 COORDINATION

- A. Set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Alcan Products Corporation; Alcan Cable Division.
 - 2. American Insulated Wire Corp.; a Leviton Company.
 - 3. General Cable Corporation.
 - 4. Senator Wire & Cable Company.
 - 5. Southwire Company.
- B. Single Conductors (600 Volt and Below): 600 volts rated, single conductor, 98 percent conductivity, annealed copper, sizes as shown, but not less than No. 12 AWG minimum size. Comply with NEMA WC 70.
 - 1. Conductors No. 16 AWG and smaller shall be solid or Class B stranded.
 - 2. Conductors used between stationary and moveable devices shall have Class H or Class K stranding.
 - 3. All other conductors shall have Class B or Class C stranding, unless otherwise noted on the Drawings.
- C. Conductor Insulation: Comply with NEMA WC 70 for Types THW THHN-THWN XHHW UF USE and SO.
- D. Multiconductor Cable: Comply with NEMA WC 70 for armored cable, Type AC metal-clad cable, Type MC mineral-insulated, metal-sheathed cable, Type MI nonmetallic-sheathed cable, Type NM Type SO and Type USE with ground wire.

2.2 CONNECTORS AND SPLICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Hubbell Power Systems, Inc.
 - 3. O-Z/Gedney; EGS Electrical Group LLC.
 - 4. 3M; Electrical Products Division.
 - 5. Tyco Electronics Corp.
 - 6. Ideal Industries/Buchanan
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SLEEVES FOR CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

2.4 SLEEVE SEALS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Advances Products & Systems, Inc.
 - 2. Calpicc, Inc.
 - 3. Metraflex Co.
 - 4. Pipeline Seal and Insulator, Inc.
- B. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.
 - 1. Sealing Elements: EPDM NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 2. Pressure Plates: Plastic Carbon steel Stainless steel. Include two for each sealing element.
 - 3. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. All wires and cable shall be 98% conductivity copper, single conductor in all sizes. Wire in sizes # 8 AWG and smaller may be solid conductor. Wire sizes # 6 AWG and larger shall be stranded. Interior wiring and wiring in dry locations shall have type THWN insulation. Exterior wiring and wiring in damp or wet locations shall have type THWN insulation.
- B. Wiring installed in flexible steel conduit shall be stranded conductor in all sizes. Maximum length shall be limited to 3'-0".
- C. All wiring shall be color coded or identified in an approved manner. Color coding shall be consistent throughout the work, i.e., same color used for same phase leg, one color switch legs, etc. In all cases, ground conductor shall be green.
- D. Color Coding:

1. Color Code for Branch and Feeder Circuits: Install color coded insulated conductors for branch circuits as follows:

	<u>L1</u>	<u>L2</u>	<u>L3</u>	<u>Neutral</u>	<u>Ground</u>
208Y/120V	Black	Red	Blue	White	Green
480Y/277V	Brown	Orange	Yellow	Natural Gray	Green

2. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
3. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- E. Minimum wire size shall be as follows:
 - Control and Signal = # 14 AWG
 - Power and Lighting = # 12 AWG

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN-THWN, single conductors in raceway Type XHHW, single conductors in raceway Mineral-insulated, metal-sheathed cable, Type MI Type SE or USE multiconductor cable.
- B. Exposed Feeders: Type THHN-THWN, single conductors in raceway Armored cable, Type AC Metal-clad cable, Type MC Mineral-insulated, metal-sheathed cable, Type MI Nonmetallic-sheathed cable, Type NM.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawspaces: Type THHN-THWN, single conductors in raceway Armored cable, Type AC Metal-clad cable, Type MC Mineral-insulated, metal-sheathed cable, Type MI Nonmetallic-sheathed cable, Type NM.
- D. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway Armored cable, Type AC Metal-clad cable, Type MC Mineral-insulated, metal-sheathed cable, Type MI Nonmetallic-sheathed cable, Type NM.
- E. Branch Circuits in Cable Tray: Type THHN-THWN, single conductors in raceway Armored cable, Type AC Metal-clad cable, Type MC Mineral-insulated, metal-sheathed cable, Type MI.
- F. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.
- G. Class 1 Control Circuits: Type THHN-THWN, in raceway.

- H. Class 2 Control Circuits: Type THHN-THWN, in raceway Power-limited cable, concealed in building finishes Power-limited tray cable, in cable tray.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Support cables according to Division 26 Section "Hangers and Supports for Electrical Systems."
- F. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice and tap conductor for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches 12 inches of slack.

3.5 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Coordinate sleeve selection and application with selection and application of firestopping.
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Rectangular Sleeve Minimum Metal Thickness:
 - 1. For sleeve rectangle perimeter less than 50 inches and no side greater than 16 inches, thickness shall be 0.052 inch.
 - 2. For sleeve rectangle perimeter equal to, or greater than, 50 inches and 1 or more sides equal to, or greater than, 16 inches, thickness shall be 0.138 inch.

- E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- F. Cut sleeves to length for mounting flush with both wall surfaces.
- G. Extend sleeves installed in floors 2 inches above finished floor level.
- H. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and cable unless sleeve seal is to be installed or unless seismic criteria require different clearance.
- I. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.
- J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and cable, using joint sealant appropriate for size, depth, and location of joint.
- K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at cable penetrations. Install sleeves and seal with firestop materials.
- L. Roof-Penetration Sleeves: Seal penetration of individual cables with flexible boot-type flashing units applied in coordination with roofing work.
- M. Aboveground Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeves to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- N. Underground Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch annular clear space between cable and sleeve for installing mechanical sleeve seals.

3.6 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground exterior-wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for cable material and size. Position cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Perform tests and inspections and prepare test reports.

C. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

D. Test Reports: Prepare a written report to record the following:

1. Test procedures used.
2. Test results that comply with requirements.
3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

E. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 26 05 19

Not for Bidding/Construction Purposes

SECTION 26 05 26 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes: Grounding systems and equipment.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Ground rods.
 - 2. Ground rings.
 - 3. Grounding for sensitive electronic equipment.

1.4 QUALITY ASSURANCE

- A. Comply with UL 467 for grounding and bonding materials and equipment.
- B. The required grounding/bonding for the electrical system shall meet the elevator and ancillary system performance requirements.

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch- thick.

2.2 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.
 - 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-bar Connectors: Mechanical type, cast silicon bronze, solderless compression type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.3 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad 3/4 inch by 10 feet.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.
 - 1. Bury at least 24 inches below grade.
- C. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Welded connectors.

3.1 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Single-phase motor and appliance branch circuits.
 - 5. Three-phase motor and appliance branch circuits.
 - 6. Flexible raceway runs.

7. Armored and metal-clad cable runs.
- C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- D. Signal and Communication Equipment: In addition to grounding and bonding required by NFPA 70, provide a separate grounding system complying with requirements in TIA/ATIS J-STD-607-A.
 1. For telephone, alarm, voice and data, and other communication equipment, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.
 2. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-4-by-12-inch grounding bus.
 3. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.

3.2 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- C. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 2. For grounding electrode system, install at least three <Insert number> rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- D. Grounding and Bonding for Piping:
 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.

3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- E. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install tinned bonding jumper to bond across flexible duct connections to achieve continuity.
- F. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet apart.
- G. Ground Ring: Install a grounding conductor, electrically connected to each building structure ground rod and to each steel column, extending around the perimeter of building area or item indicated.
1. Install tinned-copper conductor not less than No. 2/0 AWG for ground ring and for taps to building steel.
 2. Bury ground ring not less than 24 inches from building's foundation.
- 3.3 LABELING
- A. Comply with requirements in Division 26 Section "Identification for Electrical Systems" Article for instruction signs. The label or its text shall be green.
- B. Install labels at the telecommunications bonding conductor and grounding equalizer and at the grounding electrode conductor where exposed.
1. Label Text: "If this connector or cable is loose or if it must be removed for any reason, notify the facility manager."
- 3.4 FIELD QUALITY CONTROL
- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform tests and inspections.
- C. Tests and Inspections:
1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.

4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- D. Grounding system will be considered defective if it does not pass tests and inspections.
 - E. Prepare test and inspection reports.
 - F. Report measured ground resistances that exceed the following values:
 1. Power and Lighting Equipment or System with Capacity of 500 kVA and less: 5 ohms.
 - G. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 26 05 26

SECTION 26 05 29 – HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Hangers and supports for electrical equipment and systems.
2. Construction requirements for concrete bases.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five <5> times the applied force.

1.5 SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details and include calculations for the following.

1.6 QUALITY ASSURANCE

- A. Comply with NFPA 70.

1.7 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.
- B. Coordinate installation of roof curbs, equipment supports, and roof penetrations. These items are specified in Division 07 Section "Roof Accessories."

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. EPIC International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.
 - g. Wesanco, Inc.
 - 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 - 4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 - 5. Channel Dimensions: Selected for applicable load criteria.
- B. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16-inch-diameter holes at a maximum of 8 inches o.c., in at least 1 surface.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. Fabco Plastics Wholesale Limited.
 - d. Seasafe, Inc.
 - 2. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
 - 3. Fitting and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
 - 4. Rated Strength: Selected to suit applicable load criteria.

- C. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- D. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- E. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - (1) Hilti Inc.
 - (2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - (3) MKT Fastening, LLC.
 - (4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
 2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - (1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - (2) Empire Tool and Manufacturing Co., Inc.
 - (3) Hilti Inc.
 - (4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - (5) MKT Fastening, LLC.
 3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 6. Toggle Bolts: All-steel springhead type.
 7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Division 05 Section "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as scheduled in NECA 1, where its Table 1 lists maximum spacings less than stated in NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000 psi 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 03 Section "Cast-in-Place Concrete "
- C. Anchor equipment to concrete base.
 - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Touchup: Comply with requirements in Division 09 for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 26 05 29

SECTION 26 05 33 – RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. ENT: Electrical nonmetallic tubing.
- C. EPDM: Ethylene-propylene-diene terpolymer rubber.
- D. FMC: Flexible metal conduit.
- E. IMC: Intermediate metal conduit.
- F. LFMC: Liquidtight flexible metal conduit.
- G. LFNC: Liquidtight flexible nonmetallic conduit.
- H. NBR: Acrylonitrile-butadiene rubber.
- I. RNC: Rigid nonmetallic conduit.
- J. RMC: Rigid metal conduit.

1.4 SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, junction boxes, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Custom enclosures and cabinets.
- C. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
 - 1. Structural members in the paths of conduit groups with common supports.
 - 2. HVAC and plumbing items and architectural features in the paths of conduit groups with common supports.

D. Qualification Data: For professional engineer and testing agency.

E. Source quality-control test reports.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

C. The required 'grounding/bonding for the electrical system shall meet the elevator and ancillary systems' performance requirements.

D. When installed in the elevator hoistway/pit, atop the elevator cab, outdoors, or at other wet locations, the conduit/raceway/boxes shall be "NEMA 4".

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. AFC Cable Systems, Inc.
2. Alflex Inc.
3. Allied Tube & Conduit, a Tyco International Ltd. Co.
4. Anamet Electrical, Inc.; Anaconda Metal Hose.
5. Electri-Flex Co.
6. Manhattan/CDT/Cole-Flex.
7. Maverick Tube Corporation.
8. O-Z Gedney; a unit of General Signal.
9. Wheatland Tube Company.

B. Rigid Steel Conduit: ANSI C80.1.

1. Rigid steel conduit shall be UL listed, and in accordance with the latest edition of Federal Specification WW-C-581, and ANSI Standard C80.1. Rigid steel conduit shall be zinc coated on the outside, and either zinc-coated, or coated with an approved corrosion resistant coating on the inside.
2. Fittings for rigid steel conduit shall be in accordance with the latest edition of Federal Specification W-F-408, except that material shall be either iron or steel only.

C. IMC: ANSI C80.6.

1. PVC-Coated Steel Conduit: PVC-coated IMC. Comply with NEMA RN 1.
2. Coating Thickness: 0.040 inch, minimum.

D. EMT: ANSI C80.3.

1. Electrical metallic tubing (EMT) shall be UL listed and in accordance with the latest edition of UL 797 and ANSI Standard C80.3. EMT shall be zinc-coated on the

- outside and shall be either zinc-coated with an approved corrosion resistant coating on the inside.
2. Couplings and connectors for EMT shall be made of either steel or malleable iron only, shall be "Concrete tight" or "Rain tight" and shall be the gland and ring compression type. All connectors shall have insulated throats.
- E. FMC: Zinc-coated steel
1. Flexible metal conduit ("Greenfield") shall be UL listed, and in accordance with the latest edition of Federal Specification WW-C-566.
 2. Fittings for flexible metal conduit shall be made of either steel or malleable iron only, shall have insulated throats, and shall be of one of the following types:
 - a. Wedge and screw type having an angular wedge fitting between the convolutions of the conduits.
 - b. Squeeze or clamp type having a bearing surface contoured to wrap around the conduit and clamped by one or more screws.
- F. LFMC: Flexible steel conduit with PVC jacket.
1. Liquid tight flexible metal conduit shall be UL listed, and consist of a core flexible galvanized steel tubing over which is an extruded, a liquid tight jacket of polyvinyl chloride (PVC).
 2. Fittings for liquid tight flexible conduit shall be of a type with a nylon or equal plastic compression ring and a gland for tightening. Fittings shall be made of either steel or malleable iron only, shall have insulated throats and shall be of type having male thread and locknut or male bushing with or without "O" ring seal. Each connector shall provide a low resistance ground connection between the flexible conduit and the outlet box, conduit or other equipment to which it is connected.
- G. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.
 2. Fittings for EMT: set-screw or compression type.
 3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness, 0.040 inch with overlapping sleeves protecting threaded joints.
- H. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.
- I. Rigid non-metallic conduit shall not be used. In cases where expressed permission is granted by the Engineer, conduit shall be Schedule 40 polyvinyl chloride, unless otherwise noted. Conduit shall be UL listed. Appropriately sized ground wire shall be run in all non-metallic conduit.
1. Fittings for rigid non-metallic conduit if used shall be polyvinyl chloride, sleeve type, applied with a solvent recommended by the manufacturer.
- J. Die-cast zinc-alloy fittings and fittings made of inferior contoured to wrap around the conduit and clamped by one or more screws shall not be used.

2.2 NONMETALLIC CONDUIT AND TUBING

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. AFC Cable Systems, Inc.
 2. Anamet Electrical, Inc.; Anaconda Metal Hose.
 3. Aruco Corporation.
 4. CANTEX Inc.
 5. CertainTeed Corp.; Pipe & Plastics Group.
 6. Condux International, Inc.
 7. ElecSYS, Inc.
 8. Electri-Flex Co.
 9. Lamson & Sessions; Carlon Electrical Products.
 10. Manhattan/CDT/Cole-Flex.
 11. RACO; a Hubbell Company.
 12. Thomas & Betts Corporation.
- B. ENT: NEMA TC 13.
- C. LFNC: UL 1360.
- D. Fittings for ENT and LFNC: NEMA TC 3; match to conduit or tubing type and material.
- E. Fittings for LFNC: UL 514B.
- F. Conduits, Fittings & Enclosures located in Elevator Shaft: NEMA 4.

2.3 METAL WIREWAYS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Cooper B-Line, Inc.
 2. Hoffman.
 3. Square D; Schneider Electric.
- B. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 1, unless otherwise indicated.
- C. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Screw-cover type
- E. Finish: Manufacturer's standard enamel finish.

2.4 SURFACE RACEWAYS

- A. Surface Metal Raceways: Galvanized steel with snap-on covers. Manufacturer's standard enamel finish in color selected by Architect.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Thomas & Betts Corporation.
 - b. Walker Systems, Inc.; Wiremold Company (The).
 - c. Wiremold Company (The); Electrical Sales Division.
- B. Surface Nonmetallic Raceways: Two-piece construction, manufactured of rigid PVC with texture and color selected by Architect from manufacturer's standard custom colors.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Butler Manufacturing Company; Walker Division.
 - b. Enduro Systems, Inc.; Composite Products Division.
 - c. Hubbell Incorporated; Wiring Device-Kellems Division.
 - d. Lamson & Sessions; Carlon Electrical Products.
 - e. Panduit Corp.
 - f. Walker Systems, Inc.; Wiremold Company (The).
 - g. Wiremold Company (The); Electrical Sales Division.

2.5 BOXES, ENCLOSURES, AND CABINETS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following: Basis-of-Design for hazardous locations, Crouse-Hinds, Inc.
 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 2. Hoffman.
 3. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
 4. O-Z/Gedney; a unit of General Signal.
 5. RACO; a Hubbell Company.
 6. Robroy Industries, Inc.; Enclosure Division.
 7. Thomas & Betts Corporation.
 8. Walker Systems, Inc.; Wiremold Company (The).
 9. Appleton
- B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, aluminum, Type FD, with gasketed cover.
- D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- E. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, cast aluminum with gasketed cover.
- F. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.
 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

2. Nonmetallic Enclosures: Plastic, finished inside with radio-frequency-resistant paint.
- G. Cabinets:
1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 2. Hinged door in front cover with flush latch and concealed hinge.
 3. Key latch to match panelboards.
 4. Metal barriers to separate wiring of different systems and voltage.
 5. Accessory feet where required for freestanding equipment.

2.6 SLEEVES FOR RACEWAYS

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

2.7 SLEEVE SEALS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. Advance Products & Systems, Inc.
 2. Calpico, Inc.
 3. Metraflex Co.
 4. Pipeline Seal and Insulator, Inc.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Comply with the following indoor applications, unless otherwise indicated:
 1. Exposed, Not Subject to Physical Damage: EMT or ENT
 2. Exposed, Not Subject to Severe Physical Damage: EMT
 3. Exposed and Subject to Severe Physical Damage: Rigid steel conduit IMC. Includes raceways in the following locations:
 - a. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - c. Mechanical rooms.
 - d. Class I Division I & II Hazardous locations
 4. Concealed in Ceilings and Interior Walls and Partitions: EMT or ENT.

5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 6. Damp or Wet Locations: Rigid steel conduit or IMC.
 7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel in damp or wet locations.
- B. Minimum Raceway Size 3/4-inch trade size.
- C. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with that material. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer.
- D. Install non-ferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- E. Do not install aluminum conduits in contact with concrete.

3.2 INSTALLATION

- A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."
- E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.
- H. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- I. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- J. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.

- K. Raceways for Communications Cable: Install raceways, metallic and nonmetallic, rigid and flexible, as follows:
1. 3/4-Inch Trade Size and Smaller: Install raceways in maximum lengths of 50 feet.
 2. 1-Inch Trade Size and Larger: Install raceways in maximum lengths of 75 feet.
 3. Install with a maximum of two 90-degree bends or equivalent for each length of raceway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.
- L. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 2. Where otherwise required by NFPA 70.
- M. Flexible Conduit Connections: Use maximum of 72 inches of flexible conduit for recessed and semirecessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC in damp or wet locations subject to severe physical damage.
 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
 3. Use suitable for hazardous locations fittings.
- N. Set metal floor boxes level and flush with finished floor surface.
- O. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Coordinate sleeve selection and application with selection and application of firestopping.
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Rectangular Sleeve Minimum Metal Thickness:
1. For sleeve cross-section rectangle perimeter less than 50 inches and no side greater than 16 inches, thickness shall be 0.052 inch.
 2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches and 1 or more sides equal to, or greater than, 16 inches, thickness shall be 0.138 inch.
- E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- F. Cut sleeves to length for mounting flush with both surfaces of walls.

- G. Extend sleeves installed in floors 2 inches above finished floor level.
- H. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway unless sleeve seal is to be.
- I. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.
- J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway, using joint sealant appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.
- K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway penetrations. Install sleeves and seal with firestop materials.
- L. Roof Penetration Sleeves: Seal penetration of individual raceways with flexible, boot-type flashing units applied in coordination with roofing work.
- M. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- N. Underground, Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch annular clear space between raceway and sleeve for installing mechanical sleeve seals.

3.4 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground, exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway material and size. Position raceway in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.5 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.6 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 26 05 33

SECTION 26 05 44 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Sleeves for raceway and cable penetration of walls and floors.
2. Sleeve-seal systems.
3. Sleeve-seal fittings.
4. Grout.
5. Silicone sealants.

B. Related Requirements:

1. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 "Penetration Firestopping".

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product specified.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Wall Sleeves:

1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.

- B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

- C. Sleeves for Rectangular Openings:

1. Material: Galvanized sheet steel.
2. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and with no side larger than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
 - b. For sleeve cross-section rectangle perimeter 50 inches (1270 mm) or more and one or more sides larger than 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

2.2 SLEEVE SEAL SYSTEMS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and race way or cable.
 1. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include:
 - a. Advance Products & Systems, Inc.
 - b. CALPICO, Inc.
 - c. Metraflex Company (The).
 2. Sealing Elements: EPDM or Nitrile (Buna N) rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 3. Pressure Plates: Stainless steel.
 4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements.

2.3 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

2.4 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.

1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.
 2. Sealant shall have VOC content of 40 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 3. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 4.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
 - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 079200 "Joint Sealants."
 - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
 3. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.
 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
 5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level. Install sleeves during erection of floors.
- D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.

2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.
- E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.3 SLEEVE-SEAL-FITTING INSTALLATION

- A. Install sleeve-seal fittings in new walls and slabs as they are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.
- C. Secure nailing flanges to concrete forms.
- D. Using grout, seal the space around outside of sleeve-seal fittings.

3.4 SLEEVE INSTALLATION FOR FIRE RATED ASSEMBLY PARTITIONS

- A. Install sleeves for penetrations of fire-rated floor and wall assemblies, unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- B. Maintain indicated fire rating of walls, partitions, ceilings and floors at raceway penetrations. Install sleeves and sleeve seals with appropriate firestop materials. Comply with Division 07 Section "Penetration Firestopping".

END OF SECTION 26 05 44

SECTION 26 05 53 – IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Identification for raceways.
2. Identification of power and control cables.
3. Identification for conductors.
4. Warning labels and signs.
5. Instruction signs.
6. Equipment identification labels.
7. Miscellaneous identification products.

1.3 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Identification Schedule: An index or nomenclature of electrical equipment and system components used in identification signs and labels.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance

Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.

- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 PRODUCTS

2.1 POWER RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
 - 1. Black letters on a clear field
 - 2. Legend: Indicate voltage and system or service type.
- C. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- D. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.2 ARMORED AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Colors for Raceways Carrying Circuits at 600 V and Less:
 - 1. Black letters on a clear field
 - 2. Legend: Indicate voltage and system or service type.
- C. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches wide; compounded for outdoor use.

2.3 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.4 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.5 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

2.6 EQUIPMENT IDENTIFICATION LABELS

- A. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a black background. Minimum letter height shall be 3/8 inch.

2.7 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch.
 - 2. Tensile Strength at 73 deg F, According to ASTM D 638: 12,000 psi.
 - 3. Temperature Range: Minus 40 to plus 185 deg F.
 - 4. Color: Black except where used for color-coding.

2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in Division 09 painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).

- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- G. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- H. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.
 - 2. In Spaces Handling Environmental Air: Plenum rated.
- I. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.
- J. Painted Identification: Comply with requirements in Division 09 painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to

identify the phase. Colors shall be as specified in 26 05 19, Low Voltage Electrical Power Conductors and Cables.

- B. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- C. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
 - 1. Limit use of underground-line warning tape to direct-buried cables.
 - 2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- D. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- E. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
 - 1. Comply with 29 CFR 1910.145.
 - 2. Identify system voltage with black letters on an orange background.
 - 3. Apply to exterior of door, cover, or other access.
 - 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
- F. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- G. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
 - 1. Labeling Instructions:
 - a. Indoor Equipment: Adhesive film label with clear protective overlay. Unless otherwise indicated, provide a single line of text with 1/2-inch high letters on 1-1/2-inch high label; where two lines of text are required, use labels 2 inches high.

2. Equipment to Be Labeled:

- a. Panelboards: New circuits only, self-adhesive, Engraved.
- b. Switchboards.(New circuits only), Engraved.
- c. Enclosed switches, Engraved.
- d. Enclosed circuit breakers, Engraved.
- e. Enclosed controllers, Engraved.
- f. Contactors, Engraved.
- g. Remote-controlled switches, dimmer modules, and control devices.
- h. Disconnect switches, Engraved.

END OF SECTION 26 05 53

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SECTION 260573 - OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes computer-based, overcurrent protective device coordination studies to determine overcurrent protective devices and to determine overcurrent protective device settings for selective tripping.
 1. Study results shall be used to determine coordination of series-rated devices.

1.3 DEFINITIONS

- A. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
- B. One-Line Diagram: A diagram which shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.
- C. Protective Device: A device that senses when an abnormal current flow exists and then removes the affected portion from the system.
- D. SCCR: Short-circuit current rating.
- E. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.

1.4 ACTION SUBMITTALS

- A. Product Data: For computer software program to be used for studies.
- B. Other Action Submittals: Submit the following after the approval of system protective devices submittals. Submittals may be in digital form.
 1. Coordination-study input data, including completed computer program input data sheets.
 2. Study and equipment evaluation reports.
 3. Overcurrent protective device coordination study report; signed, dated, and sealed by a qualified professional engineer.

- a. Submit study report for action prior to receiving final approval of the distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Architect for preliminary submittal of sufficient study data to ensure that the selection of devices and associated characteristics is satisfactory.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Coordination Study Specialist.
- B. Product Certificates: For overcurrent protective device coordination study software, certifying compliance with IEEE 399.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For the overcurrent protective devices to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - a. The following parts from the Protective Device Coordination Study Report:
 - 1) One-line diagram.
 - 2) Protective device coordination study.
 - 3) Time-current coordination curves.
 - b. Power system data.

1.7 QUALITY ASSURANCE

- A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are unacceptable.
- B. Coordination Study Specialist Qualifications: Professional engineer in charge of performing the study and documenting recommendations, licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this professional engineer.

PART 2 - PRODUCTS

2.1 COMPUTER SOFTWARE DEVELOPERS

- A. Comply with IEEE 242 and IEEE 399.

- B. Analytical features of device coordination study computer software program shall have the capability to calculate "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.
- C. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output. Computer software program shall report device settings and ratings of all overcurrent protective devices and shall demonstrate selective coordination by computer-generated, time-current coordination plots.
 - 1. Optional Features:
 - a. Arcing faults.
 - b. Simultaneous faults.
 - c. Explicit negative sequence.
 - d. Mutual coupling in zero sequence.

2.2 PROTECTIVE DEVICE COORDINATION STUDY REPORT CONTENTS

- A. Executive summary.
- B. Study descriptions, purpose, basis and scope. Include case descriptions, definition of terms and guide for interpretation of the computer printout.
- C. One-line diagram, showing the following:
 - 1. Protective device designations and ampere ratings.
 - 2. Cable size and lengths.
 - 3. Transformer kilovolt ampere (kVA) and voltage ratings.
 - 4. Motor and generator designations and kVA ratings.
 - 5. Switchgear, switchboard, motor-control center and panelboard designations.
- D. Study Input Data: As described in "Power System Data" Article.
- E. Short-Circuit Study Output: As specified in "Short-Circuit Study Output" Paragraph in "Short-Circuit Study Report Contents" Article in Section 260572 "Overcurrent Protective Device Short-Circuit Study."
- F. Protective Device Coordination Study:
 - 1. Report recommended settings of protective devices, ready to be applied in the field. Use manufacturer's data sheets for recording the recommended setting of overcurrent protective devices when available.
 - a. Phase and Ground Relays:
 - 1) Device tag.
 - 2) Relay current transformer ratio and tap, time dial, and instantaneous pickup value.
 - 3) Recommendations on improved relaying systems, if applicable.
 - b. Circuit Breakers:

- 1) Adjustable pickups and time delays (long time, short time, ground).
- 2) Adjustable time-current characteristic.
- 3) Adjustable instantaneous pickup.
- 4) Recommendations on improved trip systems, if applicable.

c. Fuses: Show current rating, voltage, and class.

G. Time-Current Coordination Curves: Determine settings of overcurrent protective devices to achieve selective coordination. Graphically illustrate that adequate time separation exists between devices installed in series, including power utility company's upstream devices. Prepare separate sets of curves for the switching schemes and for emergency periods where the power source is local generation. Show the following information:

1. Device tag and title, one-line diagram with legend identifying the portion of the system covered.
2. Terminate device characteristic curves at a point reflecting maximum symmetrical or asymmetrical fault current to which the device is exposed.
3. Identify the device associated with each curve by manufacturer type, function, and, if applicable, tap, time delay, and instantaneous settings recommended.
4. Plot the following listed characteristic curves, as applicable:
 - a. Power utility's overcurrent protective device.
 - b. Medium-voltage equipment overcurrent relays.
 - c. Medium- and low-voltage fuses including manufacturer's minimum melt, total clearing, tolerance, and damage bands.
 - d. Low-voltage equipment circuit-breaker trip devices, including manufacturer's tolerance bands.
 - e. Transformer full-load current, magnetizing inrush current, and ANSI through-fault protection curves.
 - f. Cables and conductors damage curves.
 - g. Ground-fault protective devices.
 - h. Motor-starting characteristics and motor damage points.
 - i. Generator short-circuit decrement curve and generator damage point.
 - j. The largest feeder circuit breaker in each motor-control center and panelboard.
5. Series rating on equipment allows the application of two series interrupting devices for a condition where the available fault current is greater than the interrupting rating of the downstream equipment. Both devices share in the interruption of the fault and selectivity is sacrificed at high fault levels. Maintain selectivity for tripping currents caused by overloads.
6. Provide adequate time margins between device characteristics such that selective operation is achieved.
7. Comments and recommendations for system improvements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine Project overcurrent protective device submittals for compliance with electrical distribution system coordination requirements and other conditions affecting performance. Devices to be coordinated are indicated on Drawings.
 - 1. Proceed with coordination study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to coordination study may not be used in study.

3.2 PROTECTIVE DEVICE COORDINATION STUDY

- A. Comply with IEEE 242 for calculating short-circuit currents and determining coordination time intervals.
- B. Comply with IEEE 399 for general study procedures.
- C. The study shall be based on the device characteristics supplied by device manufacturer.
- D. The extent of the electrical power system to be studied is indicated on Drawings.
- E. Begin analysis at the service, extending down to the system overcurrent protective devices as follows:
 - 1. To normal system low-voltage load buses where fault current is 10 kA or less.
 - 2. Exclude equipment rated 240-V ac or less when supplied by a single transformer rated less than 125 kVA.
- F. Study electrical distribution system from normal and alternate power sources throughout electrical distribution system for Project. Study all cases of system-switching configurations and alternate operations that could result in maximum fault conditions.
- G. Transformer Primary Overcurrent Protective Devices:
 - 1. Device shall not operate in response to the following:
 - a. Inrush current when first energized.
 - b. Self-cooled, full-load current or forced-air-cooled, full-load current, whichever is specified for that transformer.
 - c. Permissible transformer overloads according to IEEE C57.96 if required by unusual loading or emergency conditions.
 - 2. Device settings shall protect transformers according to IEEE C57.12.00, for fault currents.
- H. Conductor Protection: Protect cables against damage from fault currents according to ICEA P-32-382, ICEA P-45-482, and protection recommendations in IEEE 242. Demonstrate that equipment withstands the maximum short-circuit current for a time equivalent to the tripping

time of the primary relay protection or total clearing time of the fuse. To determine temperatures that damage insulation, use curves from cable manufacturers or from listed standards indicating conductor size and short-circuit current.

- I. The calculations shall include the ac fault-current decay from induction motors, synchronous motors, and asynchronous generators and shall apply to low- and medium-voltage, three-phase ac systems. The calculations shall also account for the fault-current dc decrement, to address the asymmetrical requirements of the interrupting equipment.
 - 1. For grounded systems, provide a bolted line-to-ground fault-current study for areas as defined for the three-phase bolted fault short-circuit study.
- J. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault and single line-to-ground fault at each of the following:
 - 1. Electric utility's supply termination point.
 - 2. Low-voltage switchgear.
 - 3. Branch circuit panelboards.
- K. Protective Device Evaluation:
 - 1. Evaluate equipment and protective devices and compare to short-circuit ratings.
 - 2. Adequacy of switchgear and panelboard bus bars to withstand short-circuit stresses.
 - 3. Any application of series-rated devices shall be recertified, complying with requirements in NFPA 70.

3.3 LOAD-FLOW AND VOLTAGE-DROP STUDY

- A. Perform a load-flow and voltage-drop study to determine the steady-state loading profile of the system. Analyze power system performance two times as follows:
 - 1. Determine load-flow and voltage drop based on full-load currents obtained in "Power System Data" Article.
 - 2. Determine load-flow and voltage drop based on 80 percent of the design capacity of the load buses.
 - 3. Prepare the load-flow and voltage-drop analysis and report to show power system components that are overloaded, or might become overloaded; show bus voltages that are less than as prescribed by NFPA 70.

3.4 MOTOR-STARTING STUDY

- A. Perform a motor-starting study to analyze the transient effect of the system's voltage profile during motor starting. Calculate significant motor-starting voltage profiles and analyze the effects of the motor starting on the power system stability.
- B. Prepare the motor-starting study report, noting light flicker for limits proposed by IEEE 141, and voltage sags so as not to affect the operation of other utilization equipment on the system supplying the motor.

3.5 POWER SYSTEM DATA

- A. Obtain all data necessary for the conduct of the overcurrent protective device study.
1. Verify completeness of data supplied in the one-line diagram on Drawings. Call discrepancies to the attention of Architect.
 2. For new equipment, use characteristics submitted under the provisions of action submittals and information submittals for this Project.
 3. For existing equipment, whether or not relocated obtain required electrical distribution system data by field investigation and surveys, conducted by qualified technicians and engineers. The qualifications of technicians and engineers shall be qualified as defined by NFPA 70E.
- B. Gather and tabulate the following input data to support coordination study. The list below is a guide. Comply with recommendations in IEEE 551 for the amount of detail required to be acquired in the field. Field data gathering shall be under the direct supervision and control of the engineer in charge of performing the study, and shall be by the engineer or its representative who holds NET/ETT Level III certification or NICET Electrical Power Testing Level III certification.
1. Product Data for overcurrent protective devices specified in other Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.
 2. Electrical power utility impedance at the service.
 3. Power sources and ties.
 4. Short-circuit current at each system bus, three phase and line-to-ground.
 5. Full-load current of all loads.
 6. Voltage level at each bus.
 7. For transformers, include kVA, primary and secondary voltages, connection type, impedance, X/R ratio, taps measured in percent, and phase shift.
 8. For reactors, provide manufacturer and model designation, voltage rating, and impedance.
 9. For circuit breakers and fuses, provide manufacturer and model designation. List type of breaker, type of trip and available range of settings, SCCR, current rating, and breaker settings.
 10. Generator short-circuit current contribution data, including short-circuit reactance, rated kVA, rated voltage, and X/R ratio.
 11. For relays, provide manufacturer and model designation, current transformer ratios, potential transformer ratios, and relay settings.
 12. Maximum demands from service meters.
 13. Busway manufacturer and model designation, current rating, impedance, lengths, and conductor material.
 14. Motor horsepower and NEMA MG 1 code letter designation.
 15. Low-voltage cable sizes, lengths, number, conductor material, and conduit material (magnetic or nonmagnetic).
 16. Medium-voltage cable sizes, lengths, conductor material, and cable construction and metallic shield performance parameters.
 17. Data sheets to supplement electrical distribution system diagram, cross-referenced with tag numbers on diagram, showing the following:

- a. Special load considerations, including starting inrush currents and frequent starting and stopping.
- b. Transformer characteristics, including primary protective device, magnetic inrush current, and overload capability.
- c. Motor full-load current, locked rotor current, service factor, starting time, type of start, and thermal-damage curve.
- d. Generator thermal-damage curve.
- e. Ratings, types, and settings of utility company's overcurrent protective devices.
- f. Special overcurrent protective device settings or types stipulated by utility company.
- g. Time-current-characteristic curves of devices indicated to be coordinated.
- h. Manufacturer, frame size, interrupting rating in amperes rms symmetrical, ampere or current sensor rating, long-time adjustment range, short-time adjustment range, and instantaneous adjustment range for circuit breakers.
- i. Manufacturer and type, ampere-tap adjustment range, time-delay adjustment range, instantaneous attachment adjustment range, and current transformer ratio for overcurrent relays.
- j. Panelboards, switchboards, motor-control center ampacity, and SCCR in amperes rms symmetrical.
- k. Identify series-rated interrupting devices for a condition where the available fault current is greater than the interrupting rating of the downstream equipment. Obtain device data details to allow verification that series application of these devices complies with NFPA 70 and UL 489 requirements.

3.6 FIELD ADJUSTING

- A. Adjust relay and protective device settings according to the recommended settings provided by the coordination study. Field adjustments shall be completed by the engineering service division of the equipment manufacturer under the Startup and Acceptance Testing contract portion.
- B. Make minor modifications to equipment as required to accomplish compliance with short-circuit and protective device coordination studies.
- C. Testing and adjusting shall be by a full-time employee of the Field Adjusting Agency, who holds NETA ETT Level III certification or NICET Electrical Power Testing Level III certification.
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters. Perform NETA tests and inspections for all adjustable overcurrent protective devices.

3.7 DEMONSTRATION

- A. Engage the Coordination Study Specialist to train Owner's maintenance personnel in the following:
 - 1. Acquaint personnel in the fundamentals of operating the power system in normal and emergency modes.

2. Hand-out and explain the objectives of the coordination study, study descriptions, purpose, basis, and scope. Include case descriptions, definition of terms, and guide for interpreting the time-current coordination curves.
3. Adjust, operate, and maintain overcurrent protective device settings.

END OF SECTION 260573

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SECTION 26 22 00 - LOW-VOLTAGE TRANSFORMERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following types of dry-type transformers rated 600 V and less, with capacities up to 1000 kVA:
1. Distribution transformers.

1.3 ACTION SUBMITTALS

- A. Product Data: Include rated nameplate data, capacities, weights, dimensions, minimum clearances, installed devices and features, and performance for each type and size of transformer indicated.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
1. Wiring Diagrams: Power, signal, and control wiring.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For transformers to include in emergency, operation, and maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each transformer type through one source from a single manufacturer.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with IEEE C57.12.91, "Test Code for Dry-Type Distribution and Power Transformers."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Temporary Heating: Apply temporary heat according to manufacturer's written instructions within the enclosure of each ventilated-type unit, throughout periods during which equipment is not energized and when transformer is not in a space that is continuously under normal control of temperature and humidity.

1.7 COORDINATION

- A. Coordinate size and location of concrete bases with actual transformer provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.
- B. Coordinate installation of wall-mounting and structure-hanging supports with actual transformer provided.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Acme Electric Corporation.
 - 2. Basis of design; Eaton Electrical Section; Eaton Corporation; Cutler-Hammer Products.
 - 3. Siemens Energy & Automation, Inc.
 - 4. Square D Co./Groupe Schneider NA; Schneider Electric.
 - 5. PowerSmith International Corp.

2.2 GENERAL TRANSFORMER REQUIREMENTS

- A. Description: Factory-assembled and -tested, air-cooled units for 60 Hz service.
- B. Cores: Grain-oriented, non-aging silicon steel.
- C. Coils: Continuous windings without splices except for taps.
 - 1. Internal Coil Connections: Brazed or pressure type.

2.3 DISTRIBUTION TRANSFORMERS

- A. Comply with NEMA ST 20, and list and label as complying with UL 1561.
- B. Cores: One leg per phase.
- C. Enclosure: Ventilated, NEMA 250, Type 2.

1. Core and coil shall be encapsulated within resin compound, sealing out moisture and air.
- D. Transformer Enclosure Finish: Comply with NEMA 250.
1. Finish Color: Gray.
- E. Taps for Transformers 7.5 to 24 kVA: One 5 percent tap above and one 5 percent tap below normal full capacity.
- F. Taps for Transformers 25 kVA and Larger: Two 2.5 percent taps above and two 2.5 percent taps below normal full capacity.
- G. Insulation Class: 220 deg C, UL-component-recognized insulation system with a maximum of 150 deg C rise above 40 deg C ambient temperature.
- H. Energy Efficiency for Transformers Rated 15 kVA and Larger:
1. Complying with NEMA TP 1, Class 1 efficiency levels.
 2. Tested according to NEMA TP 2.
- I. K-Factor Rating: Transformers indicated to be K-factor rated shall comply with UL 1561 requirements for nonsinusoidal load current-handling capability to the degree defined by designated K-factor.
1. Unit shall not overheat when carrying full-load current with harmonic distortion corresponding to designated K-factor.
 2. Indicate value of K-factor on transformer nameplate.
- J. Electrostatic Shielding: Each winding shall have an independent, single, full-width copper electrostatic shield arranged to minimize interwinding capacitance.
1. Arrange coil leads and terminal strips to minimize capacitive coupling between input and output terminals.
 2. Include special terminal for grounding the shield.
 3. Shield Effectiveness:
 - a. Capacitance between Primary and Secondary Windings: Not to exceed 33 picofarads over a frequency range of 20 Hz to 1 MHz.
 - b. Common-Mode Noise Attenuation: Minimum of minus 120 dBA at 0.5 to 1.5 kHz; minimum of minus 65 dBA at 1.5 to 100 kHz.
 - c. Normal-Mode Noise Attenuation: Minimum of minus 52 dBA at 1.5 to 10 kHz.
- K. Wall Brackets: Manufacturer's standard brackets.

2.4 BUCK-BOOST TRANSFORMERS

- A. Description: Self-cooled, two-winding dry type, rated for continuous duty and with wiring terminals suitable for connection as autotransformer. Transformers shall comply with NEMA ST 1 and shall be listed and labeled as complying with UL 506 or UL 1561.
- B. Enclosure: Ventilated, NEMA 250, Type 2.

1. Finish Color: Gray.

2.5 IDENTIFICATION DEVICES

- A. Nameplates: Engraved, laminated-plastic or metal nameplate for each transformer, mounted with corrosion-resistant screws. Nameplates and label products are specified in Section 260553 "Identification for Electrical Systems."

2.6 SOURCE QUALITY CONTROL

- A. Test and inspect transformers according to IEEE C57.12.91.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions for compliance with enclosure- and ambient-temperature requirements for each transformer.
- B. Verify that field measurements are as needed to maintain working clearances required by NFPA 70 and manufacturer's written instructions.
- C. Examine walls, floors, roofs, and concrete bases for suitable mounting conditions where transformers will be installed.
- D. Verify that ground connections are in place and requirements in Section 260526 "Grounding and Bonding for Electrical Systems" have been met. Maximum ground resistance shall be 5 ohms at location of transformer.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install wall-mounting transformers level and plumb with wall bracket fabricated by transformer manufacturer.
 1. Brace wall-mounting transformers as specified in Section 260548.16 "Seismic Controls for Electrical Systems."
- B. Construct concrete bases and anchor floor-mounting transformers according to manufacturer's written instructions, seismic codes applicable to Project, and requirements in Section 260529 "Hangers and Supports for Electrical Systems."

3.3 CONNECTIONS

- A. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- B. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Conduits and wiring will attach below the transformer core.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- B. Perform tests and inspections and prepare test reports.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- C. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- D. Remove and replace units that do not pass tests or inspections and retest as specified above.
- E. Infrared Scanning: Two months after Substantial Completion, perform an infrared scan of transformer connections.
 - 1. Use an infrared-scanning device designed to measure temperature or detect significant deviations from normal values. Provide documentation of device calibration.
 - 2. Prepare a certified report identifying transformer checked and describing results of scanning. Include notation of deficiencies detected, remedial action taken, and scanning observations after remedial action.
- F. Test Labeling: On completion of satisfactory testing of each unit, attach a dated and signed "Satisfactory Test" label to tested component.

3.5 ADJUSTING

- A. Record transformer secondary voltage at each unit for at least 48 hours of typical occupancy period. Adjust transformer taps to provide optimum voltage conditions at secondary terminals. Optimum is defined as not exceeding nameplate voltage plus 10 percent and not being lower than nameplate voltage minus 3 percent at maximum load conditions. Submit recording and tap settings as test results.

- B. Connect buck-boost transformers to provide nameplate voltage of equipment being served, plus or minus 5 percent, at secondary terminals.
- C. Output Settings Report: Prepare a written report recording output voltages and tap settings.

3.6 CLEANING

- A Vacuum dirt and debris; do not use compressed air to assist in cleaning.

END OF SECTION 26 22 00

Not for Bidding/Construction Purposes

SECTION 262413 - SWITCHBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. Service and distribution switchboards rated 600 V and less.
 2. Surge protection devices.
 3. Disconnecting and overcurrent protective devices.
 4. Instrumentation.
 5. Control power.
 6. Accessory components and features.
 7. Identification.
 8. Mimic bus.

1.3 ACTION SUBMITTALS

- A. Product Data: For each switchboard, overcurrent protective device, surge protection device, ground-fault protector, accessory, and component.
1. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
- B. Shop Drawings: For each switchboard and related equipment.
1. Include dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Show tabulations of installed devices, equipment features, and ratings.
 2. Detail enclosure types for types other than NEMA 250, Type 1.
 3. Detail bus configuration, current, and voltage ratings.
 4. Detail short-circuit current rating of switchboards and overcurrent protective devices.
 5. Include descriptive documentation of optional barriers specified for electrical insulation and isolation.
 6. Detail utility company's metering provisions with indication of approval by utility company.
 7. Include evidence of NRTL listing for series rating of installed devices.
 8. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

9. Include time-current coordination curves for each type and rating of overcurrent protective device included in switchboards, include selectable ranges for each type of overcurrent protective device.
10. Include diagram and details of proposed mimic bus.
11. Include schematic and wiring diagrams for power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and testing agency.
- B. Field Quality-Control Reports:
 1. Test procedures used.
 2. Test results that comply with requirements.
 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For switchboards and components to include in emergency, operation, and maintenance manuals.
 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - a. Routine maintenance requirements for switchboards and all installed components.
 - b. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
 - c. Time-current coordination curves for each type and rating of overcurrent protective device included in switchboards. Submit on translucent log-log graph paper; include selectable ranges for each type of overcurrent protective device.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Potential Transformer Fuses: Equal to 10 percent of quantity installed for each size and type but no fewer than two of each size and type.
 2. Control-Power Fuses: Equal to 10 percent of quantity installed for each size and type but no fewer than two of each size and type.
 3. Fuses and Fusible Devices for Fused Circuit Breakers: Equal to 10 percent of quantity installed for each size and type but no fewer than three of each size and type.
 4. Fuses for Fused Switches: Equal to 10 percent of quantity installed for each size and type but no fewer than three of each size and type.
 5. Fuses for Fused Power-Circuit Devices: Equal to 10 percent of quantity installed for each size and type but no fewer than three of each size and type.

6. Indicating Lights: Equal to 10 percent of quantity installed for each size and type but no less than one of each size and type.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers qualified as defined in NEMA PB 2.1 and trained in electrical safety as required by NFPA 70E.
- B. Testing Agency Qualifications: Member company of NETA or an NRTL.
 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver switchboards in sections or lengths that can be moved past obstructions in delivery path.
- B. Remove loose packing and flammable materials from inside switchboards and install temporary electric heating (250 W per section) to prevent condensation.
- C. Handle and prepare switchboards for installation according to NEMA PB 2.1.

1.9 FIELD CONDITIONS

- A. Installation Pathway: Remove and replace access fencing, doors, lift-out panels, and structures to provide pathway for moving switchboards into place.
- B. Environmental Limitations:
 1. Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - a. Ambient Temperature: Not exceeding 104 deg F (40 deg C).
- C. Unusual Service Conditions: NEMA PB 2, as follows:
 1. Ambient temperatures within limits specified.
- D. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
 1. Notify Owner no fewer than seven days in advance of proposed interruption of electric service.
 2. Indicate method of providing temporary electric service.
 3. Do not proceed with interruption of electric service without Owner's written permission.
 4. Comply with NFPA 70E.

1.10 COORDINATION

- A. Coordinate layout and installation of switchboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

1.11 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace switchboard enclosures, buswork, overcurrent protective devices, accessories, and factory installed interconnection wiring that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Manufacturer's Warranty: Manufacturer's agrees to repair or replace surge protection devices that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SWITCHBOARDS

- A. Basis of design; Eaton/Cutler-Hammer, Inc. Approved equals:
 - 1. Square D/Schneider Electric
 - 2. Siemens
- B. Source Limitations: Obtain switchboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.
- C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for switchboards including clearances between switchboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- E. Comply with NEMA PB 2.
- F. Comply with NFPA 70.
- G. Comply with UL 891.

- H. Front-Connected, Front-Accessible Switchboards:
1. Main Devices: Fixed, individually mounted.
 2. Branch Devices: Panel mounted.
 3. Sections front and rear aligned.
- I. Front- and Side-Accessible Switchboards:
1. Main Devices: Fixed, individually mounted.
 2. Branch Devices: Panel mounted.
 3. Section Alignment: Front and Rear aligned.
- J. Nominal System Voltage: 480Y/277 V.
- K. Main-Bus Continuous: 2000 A.
- L. Indoor Enclosures: Steel, NEMA 250, Type 1.
- M. Enclosure Finish for Indoor Units: Factory-applied finish in manufacturer's standard gray finish over a rust-inhibiting primer on treated metal surface.
- N. Barriers: Between adjacent switchboard sections.
- O. Insulation and isolation for main bus of main section and main and vertical buses of feeder sections.
- P. Service Entrance Rating: Switchboards intended for use as service entrance equipment shall contain from one to six service disconnecting means with overcurrent protection, a neutral bus with disconnecting link, a grounding electrode conductor terminal, and a main bonding jumper.
- Q. Utility Metering Compartment: Barrier compartment and section complying with utility company's requirements; hinged sealable door; buses provisioned for mounting utility company's current transformers and potential transformers or potential taps as required by utility company. If separate vertical section is required for utility metering, match and align with basic switchboard. Provide service entrance label and necessary applicable service entrance features.
- R. Customer Metering Compartment: A separate customer metering compartment and section with front hinged door, for indicated metering, and current transformers for each meter. Current transformer secondary wiring shall be terminated on shorting-type terminal blocks. Include potential transformers having primary and secondary fuses with disconnecting means and secondary wiring terminated on terminal blocks.
- S. Bus Transition and Incoming Pull Sections: Matched and aligned with basic switchboard.
- T. Hinged Front Panels: Allow access to circuit breaker, metering, accessory, and blank compartments.
- U. Buses and Connections: Three phase, four wire unless otherwise indicated.
1. Provide phase bus arrangement A, B, C from front to back, top to bottom, and left to right when viewed from the front of the switchboard.
 2. Phase- and Neutral-Bus Material: Hard-drawn copper of 98 percent conductivity.

3. Copper feeder circuit-breaker line connections.
4. Load Terminals: Insulated, rigidly braced, runback bus extensions, of same material as through buses, equipped with mechanical connectors for outgoing circuit conductors. Provide load terminals for future circuit-breaker positions at full-ampere rating of circuit-breaker position.
5. Ground Bus: Minimum-size required by UL 891, hard-drawn copper of 98 percent conductivity, equipped with mechanical connectors for feeder and branch-circuit ground conductors.
6. Main-Phase Buses and Equipment-Ground Buses: Uniform capacity for entire length of switchboard's main and distribution sections. Provide for future extensions from both ends.
 7. Disconnect Links:
 - a. Bond neutral bus to equipment-ground bus for switchboards utilized as service equipment or separately derived systems.
 8. Neutral Buses: 100 percent of the ampacity of phase buses unless otherwise indicated, equipped with mechanical connectors for outgoing circuit neutral cables. Brace bus extensions for out-of-way feeder neutral bus.
 9. Isolation Barrier Access Provisions: Permit checking of bus-bolt tightness.
 10. Provide 2 additional 500 kcmil lugs per phase for connection to a remote 800 Amp main disconnect.
- V. Future Devices: Equip compartments with mounting brackets, supports, bus connections, and appurtenances at full rating of circuit-breaker compartment.
- W. Bus-Bar Insulation: Factory-applied, flame-retardant, tape wrapping of individual bus bars or flame-retardant, spray-applied insulation. Minimum insulation temperature rating of 105 deg C.
- X. Fungus Proofing: Permanent fungicidal treatment for overcurrent protective devices and other components including instruments and instrument transformer.

2.2 SURGE PROTECTION DEVICES

- A. Provide SPD as manufactured by the switchboard/breaker company.
- B. SPDs: Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 1449, Type 1 and Type 2.
 1. SPDs with the following features and accessories:
 - a. Integral disconnect switch.
 - b. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
 - c. Indicator light display for protection status.
 - d. Form-C contacts rated at 2 A and 24-V ac, one normally open and one normally closed, for remote monitoring of protection status. Contacts shall reverse on failure

of any surge diversion module or on opening of any current-limiting device. Coordinate with building power monitoring and control system.

e. Surge counter.

C. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 400 kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.

D. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V and 208Y/120 V, three-phase, four-wire circuits shall not exceed the following:

1. Line to Neutral: 1200 V for 480Y/277 V and 700 V for 208Y/120 V.
2. Line to Ground: 1200 V for 480Y/277 V and 1200 V for 208Y/120 V.
3. Line to Line: 2000 V for 480Y/277 V and 1000 V for 208Y/120 V.

E. SCCR: Equal or exceed 200 kA.

F. Nominal Rating: 200 A.

2.3 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
3. Electronic trip circuit breakers with rms sensing, field-replaceable rating plug or field-replicable electronic trip; and the following field-adjustable settings:
 - a. Instantaneous trip.
 - b. Long- and short-time pickup levels.
 - c. Long and short time adjustments.
 - d. Ground-fault pickup level, time delay, and I^2t response.
4. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
5. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).
6. Ground-Fault Equipment Protection (GFEP) Circuit Breakers: Class B ground-fault protection (30-mA trip).
7. MCCB Features and Accessories:
 - a. Standard frame sizes, trip ratings, and number of poles.
 - b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor material.

- c. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.
- d. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
- e. Zone-Selective Interlocking: Integral with electronic trip unit; for interlocking ground-fault protection function.
- f. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at [55] [75] percent of rated voltage.
- g. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional time delay.

2.4 INSTRUMENTATION

- A. Multifunction Digital-Metering Monitor: Microprocessor-based unit suitable for three- or four-wire systems and with the following features:
 - 1. Switch-selectable digital display of the following values with maximum accuracy tolerances as indicated:
 - a. Phase Currents, Each Phase: Plus or minus 0.5 percent.
 - b. Phase-to-Phase Voltages, Three Phase: Plus or minus 0.5 percent.
 - c. Phase-to-Neutral Voltages, Three Phase: Plus or minus 0.5 percent.
 - d. Megawatts: Plus or minus 1 percent.
 - e. Megavars: Plus or minus 1 percent.
 - f. Power Factor: Plus or minus 1 percent.
 - g. Frequency: Plus or minus 0.1 percent.
 - h. Accumulated Energy, Megawatt Hours: Plus or minus 1 percent; accumulated values unaffected by power outages up to 72 hours.
 - i. Megawatt Demand: Plus or minus 1 percent; demand interval programmable from five to 60 minutes.
 - j. Contact devices to operate remote impulse-totalling demand meter.
 - 2. Mounting: Display and control unit flush or semiflush mounted in instrument compartment door.
 - 3.

2.5 ACCESSORY COMPONENTS AND FEATURES

- A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.
- B. Spare-Fuse Cabinet: Suitably identified, wall-mounted, lockable, compartmented steel box or cabinet. Arrange for wall mounting.

2.6 IDENTIFICATION

- A. Service Equipment Label: NRTL labeled for use as service equipment for switchboards with one or more service disconnecting and overcurrent protective devices.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Receive, inspect, handle, and store switchboards according to NEMA PB 2.1.
 - 1. Lift or move panelboards with spreader bars and manufacturer-supplied lifting straps following manufacturer's instructions.
 - 2. Use rollers, slings, or other manufacturer-approved methods if lifting straps are not furnished.
 - 3. Protect from moisture, dust, dirt, and debris during storage and installation.
 - 4. Install temporary heating during storage per manufacturer's instructions.
- B. Examine switchboards before installation. Reject switchboards that are moisture damaged or physically damaged.
- C. Examine elements and surfaces to receive switchboards for compliance with installation tolerances and other conditions affecting performance of the Work or that affect the performance of the equipment.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install switchboards and accessories according to NEMA PB 2.1.
- B. Equipment Mounting: Install switchboards on existing concrete base. Comply with requirements for concrete base specified.
 - 1. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
 - 2. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 3. Install anchor bolts to elevations required for proper attachment to switchboards.
 - 4. Anchor switchboard to building structure at the top of the switchboard if required or recommended by the manufacturer.
- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, straps and brackets, and temporary blocking of moving parts from switchboard units and components.
- D. Comply with mounting and anchoring requirements specified in Section 260548.16 "Seismic Controls for Electrical Systems."

- E. Operating Instructions: Frame and mount the printed basic operating instructions for switchboards, including control and key interlocking sequences and emergency procedures. Fabricate frame of finished wood or metal and cover instructions with clear acrylic plastic. Mount on front of switchboards.
- F. Install filler plates in unused spaces of panel-mounted sections.
- G. Install overcurrent protective devices, surge protection devices, and instrumentation.
 - 1. Set field-adjustable switches and circuit-breaker trip ranges.
- H. Install spare-fuse cabinet.
- I. Comply with NECA 1.

3.3 CONNECTIONS

- A. Comply with requirements for terminating feeder bus specified in Section 262500 "Enclosed Bus Assemblies." Drawings indicate general arrangement of bus, fittings, and specialties.
- B. Comply with requirements for terminating cable trays specified in Section 260536 "Cable Trays for Electrical Systems." Drawings indicate general arrangement of cable trays, fittings, and specialties.
- C. Bond existing conduits entering underneath the switchboard to the equipment ground bus with a bonding conductor sized per NFPA 70.
- D. Support and secure conductors within the switchboard according to NFPA 70.
- E. Extend insulated equipment grounding cable to busway ground connection and support cable at intervals in vertical run.

3.4 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- B. Switchboard Nameplates: Label each switchboard compartment with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- C. Device Nameplates: Label each disconnecting and overcurrent protective device and each meter and control device mounted in compartment doors with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a factory-authorized testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. Acceptance Testing:
 - a. Test insulation resistance for each switchboard bus, component, connecting supply, feeder, and control circuit. Open control and metering circuits within the switchboard, and remove neutral connection to surge protection and other electronic devices prior to insulation test. Reconnect after test.
 - b. Test continuity of each circuit.
 - 2. Test ground fault protection of equipment for service equipment per NFPA 70.
 - 3. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 4. Correct malfunctioning units on-site where possible, and retest to demonstrate compliance; otherwise replace with new units and retest.
 - 5. Perform the following infrared scan tests and inspections, and prepare reports:
 - a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each switchboard. Remove front panels so joints and connections are accessible to portable scanner.
 - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switchboard 11 months after date of Substantial Completion.
 - c. Instruments and Equipment:
 - 1) Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - 6. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Switchboard will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports, including a certified report that identifies switchboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.6 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

- B. Set field-adjustable circuit-breaker trip ranges as specified in Section 260573 "Overcurrent Protective Device Coordination Study."

3.7 PROTECTION

- A. Temporary Heating: Apply temporary heat, to maintain temperature according to manufacturer's written instructions, until switchboard is ready to be energized and placed into service.

3.8 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain switchboards, overcurrent protective devices, instrumentation, and accessories, and to use and reprogram microprocessor-based trip, monitoring, and communication units.

END OF SECTION 262413

SECTION 26 24 16 - PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:

1. Distribution panelboards.
2. Lighting and appliance branch-circuit panelboards.
3. Load centers.
4. Electronic-grade panelboards.

1.3 DEFINITIONS

- A. SVR: Suppressed voltage rating.
- B. TVSS: Transient voltage surge suppressor.
- C. SPD: Surge Protection device.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard, switching and overcurrent protective device, surge protection device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each panelboard and related equipment.
1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
 2. Detail enclosure types and details for types other than NEMA 250, Type 1.
 3. Detail bus configuration, current, and voltage ratings.
 4. Short-circuit current rating of panelboards and overcurrent protective devices.
 5. Include evidence of NRTL listing for series rating of installed devices.
 6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
 7. Include wiring diagrams for power, signal, and control wiring.
 8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards. Submit on translucent log-log graph paper; include selectable ranges for each type of overcurrent protective device.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Seismic Qualification Certificates: Submit certification that panelboards, overcurrent protective devices, accessories, and components will withstand seismic forces defined in Section 260548 "Vibration and Seismic Controls for Electrical Systems." Include the following:
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- C. Field Quality Control Reports:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- D. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - 1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
 - 2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Keys: Two spares for each type of panelboard cabinet lock.
 - 2. Circuit Breakers Including GFCI and Ground Fault Equipment Protection (GFEP) Types: Two spares for each panelboard.
 - 3. Fuses for Fused Switches: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
 - 4. Fuses for Fused Power-Circuit Devices: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.

1.8 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
 - 1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.
- B. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.
- C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- E. Comply with NEMA PB 1.
- F. Comply with NFPA 70.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.
- B. Handle and prepare panelboards for installation according to NECA 407 and NEMA PB 1.

1.10 PROJECT CONDITIONS

- A. Environmental Limitations:
 - 1. Do not deliver or install panelboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above panelboards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
 - 2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - a. Ambient Temperature: Not exceeding minus 22 deg F to plus 104 deg F.
 - b. Altitude: Not exceeding 6600 feet (2000 m).
- B. Service Conditions: NEMA PB 1, usual service conditions, as follows:
 - 1. Ambient temperatures within limits specified.
 - 2. Altitude not exceeding 6600 feet.
- C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Architect and Owner no fewer than two days in advance of proposed interruption of electric service.
2. Do not proceed with interruption of electric service without Architect's written permission.
3. Comply with NFPA 70E.

1.11 COORDINATION

- A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

1.12 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.
 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

- A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces expected on project location.
- B. Enclosures: Flush- and surface-mounted cabinets.
 1. Rated for environmental conditions at installed location.
 - a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
 2. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.
 3. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor.
 4. Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
 5. Finishes:

- a. Panels and Trim: Steel and galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
 - b. Back Boxes: Same finish as panels and trim.
 - c. Fungus Proofing: Permanent fungicidal treatment for overcurrent protective devices and other components.
6. Directory Card: Inside panelboard door, mounted in metal frame with transparent protective cover.
- C. Incoming Mains Location: Top and bottom.
- D. Phase, Neutral, and Ground Buses:
1. Material: Hard-drawn copper, 98 percent conductivity.
 2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
 3. Extra-Capacity Neutral Bus: Neutral bus rated 200 percent of phase bus and UL listed as suitable for nonlinear loads.
 4. Split Bus: Vertical buses divided into individual vertical sections.
- E. Conductor Connectors: Suitable for use with conductor material and sizes.
1. Material: Hard-drawn copper, 98 percent conductivity.
 2. Main and Neutral Lugs: Compression or Mechanical type.
 3. Ground Lugs and Bus-Configured Terminators: Compression or Mechanical type.
 4. Feed-Through Lugs: Compression or Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.
 5. Subfeed (Double) Lugs: Compression or Mechanical type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.
 6. Gutter-Tap Lugs: Compression or Mechanical type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.
- F. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- G. Panelboard Short-Circuit Current Rating: Rated for series-connected system with integral or remote upstream overcurrent protective devices and labeled by an NRTL. Include size and type of allowable upstream and branch devices, listed and labeled for series-connected short-circuit rating by an NRTL.
- H. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.2 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Panelboards shall withstand the effects of earthquake motions determined according to SEI/ASCE 7.

1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."
- B. Surge Suppression: Factory installed as an integral part of indicated panelboards, complying with UL 1449 SPD Type 2.

2.3 DISTRIBUTION PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following, basis of design: Eaton Electrical Inc.; Cuttler-Hammer.
 1. Siemens Energy & Automation, Inc.
 2. Square D; a brand of Schneider Electric.
- B. Panelboards: NEMA PB 1, power and feeder distribution type.
- C. Doors: Secured with ratchet-type latch with tumbler lock; keyed alike.
 1. For doors more than 36 inches (914 mm) high, provide two latches, keyed alike.
- D. Mains: As scheduled on the Drawings.
- E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers; plug-in circuit breakers where individual positive-locking device requires mechanical release for removal.
- F. Contactors in Main Bus: NEMA ICS 2, Class A, mechanically held, general-purpose controller, with same short-circuit interrupting rating as panelboard.
 1. Internal Control-Power Source: Control-power transformer, with fused primary and secondary terminals, connected to main bus ahead of contactor connection.
 2. External Control-Power Source: 120-V branch circuit.

2.4 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following: Basis of Design: Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 1. Siemens Energy & Automation, Inc.
 2. Square D; a brand of Schneider Electric.
- B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- C. Mains: As scheduled on the Drawings.
- D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- E. Contactors in Main Bus: NEMA ICS 2, Class A, mechanically held, general-purpose controller, with same short-circuit interrupting rating as panelboard.

1. Internal Control-Power Source: Control-power transformer, with fused primary and secondary terminals, connected to main bus ahead of contactor connection.
 2. External Control-Power Source: 120-V branch circuit.
- F. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.
- G. Column-Type Panelboards: Narrow gutter extension, with cover, to overhead junction box equipped with ground and neutral terminal buses.

2.5 ELECTRONIC-GRADE PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following: Basis of design: Eaton Electrical Inc.; Cutler-Hammer Business Unit.
1. Siemens Energy & Automation, Inc.
 2. Square D, a brand of Schneider Electric.
- B. Panelboards: NEMA PB 1; with field installed external SPD; labeled by an NRTL for compliance with UL 67 after installing TVSS.
- C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
- D. Main Overcurrent Protective Devices: Bolt-on thermal-magnetic circuit breakers.
- E. Branch Overcurrent Protective Devices: Bolt-on thermal-magnetic circuit breakers.
- F. Buses:
1. Copper phase and neutral buses; 200 percent capacity neutral bus and lugs.
 2. Copper equipment and isolated ground buses.

2.6 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following: Basis of Design: Eaton Electrical Inc.; Cutler-Hammer Business Unit.
1. Siemens Energy & Automation, Inc.
 2. Square D; a brand of Schneider Electric.
- B. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.
1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
 3. Electronic trip circuit breakers with rms sensing; field-replaceable rating plug or field-replaceable electronic trip; and the following field-adjustable settings:

- a. Instantaneous trip.
 - b. Long- and short-time pickup levels.
 - c. Long- and short-time time adjustments.
 - d. Ground-fault pickup level, time delay, and I^2t response.
4. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
 5. GFCI Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).
 6. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:
 - a. Standard frame sizes, trip ratings, and number of poles.
 - b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
 - c. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.
 - d. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 75 percent of rated voltage.
 - e. Handle Padlocking Device: Fixed attachment, for locking circuit breaker handle in on or off position.
 - f. Handle Clamp: Loose attachment, for holding circuit breaker handle in on position.
- C. Fused Switch: NEMA KS 1, Type HD; clips to accommodate specified fuses; lockable handle.
1. Fuses and Spare-Fuse Cabinet: Comply with requirements specified in Section 262813 "Fuses."
 2. Fused Switch Features and Accessories: Standard ampere ratings and number of poles.

2.7 ACCESSORY COMPONENTS AND FEATURES

- A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.
- B. Portable Test Set: For testing functions of solid-state trip devices without removing from panelboard. Include relay and meter test plugs suitable for testing panelboard meters and switchboard class relays.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Receive, inspect, handle, and store panelboards according to NECA 407 and NEMA PB 1.1.
- B. Examine panelboards before installation. Reject panelboards that are damaged or rusted or have been subjected to water saturation.

- C. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install panelboards and accessories according to NECA 407 and NEMA PB 1.1.
- B. Comply with mounting and anchoring requirements specified in Section 260548 "Vibration and Seismic Controls for Electrical Systems."
- C. Mount top of trim 90 inches (2286 mm) above finished floor unless otherwise indicated.
- D. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- E. Install overcurrent protective devices and controllers not already factory installed.
 - 1. Set field-adjustable, circuit-breaker trip ranges.
- F. Install filler plates in unused spaces.
- G. Stub four 1-inch (27-GRC) empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch (27-GRC) empty conduits below slab not on grade.
- H. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.
- I. Comply with NECA 1.

3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with Section 260553 "Identification for Electrical Systems."
- B. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- D. Device Nameplates: Label each branch circuit device in distribution panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- D. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- E. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
 - 3. Perform the following infrared scan tests and inspections and prepare reports:
 - a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each panelboard. Remove front panels so joints and connections are accessible to portable scanner.
 - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each panelboard 11 months after date of Substantial Completion.
 - c. Instruments and Equipment:
 - 1) Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
- F. Panelboards will be considered defective if they do not pass tests and inspections.
- G. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken and observations after remedial action.

3.5 ADJUSTING

- A. Adjust moving parts and operable component to function smoothly, and lubricate as recommended by manufacturer.
- B. Set field-adjustable circuit-breaker trip ranges as indicated

- C. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes.
1. Measure as directed during period of normal system loading.
 2. Perform load-balancing circuit changes outside normal occupancy/working schedule of the facility and at time directed. Avoid disrupting critical 24-hour services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.
 3. After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records.
 4. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

3.6 PROTECTION

- A. Temporary Heating: Apply temporary heat to maintain temperature according to manufacturer's written instructions.

END OF SECTION 26 24 16

SECTION 26 27 26 – WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Receptacles, receptacles with integral GFCI, and associated device plates.
2. Snap switches.
3. Wall-switch.
4. Floor service outlets, poke-through assemblies, service poles, and multioutlet assemblies.

- B. Related Sections include the following:

1. Division 26 Section "Raceway and Boxes for Electrical System".

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- D. RFI: Radio-frequency interference.
- E. TVSS: Transient voltage surge suppressor.
- F. UTP: Unshielded twisted pair.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Samples: One for each type of device and wall plate specified, in each color specified.
- D. Field quality-control test reports.
- E. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of wiring device and associated wall plate through one source from a single manufacturer. Insofar as they are available, obtain all wiring devices and associated wall plates from a single manufacturer and one source.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.
- D. When installed in the elevator hoistway/pit, atop the elevator cab, outdoors, or at other wet locations, the wiring devices shall be "NEMA 4".

1.6 COORDINATION

- A. Receptacles for Owner-Furnished Equipment: Match plug configurations.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers' Name: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
Basis-of-Design for Hazardous location; Crouse-Hinds.
 - 1. Cooper Wiring Devices, a division of Cooper Industries, Inc. (Cooper).
 - 2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell), Killark.
 - 3. Leviton Mfg. Company Inc. (Leviton).
 - 4. Pass & Seymour/Legrand; Wiring Devices & Accessories (Pass & Seymour).
 - 5. Appleton

2.2 STRAIGHT BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; 5351 (single), 5352 (duplex).
 - b. Hubbell; HBL5351 (single), CR5352 (duplex).
 - c. Leviton; 5891 (single), 5352 (duplex).
 - d. Pass & Seymour; 5381 (single), 5352 (duplex).
- B. Isolated-Ground, Duplex Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Hubbell; CR 5253IG.

- b. Leviton; 5362-IG.
3. Pass & Seymour; IG6300. Description: Straight blade; equipment grounding contacts shall be connected only to the green grounding screw terminal of the device and with inherent electrical isolation from mounting strap. Isolation shall be integral to receptacle construction and not dependent on removable parts.
- C. Tamper-Resistant Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- a. Cooper; TR8300.
- b. Hubbell; HBL8300SG.
- c. Leviton; 8300-SGG.
- d. Pass & Seymour; 63H.
2. Description: Labeled to comply with NFPA 70, "Health Care Facilities" Article, "Pediatric Locations" Section.
- 2.3 GFCI RECEPTACLES
- A. General Description: Straight blade, non-feed-through type. Comply with NEMA WD 1, NEMA WD 6, UL 498, and UL 943, Class A, and include indicator light that is lighted when device is tripped.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
2. Products: Subject to compliance with requirements, provide one of the following:
- a. Cooper; (Non-Feed Type)
- b. Pass & Seymour; (Non-Feed Type).
- 2.4 SNAP SWITCHES
- A. Comply with NEMA WD 1 and UL 20.
- B. Switches, 120/277 V, 20 A:
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
Basis-of-design for Hazardous location; Crouse-Hinds.
- a. Cooper; 2221 (single pole), 2222 (two pole), 2223 (three way), 2224 (four way).
- b. Hubbell; CS1221 (single pole), CS1222 (two pole), CS1223 (three way), CS1224 (four way).
- c. Leviton; 1221-2 (single pole), 1222-2 (two pole), 1223-2 (three way), 1224-2 (four way).

- d. Pass & Seymour; 20AC1 (single pole), 20AC2 (two pole), 20AC3 (three way), 20AC4 (four way).
- C. Pilot Light Switches, 20 A:
- 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; 2221PL for 120 V and 277 V.
 - b. Hubbell; HPL1221PL for 120 V and 277 V.
 - c. Leviton; 1221-PLR for 120 V, 1221-7PLR for 277 V.
 - d. Pass & Seymour; PS20AC1-PLR for 120 V.
 - 2. Description: Single pole, with neon-lighted handle, illuminated when switch is "ON."
- D. Key Operated Switches, 120/277 V, 20 A:
- 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper; 2221L.
 - b. Hubbell; HBL1221L.
 - c. Leviton; 1221-2L.
 - d. Pass & Seymour; PS20AC1-L.
 - 2. Description: Single pole, with factory-supplied key in lieu of switch handle.

2.5 WALL PLATES

- A. Single and combination types to match corresponding wiring devices.
- 1. Plate-Securing Screws: Metal with head color to match plate finish.
 - 2. Material for Finished Spaces: Steel with white baked enamel, suitable for field painting.
 - 3. Material for Unfinished Spaces: Galvanized steel smooth, high-impact thermoplastic.
 - 4. Material for Damp Locations: Thermoplastic Cast or aluminum with spring-loaded lift cover, and listed and labeled for use in "wet locations."
- B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with type 3R weather-resistant, die-cast aluminum or thermoplastic with lockable cover.

2.6 FINISHES

- A. Color: Wiring device catalog numbers in Section Text do not designate device color.
- 1. Wiring Devices Connected to Normal Power System: As selected by Architect, unless otherwise indicated or required by NFPA 70 or device listing.
 - 2. Isolated-Ground Receptacles: Orange As specified above, with orange triangle on face.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.
- B. Coordination with Other Trades:
1. Take steps to insure that devices and their boxes are protected. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of the boxes.
 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.
 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
 4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtailing existing conductors is permitted provided the outlet box is large enough.
- D. Device Installation:
1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before building finishing operations were complete.
 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
 3. Do not remove surface protection, such as plastic film and snudge covers, until the last possible moment.
 4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, 2/3 to 3/4 of the way around terminal screw.
 6. Use a torque screwdriver when a torque is recommended or required by the manufacturer.
 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
 8. Tighten unused terminal screws on the device.
 9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.
- E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the right.

3.2 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.

1. In healthcare facilities, prepare reports that comply with recommendations in NFPA 99.
2. Test Instruments: Use instruments that comply with UL 1436.
3. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated LED indicators of measurement.

B. Tests for Convenience Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.
2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is not acceptable.
3. Ground Impedance: Values of up to 2 ohms are acceptable.
4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
5. Using the test plug, verify that the device and its outlet box are securely mounted.
6. The tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

END OF SECTION 26 27 26

SECTION 26 28 13 - FUSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cartridge fuses rated 600 V ac and less for use in the following:
 - a. Control circuits.
 - b. Motor-control centers.
 - c. Panelboards.
 - d. Switchboards.
 - e. Enclosed controllers.
 - f. Enclosed switches.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

PART 2 - PRODUCTS

- 2.1 Spare-Fuse Cabinet: Wall-mounted steel unit with fuse pullers for each size of fuse.

- 2.2 MANUFACTURERS: Subject to compliance with requirements, provide products by one of the following, basis of design: Cooper Bussmann; a division of Cooper Industries

- A. Edison; a brand of Cooper Bussmann; a division of Cooper Industries
- B. Littelfuse, Inc.
- C. Mersen, Inc.

2.3 CARTRIDGE FUSES

- A. Characteristics: NEMA FU 1, current-limiting, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.

1. Type RK-1: 250 / 600-V, zero- to 600-A rating, 200 kAIC, time delay.
 2. Type RK-5: 250 / 600V, zero- to 600-A rating, 200 kAIC, time delay.
 3. Type CC: 600-V, zero- to 30-A rating, 200 kAIC, time delay.
 4. Type CD: 600-V, 31- to 60-A rating, 200 kAIC, time delay.
 5. Type J: 600-V, zero- to 600-A rating, 200 kAIC, time delay.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NEMA FU 1 for cartridge fuses.
- D. Comply with NFPA 70.
- E. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

2.3 FUSE APPLICATIONS

- A. Cartridge Fuses:
1. Service Entrance: Class RK1, time delay; Class J, time delay.
 2. Feeders: Class RK1, time delay; Class RK5, time delay; Class J, time delay.
 3. Motor Branch Circuits: Class RK1; Class RK5; Class CC, motor duty, time delay.
 4. Power Electronics Circuits: Class J, high speed; Class T, fast acting.
 5. Other Branch Circuits: Class RK1, time delay; Class RK5, time delay; Class J, time delay.
 6. Control Transformer Circuits: Class CC, time delay, control transformer duty.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.
- B. Install Class R fuses for motor loads.

3.2 IDENTIFICATION

- A. Install labels complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems" and indicating fuse replacement information inside of door of each fused switch and adjacent to each fuse block, socket, and holder.

END OF SECTION 26 28 13

SECTION 26 28 16 – ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Fusible switches.
2. Nonfusible switches.
3. Shunt trip switches.
4. Molded-case circuit breakers (MCCBs).
5. Enclosures.

1.3 DEFINITIONS

- A. NC: Normally closed.
- B. NO: Normally open.
- C. SPDT: Single pole, double throw.

1.4 SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
 1. Enclosure types and details for types other than NEMA 250, Type 1.
 2. Current and voltage ratings.
 3. Short-circuit current ratings (interrupting and withstand, as appropriate).
- B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.
 1. Wiring Diagrams: For power, signal, and control wiring.
- C. Qualification Data: For qualified testing agency.
- D. Field quality-control reports.
 1. Test procedures used.
 2. Test results that comply with requirements.
 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- E. Manufacturer's field service report.

F. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:

1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

B. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single source from single manufacturer.

C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

E. Comply with NFPA 70.

F. When installed in the elevator hoistway/pit, atop the elevator cab, outdoors, or at other wet locations, the enclosed switches/circuit breakers shall be "NEMA 4".

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:

1. Ambient Temperature: Not less than minus 22 deg F and not exceeding 104 deg F.
2. Altitude: Not exceeding 6600 feet.

B. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Engineer and Owner no fewer than seven (7) days in advance of proposed interruption of electric service.
2. Indicate method of providing temporary electric service.
3. Do not proceed with interruption of electric service without Owner's written permission.
4. Comply with NFPA 70E.

1.7 COORDINATION

- A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

1.8 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
 - 2. Fuse Pullers: Two for each size and type.

PART 2 - PRODUCTS

2.1 FUSIBLE SWITCHES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following: Basis-of-design: Eaton Electrical Cuttler-Hammer.
 - 1. Siemens Energy & Automation, Inc.
 - 2. Square D; a brand of Schneider Electric.
- B. Type GD, General Duty, Single Throw, 240-V ac, 800 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with cartridge fuse interiors to accommodate specified indicated fuses, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- C. Type HD, Heavy Duty, Six Pole, Single Throw, 240 V ac, 200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate specified indicated fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- D. Type HD, Heavy Duty, Double Throw, 240 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate specified indicated fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- E. Accessories:
 - 1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.

3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
4. Auxiliary Contact Kit: Two NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
5. Lugs: Mechanical type, suitable for number, size, and conductor material.
6. Service-Rated Switches: Labeled for use as service equipment.
7. Accessory Control Power Voltage: Remote mounted and powered; 24-V ac 120-V ac 208-V ac 240-V ac 6-V dc 12-V dc 24-V dc.

2.2 NONFUSIBLE SWITCHES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following: Basis-of-design; Eaton Electrical Cuttler-Hammer.
1. Siemens Energy & Automation, Inc.
 2. Square D; a brand of Schneider Electric.
- B. Type GD, General Duty, Single Throw, 600 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- C. Type HD, Heavy Duty, Single Throw, 240 V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- D. Type HD, Heavy Duty, Double Throw, 240 V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- E. Accessories:
1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductor.
 3. Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 4. Auxiliary Contact Kit: One Two NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
 5. Hookstick Handle: Allows use of a hookstick to operate the handle.
 6. Lugs: Mechanical Compression type, suitable for number, size, and conductor material.
 7. Accessory Control Power Voltage: Remote mounted and powered; 24-V ac 120-V ac 208-V ac 240-V ac 6-V dc 12-V dc 24-V dc.

2.3 SHUNT TRIP SWITCHES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
1. Cooper Bussmann, Inc.
 2. Ferraz Shawmut, Inc.
 3. Littelfuse, Inc.

- B. General Requirements: Comply with ASME A17.1, UL 50, and UL 98, with 200-kA interrupting and short-circuit current rating when fitted with Class J fuses.
- C. Accessories:
 - 1. Mechanically interlocked auxiliary contacts that change state when switch is opened and closed.
 - 2. Form C alarm contacts that change state when switch is tripped.
 - 3. Three-pole, double-throw, fire-safety and alarm relay; 120-V ac 24-V dc coil voltage.
 - 4. Three-pole, double-throw, fire-alarm voltage monitoring relay complying with NFPA 72.

2.4 MOLDED-CASE CIRCUIT BREAKERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings. Breakers indicated for Switchboard use must be suitable for use in existing Cutler-Hammer 120/208 volt, 1600 amp, Pow-R-Line C Switchboard
 - 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
- B. General Requirements: Comply with UL 489, NEMA AB 1, and NEMA AB 3, with interrupting capacity to comply with available fault currents.
- C. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 200 A and larger.
- D. Features and Accessories:
 - 1. Standard frame sizes, trip ratings, and number of poles.
 - 2. Lugs: Mechanical type, suitable for number, size, trip ratings, and conductor material.
 - 3. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge lighting circuits.
- E. All Circuit breakers protecting HVAC Units must be HACR Rated.

2.5 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location. Basis-of-design; Eaton Electrical Cuttler-Hammer.
 - 1. Indoor, Dry and Clean Locations: NEMA 250, Type 1
 - 2. Outdoor Locations: NEMA 250, Type 3R

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- C. Install fuses in fusible devices.
- D. Comply with NECA 1.

3.3 IDENTIFICATION

- A. Comply with requirements in Division 26 Section "Identification for Electrical Systems."
 - 1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
 - 2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- D. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each enclosed switch and circuit breaker, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- E. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
3. Perform the following infrared scan tests and inspections and prepare reports:
- a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each enclosed switch and circuit breaker. Remove front panels so joints and connections are accessible to portable scanner.
 - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each enclosed switch and circuit breaker 11 months after date of Substantial Completion.
 - c. Instruments and Equipment: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - d. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
- F. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.
- G. Prepare test and inspection reports, including a certified report that identifies enclosed switches and circuit breakers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- 3.5 ADJUSTING
- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

END OF SECTION 62816

SECTION 264313 - SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes field-mounted SPDs for low-voltage (120 to 600 V) power distribution and control equipment.
- B. Related Requirements:
 - 1. Section 262413 "Switchboards" for factory-installed SPDs.
 - 2. Section 262416 "Panelboards" for factory-installed SPDs.

1.3 DEFINITIONS

- A. Inominal: Nominal discharge current.
- B. MCOV: Maximum continuous operating voltage.
- C. Mode(s), also Modes of Protection: The pair of electrical connections where the VPR applies.
- D. MOV: Metal-oxide varistor; an electronic component with a significant non-ohmic current-voltage characteristic.
- E. OCPD: Overcurrent protective device.
- F. SCCR: Short-circuit current rating.
- G. SPD: Surge protective device.
- H. VPR: Voltage protection rating.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

2. Copy of UL Category Code VZCA certification, as a minimum, listing the tested values for VPRs, Inominal ratings, MCOVs, type designations, OCPD requirements, model numbers, system voltages, and modes of protection.

1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.
- B. Sample Warranty: For manufacturer's special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For SPDs to include in maintenance manuals.

1.7 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to replace or replace SPDs that fail in materials or workmanship within specified warranty period.

PART 2 - PRODUCTS

2.1 GENERAL SPD REQUIREMENTS

- A. SPD with Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Comply with UL 1449.
- D. MCOV of the SPD shall be the nominal system voltage.

2.2 SERVICE ENTRANCE AND TRANSFER SWITCH SUPPRESSOR

- A. Basis of Design shall be Eaton Electric. Approved equals include:
 1. ABB USA
 2. Liebert
 3. Siemens
 4. Square D
- B. SPDs: Comply with UL 1449, Type 1 and Type 2.
- C. SPDs: Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 1449, Type 1 and Type 2

1. SPDs with the following features and accessories:
 - a. Integral disconnect switch.
 - b. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
 - c. Indicator light display for protection status.
 - d. Form-C contacts rated at 2 A and 24-V ac, one normally open and one normally closed, for remote monitoring of protection status. Contacts shall reverse on failure of any surge diversion module or on opening of any current-limiting device. Coordinate with building power monitoring and control system.
 - e. Surge counter.

D. Comply with UL 1283.

E. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 400 kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.

F. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V and 208Y/120 V, three-phase, four-wire circuits shall not exceed the following:

1. Line to Neutral: 1200 V for 480Y/277 V and 700 V for 208Y/120 V.
2. Line to Ground: 1200 V for 480Y/277 V and 1200 V for 208Y/120 V.
3. Line to Line: 2000 V for 480Y/277 V and 1000 V for 208Y/120 V.

G. Protection modes and UL 1449 VPR for 240/120 V, single-phase, three-wire circuits shall not exceed the following:

1. Line to Neutral: 700 V.
2. Line to Ground: 700 V.
3. Line to Line: 1000 V.

H. SCCR: Equal or exceed 200 kA.

I. Inominal Rating: 20 kA.

2.3 PANEL SUPPRESSORS

A. Basis of Design shall be Eaton Electric. Approved equals include:

1. ABB USA
2. Liebert
3. Siemens
4. Square D

B. SPDs: Comply with UL 1449, Type 1 and Type 2.

1. Include LED indicator lights for power and protection status.
2. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.

3. Include Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of protection status. Contacts shall reverse on failure of any surge diversion module or on opening of any current-limiting device. Coordinate with building power monitoring and control system.
- C. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than [100 kA] <Insert value>. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.
 - D. Comply with UL 1283.
 - E. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V and 208Y/120 V, three-phase, four-wire circuits shall not exceed the following:
 1. Line to Neutral: 1200 V for 480Y/277 V and 700 V for 208Y/120 V.
 2. Line to Ground: 1200 V for 480Y/277 V and 700 V for 208Y/120 V.
 3. Neutral to Ground: 1200 V for 480Y/277 V and 700 V for 208Y/120 V.
 4. Line to Line: 1000 V for 480Y/277 V and 1200 V for 208Y/120 V.
 - F. Protection modes and UL 1449 VPR for 240/120-V, single-phase, three-wire circuits shall not exceed the following:
 1. Line to Neutral: 700 V.
 2. Line to Ground: 700 V.
 3. Neutral to Ground: 700 V.
 4. Line to Line: 1200 V.
 - G. SCCR: Equal or exceed 100 kA.
 - H. Inominal Rating: 20 kA.

2.4 ENCLOSURES

- A. Indoor Enclosures: NEMA 250, Type 1.
- B. Outdoor Enclosures: NEMA 250, Type 4X.

2.5 CONDUCTORS AND CABLES

- A. Power Wiring: Same size as SPD leads, complying with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. Class 2 Control Cables: Multiconductor cable with copper conductors not smaller than No. 22 AWG, complying with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Class 1 Control Cables: Multiconductor cable with copper conductors not smaller than No. 14 AWG, complying with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1.
- B. Install an OCPD or disconnect as required to comply with the UL listing of the SPD.
- C. Install SPDs with conductors between suppressor and points of attachment as short and straight as possible, and adjust circuit-breaker positions to achieve shortest and straightest leads. Do not splice and extend SPD leads unless specifically permitted by manufacturer. Do not exceed manufacturer's recommended lead length. Do not bond neutral and ground. Conductor length shall not exceed 3 feet.
- D. Use crimped connectors and splices only. Wire nuts are unacceptable.
- E. Wiring:
 - 1. Power Wiring: Comply with wiring methods in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
 - 2. Controls: Comply with wiring methods in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative.
 - 1. Compare equipment nameplate data for compliance with Drawings and Specifications.
 - 2. Inspect anchorage, alignment, grounding, and clearances.
 - 3. Verify that electrical wiring installation complies with manufacturer's written installation requirements.
- B. An SPD will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

3.3 STARTUP SERVICE

- A. Complete startup checks according to manufacturer's written instructions.
- B. Do not perform insulation-resistance tests of the distribution wiring equipment with SPDs installed. Disconnect SPDs before conducting insulation-resistance tests, and reconnect them immediately after the testing is over.
- C. Energize SPDs after power system has been energized, stabilized, and tested.

3.4 DEMONSTRATION

- A. Train Owner's maintenance personnel to operate and maintain SPDs.

END OF SECTION 264313

Not for Bidding/Construction Purposes

SECTION 26 51 00 – INTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Interior lighting fixtures, lamps, and ballasts.
2. Emergency lighting units.
3. Exit signs.
4. Lighting fixture supports.
5. Retrofit kits for fluorescent lighting fixtures.

1.3 DEFINITIONS

- A. BF: Ballast factor.
- B. CCT: Correlated color temperature.
- C. CRI: Color-rendering index.
- D. HID: High-intensity discharge.
- E. LER: Luminaire efficacy rating.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting fixture, including ballast housing if provided.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include data on features, accessories, finishes, and the following:
 1. Physical description of lighting fixture including dimensions.
 2. Emergency lighting units including battery and charger.
 3. Ballast, including BF.
 4. Energy-efficiency data.
 5. Life, output (lumens, CCT, and CRI), and energy-efficiency data for lamps.
 6. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing & Calculation Guides, of each lighting fixture type. The adjustment factors shall be for lamps, ballasts, and accessories identical to those indicated for the lighting fixture as applied in this project.
 - a. Testing Agency Certified Data: For indicated fixtures, photometric data shall be certified by a qualified independent testing agency. Photometric data for remaining fixtures shall be certified by manufacturer.

- b. **Manufacturer Certified Data:** Photometric data shall be certified by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. **Shop Drawings:** For nonstandard or custom lighting fixtures. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
- C. **Installation instructions.**

1.5 INFORMATIONAL SUBMITTALS

- A. **Coordination Drawings:** Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 - 1. Lighting fixtures.
 - 2. Suspended ceiling components.
 - 3. Structural members to which suspension systems for lighting fixtures will be attached.
 - 4. Other items in finished ceiling including the following:
 - a. Air outlets and inlets.
 - b. Speakers.
 - c. Sprinklers.
 - d. Smoke and fire detectors.
- B. **Qualification Data:** For qualified agencies providing photometric data for lighting fixtures.
- C. **Product Certificates:** For each type of ballast for hi-level and dimmer-controlled fixtures, from manufacturer.
- D. **Field quality-control reports.**
- E. **Warranty:** Sample of special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. **Operation and Maintenance Data:** For lighting equipment and fixtures, to include in emergency, operation, and maintenance manuals.
 - 1. Provide a list of all lamp types used on Project; use ANSI and manufacturer codes.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. **Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.**
 - 1. **Lamps:** 20 of each type and rating installed. Furnish at least one of each type.
 - 2. **Plastic Diffusers and Lenses:** 4 of each type and rating installed. Furnish at least one of each type.

3. Fluorescent-fixture-mounted, emergency battery pack: One for every 2 emergency lighting unit.
4. Ballasts: 6 of each type and rating installed. Furnish at least one of each type.
5. Globes and Guards: 4 of each type and rating installed. Furnish at least one of each type.
6. Protective lens wraps: furnish 50 each.

1.8 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910, complying with the IESNA Lighting Measurements Testing & Calculations Guides.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with NFPA 70.
- E. FM Global Compliance: Lighting fixtures for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.

1.9 COORDINATION

- A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.

1.10 WARRANTY

- A. Special Warranty for Emergency Lighting Batteries: Manufacturer's standard form in which manufacturer of battery-powered emergency lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.
 1. Warranty Period for Emergency Lighting Unit Batteries: Two (2) years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining year.
 2. Warranty Period for Self-Powered Exit Sign Batteries: Two (2) years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining year.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products indicated on Drawings.

2.2 GENERAL REQUIREMENTS FOR LIGHTING FIXTURES AND COMPONENTS

- A. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.
- B. Incandescent Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5A.
- C. Fluorescent Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5 and NEMA LE 5A as applicable.
- D. HID Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5B.
- E. Metal Parts: Free of burrs and sharp corners and edges.
- F. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.
- G. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.
- H. Diffusers and Globes:
 - 1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 - a. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.
 - b. UV stabilized.
 - 2. Glass: Annealed crystal glass unless otherwise indicated.
- I. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
 - 1. Label shall include the following lamp and ballast characteristics:
 - a. "USE ONLY" and include specific lamp type.
 - b. Lamp diameter code (T-4, T-5, T-8, T-12, etc.), tube configuration (twin, quad, triple, etc.), base type, and nominal wattage for fluorescent and compact fluorescent luminaires.
 - c. Lamp type, wattage, bulb type (ED17, BD56, etc.) and coating (clear or coated) for HID luminaires.
 - d. Start type (preheat, rapid start, instant start, etc.) for fluorescent and compact fluorescent luminaires.
 - e. ANSI ballast type (M98, M57, etc.) for HID luminaires.
 - f. CCT and CRI for all luminaires.
- J. Electromagnetic-Interference Filters: Factory installed to suppress conducted electromagnetic interference as required by MIL-STD-461E. Fabricate lighting fixtures with one filter on each ballast indicated to require a filter.

2.3 BALLASTS FOR LINEAR FLUORESCENT LAMPS

A. General Requirements for Electronic Ballasts:

1. Comply with UL 935 and with ANSI C82.11.
2. Designed for type and quantity of lamps served.
3. Ballasts shall be designed for full light output unless another BF, dimmer, or bi-level control is indicated.
4. Sound Rating: Class A
5. Total Harmonic Distortion Rating: Less than 20 percent.
6. Transient Voltage Protection: IEEE C62.41.1 and IEEE C62.41.2, Category A or better.
7. Operating Frequency: 42 kHz or higher.
8. Lamp Current Crest Factor: 1.7 or less.
9. BF: 0.88 or higher.
10. Power Factor: 0.95 or higher.
11. Parallel Lamp Circuits: Multiple lamp ballasts shall comply with ANSI C82.11 and shall be connected to maintain full light output on surviving lamps if one or more lamps fail.

B. Luminaires controlled by occupancy sensors shall have programmed-start ballasts.

C. Electronic Programmed-Start Ballasts for T8 Lamps: Comply with ANSI C82.11 and the following:

1. Lamp end-of-life detection and shutdown circuit for T5 diameter lamps.
2. Automatic lamp starting after lamp replacement.

D. Electromagnetic Ballasts: Comply with ANSI C82.1; energy saving, high-power factor, Class P, and having automatic-reset thermal protection.

1. Ballast Manufacturer Certification: Indicated by label.

E. Single Ballasts for Multiple Lighting Fixtures: Factory wired with ballast arrangements and bundled extension wiring to suit final installation conditions without modification or rewiring in the field.

F. Ballasts for Low-Temperature Environments:

1. Temperatures 0 Deg F (Minus 17 Deg C) and Higher: Electronic type rated for 0 deg F (minus 17 deg C) starting and operating temperature with indicated lamp types.

G. Ballasts for Low Electromagnetic-Interference Environments: Comply with 47 CFR 18, Ch. 1, Subpart C, for limitations on electromagnetic and radio-frequency interference for consumer equipment.

2.4 BALLASTS FOR COMPACT FLUORESCENT LAMPS

- A. Description: Electronic-programmed rapid-start type, complying with UL 935 and with ANSI C 82.11, designed for type and quantity of lamps indicated. Ballast shall be designed for full light output unless dimmer or bi-level control is indicated:

1. Lamp end-of-life detection and shutdown circuit.
2. Automatic lamp starting after lamp replacement.
3. Sound Rating: Class A.
4. Total Harmonic Distortion Rating: Less than 20 percent.
5. Transient Voltage Protection: IEEE C62.41.1 and IEEE C62.41.2, Category A or better.
6. Operating Frequency: 20 kHz or higher.
7. Lamp Current Crest Factor: 1.7 or less.
8. BF: 0.95 or higher unless otherwise indicated.
9. Power Factor: 0.95 or higher.
10. Interference: Comply with 47 CFR 18, Ch. 1, Subpart C, for limitations on electromagnetic and radio-frequency interference for nonconsumer equipment.

2.5 EMERGENCY FLUORESCENT POWER UNIT

- A. Internal Type: Self-contained, modular, battery-inverter unit, factory mounted within lighting fixture body and compatible with ballast. Comply with UL 924.

1. Emergency Connection: Operate one fluorescent lamp(s) continuously at an output of 1100 lumens each. Connect unswitched circuit to battery-inverter unit and switched circuit to fixture ballast.
2. Nightlight Connection: Operate one fluorescent lamp continuously.
3. Test Push Button and Indicator Light: Visible and accessible without opening fixture or entering ceiling space.
 - a. Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 - b. Indicator Light: LED indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
4. Battery: Sealed, maintenance-free, nickel-cadmium type.
5. Charger: Fully automatic, solid-state, constant-current type with sealed power transfer relay.
6. Remote Test: Switch in hand-held remote device aimed in direction of tested unit initiates coded infrared signal. Signal reception by factory-installed infrared receiver in tested unit triggers simulation of loss of its normal power supply, providing visual confirmation of either proper or failed emergency response.
7. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

- B. External Type: Self-contained, modular, battery-inverter unit, suitable for powering one or more fluorescent lamps, remote mounted from lighting fixture. Comply with UL 924.

1. Emergency Connection: Operate one fluorescent lamp continuously. Connect unswitched circuit to battery-inverter unit and switched circuit to fixture ballast.
2. Nightlight Connection: Operate one fluorescent lamp in a remote fixture continuously.
3. Battery: Sealed, maintenance-free, nickel-cadmium type.
4. Charger: Fully automatic, solid-state, constant-current type.
5. Housing: NEMA 250, Type 1 enclosure.

6. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
7. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
8. Remote Test: Switch in hand-held remote device aimed in direction of tested unit initiates coded infrared signal. Signal reception by factory-installed infrared receiver in tested unit triggers simulation of loss of its normal power supply, providing visual confirmation of either proper or failed emergency response.
9. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

2.6 BALLASTS FOR HID LAMPS

- A. Electromagnetic Ballast for Metal-Halide Lamps: Comply with ANSI C82.4 and UL 1029. Include the following features unless otherwise indicated:
 1. Ballast Circuit: Constant-wattage autotransformer or regulating high-power-factor type.
 2. Minimum Starting Temperature: Minus 22 deg F (Minus 30 deg C) for single-lamp ballasts.
 3. Rated Ambient Operating Temperature: 104 deg F (40 deg C).
 4. Open-circuit operation that will not reduce average life.
 5. Low-Noise Ballasts: Manufacturers' standard epoxy-encapsulated models designed to minimize audible fixture noise.

- B. Electronic Ballast for Metal-Halide Lamps: Include the following features unless otherwise indicated:
 1. Minimum Starting Temperature: Minus 20 deg F (Minus 29 deg C) for single-lamp ballasts.
 2. Rated Ambient Operating Temperature: 130 deg F (54 deg C).
 3. Lamp end-of-life detection and shutdown circuit.
 4. Sound Rating: Class A.
 5. Total Harmonic Distortion Rating: Less than 20 percent.
 6. Transient Voltage Protection: IEEE C62.41.1 and IEEE C62.41.2, Category A or better.
 7. Lamp Current Crest Factor: 1.5 or less.
 8. Power Factor: 0.90 or higher.
 9. Interference: Comply with 47 CFR 18, Ch. 1, Subpart C, for limitations on electromagnetic and radio-frequency interference for nonconsumer equipment.
 10. Protection: Class P thermal cutout.
 11. Bi-Level Dimming Ballast: Ballast circuit and leads provide for remote control of the light output of the associated fixture between high- and low-level and off.
 - a. High-Level Operation: 100 percent of rated lamp lumens.
 - b. Low-Level Operation: [35] [50] percent of rated lamp lumens.
 - c. Compatibility: Certified by ballast manufacturer for use with specific bi-level control system and lamp type indicated. Certified by lamp manufacturer that ballast operating modes are free from negative effect on lamp life and color-rendering capability.

- C. High-Pressure Sodium Ballasts: Electromagnetic type, with solid-state igniter/starter. Igniter/starter shall have an average life in pulsing mode of 10,000 hours at an igniter/starter-case temperature of 90 deg C.

1. Instant-Restrike Device: Integral with ballast, or solid-state potted module, factory installed within fixture and compatible with lamps, ballasts, and mogul sockets up to 150 W.
2. Minimum Starting Temperature: Minus 40 deg F (Minus 40 deg C).

2.7 QUARTZ LAMP LIGHTING CONTROLLER

- A. General Requirements for Controllers: Factory installed by lighting fixture manufacturer. Comply with UL 1598.
- B. Standby (Quartz Restrike): Automatically switches quartz lamp on when a HID lamp in the fixture is initially energized and during the HID lamp restrike period after brief power outages.
- C. Connections: Designed for a single branch -circuit connection.
- D. Switching Off: Automatically switches quartz lamp off when HID lamp strikes.
- E. Switching Off: Automatically switches quartz lamp off when HID lamp reaches approximately 60 percent light output.

2.8 EXIT SIGNS

- A. General Requirements for Exit Signs: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.
- B. Internally Lighted Signs:
 1. Lamps for AC Operation: Fluorescent, two for each fixture, 20,000 hours of rated lamp life.
 2. Lamps for AC Operation: LEDs, 50,000 hours minimum rated lamp life.
 3. Self-Powered Exit Signs (Battery Type): Integral automatic charger in a self-contained power pack.
 - a. Battery: Sealed, maintenance-free, nickel-cadmium type.
 - b. Charger: Fully automatic, solid-state type with sealed transfer relay.
 - c. Operation: Relay automatically energizes lamp from battery when circuit voltage drops to 80 percent of nominal voltage or below. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
 - d. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 - e. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
 - f. Remote Test: Switch in hand-held remote device aimed in direction of tested unit initiates coded infrared signal. Signal reception by factory-installed infrared receiver in tested unit triggers simulation of loss of its normal power supply, providing visual confirmation of either proper or failed emergency response.
 - g. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.
 4. Master/Remote Sign Configurations:

- a. Master Unit: Comply with requirements above for self-powered exit signs, and provide additional capacity in battery for power connection to remote unit.
 - b. Remote Unit: Comply with requirements above for self-powered exit signs, except omit power supply, battery, and test features. Arrange to receive full power requirements from master unit. Connect for testing concurrently with master unit as a unified system.
- C. Self-Luminous Signs: Powered by tritium gas, with universal bracket for flush-ceiling, wall, or end mounting. Signs shall be guaranteed by manufacturer to maintain the minimum brightness requirements in UL 924 for 10 years.
- D. Self-Luminous Signs: Using strontium oxide aluminate compound to store ambient light and release the stored energy when the light is removed. Provide with universal bracket for flush-ceiling, wall, or end mounting.

2.9 EMERGENCY LIGHTING UNITS

- A. General Requirements for Emergency Lighting Units: Self-contained units complying with UL 924.
1. Battery: Sealed, maintenance-free, lead-acid type.
 2. Charger: Fully automatic, solid-state type with sealed transfer relay.
 3. Operation: Relay automatically turns lamp on when power-supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
 4. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 5. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
 6. Wire Guard: Heavy-chrome-plated wire guard protects lamp heads or fixtures.
 7. Integral Time-Delay Relay: Holds unit on for fixed interval of 5 minutes when power is restored after an outage.
 8. Remote Test: Switch in hand-held remote device aimed in direction of tested unit initiates coded infrared signal. Signal reception by factory-installed infrared receiver in tested unit triggers simulation of loss of its normal power supply, providing visual confirmation of either proper or failed emergency response.
 9. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is announced by an integral audible alarm and a flashing red LED.

2.10 FLUORESCENT LAMPS

- A. T8 rapid-start lamps, rated 32 W maximum, nominal length of 48 inches (1220 mm), 3800 initial lumens (minimum), CRI 75 (minimum), color temperature 4100 K, and average rated life 20,000 hours unless otherwise indicated.
- B. T8 rapid-start lamps, rated 17 W maximum, nominal length of 24 inches (610 mm), 1300 initial lumens (minimum), CRI 75 (minimum), color temperature 4100 K, and average rated life of 20,000 hours unless otherwise indicated.
- C. T5 rapid-start lamps, rated 28 W maximum, nominal length of 45.2 inches (1150 mm), 2900 initial lumens (minimum), CRI 85 (minimum), color temperature 4100 K, and average rated life of 20,000 hours unless otherwise indicated.

- D. T5HO rapid-start, high-output lamps, rated 54 W maximum, nominal length of 45.2 inches (1150 mm), 5000 initial lumens (minimum), CRI 85 (minimum), color temperature 4100 K, and average rated life of 20,000 hours unless otherwise indicated.
- E. Compact Fluorescent Lamps: 4-Pin, CRI 80 (minimum), color temperature 4100 K, average rated life of 10,000 hours at three hours operation per start[, and suitable for use with dimming ballasts] unless otherwise indicated.
 - 1. 13 W: T4, double or triple tube, rated 900 initial lumens (minimum).
 - 2. 18 W: T4, double or triple tube, rated 1200 initial lumens (minimum).
 - 3. 26 W: T4, double or triple tube, rated 1800 initial lumens (minimum).
 - 4. 32 W: T4, triple tube, rated 2400 initial lumens (minimum).
 - 5. 42 W: T4, triple tube, rated 3200 initial lumens (minimum).
 - 6. 57 W: T4, triple tube, rated 4300 initial lumens (minimum).
 - 7. 70 W: T4, triple tube, rated 5200 initial lumens (minimum).

2.11 HID LAMPS

- A. High-Pressure Sodium Lamps: ANSI C78.42, CRI 21 (minimum), color temperature 1900 K, and average rated life of 24,000 hours, minimum.
 - 1. Dual-Arc Tube Lamps: Arranged so only one of two arc tubes is lighted at one time and when power is restored after an outage, the cooler arc tube, with lower internal pressure, lights instantly, providing an immediate 8 to 15 percent of normal light output.
- B. Metal-Halide Lamps: ANSI C78.43, with minimum CRI 65, and color temperature 4000 K.
- C. Pulse-Start, Metal-Halide Lamps: Minimum CRI 65, and color temperature 4000 K.
- D. Ceramic, Pulse-Start, Metal-Halide Lamps: Minimum CRI 80, and color temperature 4000 K.

2.12 LIGHTING FIXTURE SUPPORT COMPONENTS

- A. Comply with Division 26 Section "Hangers and supports for Electrical Systems" for channel- and angle-iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 3/4-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as fixture.
- C. Twin-Stem Hangers: Two, 3/4-inch steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.
- D. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated steel, 12 gage.
- E. Wires for Humid Spaces: ASTM A 580/A 580M, Composition 302 or 304, annealed stainless steel, 12 gage.
- F. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.
- G. Hook Hangers: Integrated assembly matched to fixture and line voltage and equipped with threaded attachment, cord, and locking-type plug.

2.13 RETROFIT KITS FOR FLUORESCENT LIGHTING FIXTURES

- A. Reflector Kit: UL 1598, Type I. Suitable for two- to four-lamp, surface-mounted or recessed lighting fixtures by improving reflectivity of fixture surfaces.
- B. Ballast and Lamp Change Kit: UL 1598, Type II. Suitable for changing existing ballast, lamps, and sockets.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Lighting fixtures:
 - 1. Set level, plumb, and square with ceilings and walls unless otherwise indicated.
 - 2. Install lamps in each luminaire.
- B. Temporary Lighting: If it is necessary, and approved by Architect, to use permanent luminaires for temporary lighting, install and energize the minimum number of luminaires necessary. When construction is sufficiently complete, remove the temporary luminaires, disassemble, clean thoroughly, install new lamps, and reinstall.
- C. Remote Mounting of Ballasts: Distance between the ballast and fixture shall not exceed that recommended by ballast manufacturer. Verify, with ballast manufacturers, maximum distance between ballast and luminaire.
- D. Lay-in Ceiling Lighting Fixtures Supports: Use grid as a support element.
 - 1. Install ceiling support system rods or wires, independent of the ceiling suspension devices, for each fixture. Locate not more than 6 inches from lighting fixture corners.
 - 2. Support Clips: Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.
 - 3. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4-inch metal channels spanning and secured to ceiling tees.
 - 4. Install at least one independent support rod or wire from structure to a tab on lighting fixture. Wire or rod shall have breaking strength of the weight of fixture at a safety factor of 3.
- E. Suspended Lighting Fixture Support:
 - 1. Pendants and Rods: Where longer than 48 inches brace to limit swinging.
 - 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
 - 3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.
 - 4. Do not use grid as support for pendant luminaires. Connect support wires or rods to building structure.
- F. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."

3.2 IDENTIFICATION

- A. Install labels with panel and circuit numbers on concealed junction and outlet boxes. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

3.3 FIELD QUALITY CONTROL

- A. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery and retransfer to normal.
- B. Verify that self-luminous exit signs are installed according to their listing and the requirements in NFPA 101.
- C. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

3.4 STARTUP SERVICE

- A. Burn-in all lamps that require specific aging period to operate properly, prior to occupancy by Owner. Burn-in fluorescent and compact fluorescent lamps intended to be dimmed, for at least 100 hours at full voltage.

3.5 ADJUSTING

- A. Occupancy Adjustments: When requested within 24 months of date of Substantial Completion, provide on-site assistance in adjusting aimable luminaires to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose. Some of this work may be required after dark.
 - 1. Adjust aimable luminaires in the presence of Architect.

END OF SECTION 26 51 00

SECTION 27 05 28 - PATHWAYS FOR COMMUNICATIONS SYSTEMS

1.1 RELATED DOCUMENTS

PART 2 - GENERAL

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

2.2 SUMMARY

A. Section Includes:

1. Metal conduits and fittings.
2. Metal wireways and auxiliary gutters.
3. Surface pathways.
4. Boxes, enclosures, and cabinets.

B. Related Requirements:

1. Section 26 05 33 "Raceways and Boxes for Electrical Systems" for conduits, wireways, surface raceways, boxes, enclosures, cabinets, and faceplate adapters serving electrical systems.

2.3 DEFINITIONS

- A. GRC: Galvanized rigid steel conduit.
- B. IMC: Intermediate metal conduit.

2.4 ACTION SUBMITTALS

- A. Product Data: For surface pathways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

2.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Pathway routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
1. Structural members in paths of pathway groups with common supports.

2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.
- B. Seismic Qualification Certificates: For pathway racks, enclosures, cabinets, equipment racks and their mounting provisions including those for internal components, from manufacturer.
- C. Source quality-control reports.

PART 3 - PRODUCTS

3.1 METAL CONDUITS AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. AFC Cable Systems, Inc.
 2. Alflec, Inc.
 3. Allied Tube & Conduit.
 4. Anamet Electrical, Inc.
 5. Electri-Flex Company.
 6. Manhattan/CDT/Cole-Flex.
 7. Maverick Tube Corporation
 8. O-Z/Gedney.
 9. Wheatland Tube Company.
- B. General Requirements for Metal Conduits and Fittings:
1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 2. Comply with TIA-569-B.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. IMC: Comply with ANSI C80.6 and UL 1242.
- E. EMT: Comply with ANSI C80.3 and UL 797.
- F. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
1. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Setscrew.
 2. Expansion Fittings: PVC or steel to match conduit type, complying with UL-467, rated for environmental conditions where installed, and including flexible external bonding jumper.

- G. Joint Compound for IMC or GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

3.2 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Cooper B-Line, Inc.
2. Hoffman.
3. Square D.

- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 unless otherwise indicated, and sized according to NFPA 70.
- C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, and caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Screw-cover type unless otherwise indicated.
- E. Finish: Manufacturer's standard enamel finish.

3.3 SURFACE PATHWAYS

- A. General Requirements for Surface Pathways:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. Comply with TIA-569-B.

- B. Surface Metal Pathways: Galvanized steel with snap-on covers, complying with UL 5. Manufacturer's standard enamel finish in color selected by Architect.

1. Rigid Metal Conduit in all Class I, Division II hazardous locations.

3.4 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Adalet.
2. Cooper Technologies Company; Cooper Crouse-Hinds.
3. EGS/Appleton Electric.
4. Milbank Manufacturing Co.
5. Mono-Systems, Inc.
6. O-Z/Gedney.
7. RACO; Hubbell.

8. Robroy Industries.
9. Thomas & Betts Corporation.
10. Wiremold / Legrand.
11. Hubbell-Killark

B. General Requirements for Boxes, Enclosures, and Cabinets:

1. Comply with TIA-569-B.
2. Boxes, enclosures and cabinets installed in wet locations shall be listed for use in wet locations.

C. Sheet-Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

D. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

F. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 with continuous-hinge cover with flush latch unless otherwise indicated.

1. Metal Enclosures: Steel finished inside and out with manufacturer's standard enamel.
2. Interior Panels: Steel all sides finished with manufacturer's standard enamel.

G. Cabinets:

1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.
6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 4 - EXECUTION

4.1 PATHWAY APPLICATION

A. Indoors: Apply pathway products as specified below unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
4. Boxes and Enclosures: NEMA 250 Type 1.
5. Class I, Division II Hazardous locations: RMC.

B. Minimum Pathway Size: 3/4-inch trade size, or as noted on the Drawings. Minimum size for optical-fiber cables is 1 inch.

- C. Pathway Fittings: Compatible with pathways and suitable for use and location.
 - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 - 2. EMT: Use compression, steel fittings. Comply with NEMA FB 2.10.
- D. Install surface pathways only where indicated on Drawings.

4.2 INSTALLATION

- A. Comply with NECA 1, NECA 101, and TIA-569-B for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum pathways. Comply with NFPA 70 limitations for types of pathways allowed in specific occupancies and number of floors.
- B. Keep pathways at least 6 inches from parallel runs of flues and steam or hot-water pipes. Install horizontal pathway runs above water and steam piping.
- C. Complete pathway installation before starting conductor installation.
- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of two 90-degree bends in any pathway run. Support within 12 inches of changes in direction. Utilize long radius ells for all optical-fiber cables.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT for pathways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- J. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install insulated bushings on conduits terminated with locknuts.
- K. Install pathways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- L. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- M. Cut conduit perpendicular to the length. For conduits of 2-inch trade size and larger, use roll cutter or a guide to ensure cut is straight and perpendicular to the length.

- N. Install pull wires in empty pathways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground pathways designated as spare above grade alongside pathways in use.
- O. Surface Pathways:
1. Install surface pathway for surface telecommunications outlet boxes only where indicated on Drawings.
 2. Install surface pathway with a minimum 2-inch radius control at bend points.
 3. Secure surface pathway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight pathway section. Support surface pathway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- P. Install pathway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed pathways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install pathway sealing fittings according to NFPA 70.
- Q. Install devices to seal pathway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all pathways at the following points:
1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 2. Where an underground service pathway enters a building or structure.
 3. Where otherwise required by NFPA 70.
- R. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to bottom of box unless otherwise indicated.
- S. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surface to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- T. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- U. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- V. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

4.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR COMMUNICATIONS PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 26 05 33 "Raceway and Boxes for Electrical Systems."

4.4 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

4.5 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage or deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

END OF SECTION 27 05 28

Not for Bidding/Construction Purposes

SECTION 28 05 13 – CONDUCTORS & CABLES FOR ELECTRONIC SAFETY & SECURITY

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:

1. Low-voltage control cabling.
2. Control-circuit conductors.
3. Fire alarm wire and cable.
4. Identification products.

1.03 DEFINITIONS

- A. BICSI: Building Industry Consulting Service International.
- B. EMI: Electromagnetic interference.
- C. IDC: Insulation displacement connector.
- D. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.
- E. Open Cabling: Passing telecommunications cabling through open space (e.g., between the studs of a wall cavity).
- F. RCDD: Registered Communications Distribution Designer.

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified layout technician, installation supervisor, and field inspector.
- B. Source quality-control reports.
- C. Field quality-control reports.

1.06 QUALITY ASSURANCE

A. Testing Agency Qualifications: An NRTL.

1. Testing Agency's Field Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

B. When installed in the elevator hoistway/pit, atop the elevator cab, outdoors, or at other wet locations, the conductors/cables shall be "NEMA 4".

1.07 DELIVERY, STORAGE, AND HANDLING

A. Inspect cables upon receipt at Project site.

1.08 FIELD CONDITIONS

A. Do not install conductors and cables that are wet, moisture damaged, or mold damaged.

1. Indications that wire and cables are wet or moisture damaged include, but are not limited to, discoloration and sagging of factory packing materials.

B. Environmental Limitations: Do not deliver or install UTP, optical fiber, and coaxial cables and connecting materials until wet work in spaces is complete and dry, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.02 LOW-VOLTAGE CONTROL CABLE

A. Paired Cable: NFPA 70, Type CMG.

1. One pair, twisted, No. 16 AWG, stranded (19x29) and No. 18 AWG, stranded (19x30) tinned copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1581.

B. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.

1. One pair, twisted, No. 16 AWG, stranded (19x29) and No. 18 AWG, stranded (19x30) tinned copper conductors.
2. PVC insulation.
3. Unshielded.

4. PVC jacket.
5. Flame Resistance: Comply with NFPA 262.

2.03 CONTROL-CIRCUIT CONDUCTORS

- A. Class 1 and Class 2 Control Circuits: Stranded copper, Type THHN-THWN, complying with UL 83, in raceway.
- B. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type TW or TF, complying with UL 83.

2.04 FIRE ALARM WIRE AND CABLE

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Comtran Corporation.
 2. Genesis Cable Products; Honeywell International, Inc.
 3. Hookbestos-Suprenant Cable Corp.
 4. West Penn Wire.
- B. General Wire and Cable Requirements: NRTL listed and labeled as complying with NFPA 70, Article 760.
- C. Signaling Line Circuits: Twisted, shielded pair, size as recommended by system manufacturer.
- D. Non-Power-Limited Circuits: Solid-copper conductors with 600-V rated, 75 deg C, color-coded insulation.
 1. Low-Voltage Circuits: No. 16 AWG minimum.
 2. Line-Voltage Circuits: No. 12 AWG minimum.

2.05 SOURCE QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to evaluate cables.
- B. Cable will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

PART 3 EXECUTION

3.01 INSTALLATION OF HANGERS AND SUPPORTS

- A. Comply with requirements in Division 26 Section "Hangers and Supports for Electrical Systems" for installation of supports for cables.

3.02 WIRING METHOD

- A. Install wiring in metal pathways and wireways.
 1. Minimum conduit size shall be 3/4 inch. Control and data transmission wiring shall not share conduit with other building wiring systems.

2. Use rigid metal conduit in all Class I, Division II Hazardous locations.
- B. Install cable, concealed in accessible ceilings, walls, and floors when possible.
- C. Wiring within Enclosures:
1. Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii.
 2. Install lacing bars and distribution spools.
 3. Separate power-limited and non-power-limited conductors as recommended in writing by manufacturer.
 4. Install conductors parallel with or at right angles to sides and back of enclosure.
 5. Connect conductors that are terminated, spliced, or interrupted in any enclosure associated with intrusion system to terminal blocks.
 6. Mark each terminal according to system's wiring diagrams.
 7. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.

3.03 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1.
- B. Conductors: Size according to system manufacturer's written instructions unless otherwise indicated.
- C. General Requirements for Cabling:
1. Comply with TIA/EIA-568-B 1.
 2. Comply with BICSI ITSIM, Ch. 6, "Cable Termination Practices."
 3. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
 4. Cables may not be spliced. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
 5. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIM, "Cabling Termination Practices" Chapter. Install lacing bars and distribution spools.
 6. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
 7. Cold-Weather Installation: Bring cable to room temperature before unreeling. Heat lamps shall not be used for heating.
 8. Pulling Cable: Comply with BICSI ITSIM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.
- D. Open-Cable Installation:
1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
 2. Suspend copper cable not in a wireway or pathway a minimum of 8 inches above ceilings by cable supports not more than 60 inches apart.
 3. Cable shall not be run through structural members or in contact with pipes, ducts, or other potentially damaging items.

E. Installation of Cable Routed Exposed under Raised Floors or through Plenum Spaces:

1. Install plenum-rated cable only.
2. Install cabling after the flooring system has been installed in raised floor areas.
3. Coil cable 72 inches long shall be neatly coiled not less than 12 inches in diameter below each feed point.

F. Separation from EMI Sources:

1. Comply with BICSI TDMM and TIA-569-B recommendations for separating unshielded copper voice and data communication cable from potential EMI sources, including electrical power lines and equipment.
2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 5 inches.
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 12 inches.
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 24 inches.
3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 2-1/2 inches.
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 6 inches.
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 12 inches.
4. Separation between cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:
 - a. Electrical Equipment Rating Less Than 2 kVA: No requirement.
 - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 3 inches.
 - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 6 inches.
5. Separation between Cables and Electrical Motors and Transformers, 5 kVA or HP and Larger: A minimum of 48 inches.
6. Separation between Cables and Fluorescent Fixtures: A minimum of 5 inches.

3.04 FIRE ALARM WIRING INSTALLATION

- A. Comply with NECA 1 and NFPA 72.
- B. Wiring Method: Install wiring in metal raceway according to Division 26 Section "Raceways and Boxes for Electrical Systems."
 1. Install plenum cable in environmental air spaces, including plenum ceilings.
 2. Fire alarm circuits and equipment control wiring associated with the fire alarm system shall be installed in a dedicated raceway system. This system shall not be used for any other wire or cable.

C. Wiring Method:

1. Cables and raceways used for fire alarm circuits, and equipment control wiring associated with the fire alarm system, may not contain any other wire or cable.
2. Fire-Rated Cables: Use of 2-hour, fire-rated fire alarm cables, NFPA 70, Types MI and CI, is not permitted.
3. Signaling Line Circuits: Power-limited fire alarm cables shall not be installed in the same cable or raceway as signaling line circuits.

D. Wiring within Enclosures: Separate power-limited and non-power-limited conductors as recommended by manufacturer. Install conductors parallel with or at right angles to sides and back of the enclosure. Bundle, lace, and train conductors to terminal points with no excess. Connect conductors that are terminated, spliced, or interrupted in any enclosure associated with the fire alarm system to terminal blocks. Mark each terminal according to the system's wiring diagrams. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.

E. Cable Taps: Use numbered terminal strips in junction, pull, and outlet boxes, cabinets, or equipment enclosures where circuit connections are made.

F. Color-Coding: Color-code fire alarm conductors differently from the normal building power wiring. Use one color-code for alarm circuit wiring and another for supervisory circuits. Color-code audible alarm-indicating circuits differently from alarm-initiating circuits. Use different colors for visible alarm-indicating devices. Paint fire alarm system junction boxes and covers red.

G. Risers: Install at least two vertical cable risers to serve the fire alarm system. Separate risers in close proximity to each other with a minimum one-hour-rated wall, so the loss of one riser does not prevent the receipt or transmission of signals from other floors or zones.

H. Wiring to Remote Alarm Transmitting Device: 1-inch conduit between the fire alarm control panel and the transmitter. Install number of conductors and electrical supervision for connecting wiring as needed to suit monitoring function.

3.05 POWER AND CONTROL-CIRCUIT CONDUCTORS

A. 120-V Power Wiring: Install according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables" unless otherwise indicated.

B. Minimum Conductor Sizes:

1. Class 1 remote-control and signal circuits, No. 14 AWG.
2. Class 2 low-energy, remote-control and signal circuits, No. 16 AWG.
3. Class 3 low-energy, remote-control, alarm and signal circuits, No. 12 AWG.

3.06 CONNECTIONS

A. Comply with requirements in Division 28 Section "Digital, Addressable Fire-Alarm System" for connecting, terminating, and identifying wires and cables.

3.01 GROUNDING

A. For communications wiring, comply with J-STD-607-A and with BICSI TDMM, "Grounding, Bonding, and Electrical Protection" Chapter.

- B. For low-voltage wiring and cabling, comply with requirements in Division 26 Section "Grounding and Bonding for Electrical Systems."

3.02 IDENTIFICATION

- A. Identify system components, wiring, and cabling complying with TIA/EIA-606-A. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

3.03 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

- B. Perform the following tests and inspections:

1. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
2. Test cabling for DC loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination but not cross connection.

- a. Test instruments shall meet or exceed applicable requirements in TIA/EIA-568-B.2. Perform tests with a tester that complies with performance requirements in "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.

- C. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide, or transfer the data from the instrument to the computer, save as text file, print, and submit.

- D. End-to-end cabling will be considered defective if it does not pass tests and inspections.

- E. Prepare test and inspection reports.

END OF SECTION 28 05 13

SECTION 28 31 11 - DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. RELATED SECTIONS

1. Section 26 05 33 – Raceway and Boxes for Electrical Systems
2. Section 26 05 13 – Conductors and Cables for Electronic Safety and Security

1.2 SUMMARY

A. Section Includes:

1. Fire-alarm control unit.
2. Manual fire-alarm boxes.
3. System smoke detectors.
4. Heat detectors.
5. Notification appliances.
6. Magnetic door holders.
7. Addressable interface devices.

1.3 DEFINITIONS

- A. LED: Light-emitting diode.
- B. NICET: National Institute for Certification in Engineering Technologies.

1.4 SYSTEM DESCRIPTION

- A. Extension of existing circuits into the Paint Spray room and provide Class 1, Division I Hazardous location devices.

1.5 SUBMITTALS

A. General Submittal Requirements:

1. Submittals shall be approved by authorities having jurisdiction prior to submitting them to Architect.
2. Shop Drawings shall be prepared by persons with the following qualifications:

- a. Trained and certified by manufacturer in fire-alarm system design.
 - b. NICET-certified fire-alarm technician, Level III minimum.
 - c. Licensed or certified by authorities having jurisdiction.
- B. Product Data: For each type of product indicated.
- C. Shop Drawings: For fire-alarm system. Include plans, elevations, sections, details, and attachments to other work.
1. Comply with recommendations in the "Documentation" Section of the "Fundamentals of Fire Alarm Systems" Chapter in NFPA 72.
 2. Include voltage drop calculations for notification appliance circuits.
 3. Include battery-size calculations.
 4. Include performance parameters and installation details for each detector, verifying that each detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
 5. Include plans, sections, and elevations of heating, ventilating, and air-conditioning ducts, drawn to scale and coordinating installation of duct smoke detectors and access to them. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators. Locate detectors according to manufacturer's written recommendations.
 6. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits.
 7. Include complete one-line riser diagrams showing all equipment locations and sizes, and point-by-point wiring diagram with type and number of all conductors.
 8. Submit detailed drawing of Fire Control Panel(s) including all module/component locations and panel point-to-point wiring diagrams including all field circuit termination points.
- D. Qualification Data: For qualified Installer.
- E. Operation and Maintenance Data: For fire-alarm systems and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
1. Comply with the "Records" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA 72.
 2. Provide "Record of Completion Documents" according to NFPA 72 article "Permanent Records" in the "Records" Section of the "Inspection, Testing and Maintenance" Chapter.
 3. Record copy of site-specific software.
 4. Provide "Maintenance, Inspection and Testing Records" according to NFPA 72 article of the same name and include the following:
 - a. Frequency of testing of installed components.
 - b. Frequency of inspection of installed components.
 - c. Requirements and recommendations related to results of maintenance.
 - d. Manufacturer's user training manuals.
 5. Manufacturer's required maintenance related to system warranty requirements.
 6. Abbreviated operating instructions for mounting at fire-alarm control unit.
 7. Copy of NFPA 25.

F. Software and Firmware Operational Documentation:

1. Software operating and upgrade manuals.
2. Program Software Backup: On magnetic media or compact disk, complete with data files.
3. Device address list.
4. Printout of software application and graphic screens.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Personnel shall be trained and certified by manufacturer for installation of units required for this Project.
- B. Installer Qualifications: Installation shall be by personnel certified by NICET as fire-alarm Level II technician.
- C. Source Limitations for Fire-Alarm System and Components: Obtain fire-alarm system from single source from single manufacturer. Components shall be compatible with, and operate as, an extension of existing system.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency and marked for intended location and application.
- E. NFPA Certification: Obtain certification according to NFPA 72 by a Nationally Recognized Testing Laboratory (NRTL).

1.7 PROJECT CONDITIONS

- A. Interruption of Existing Fire-Alarm Service: Do not interrupt fire-alarm service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary guard service according to requirements indicated:
 1. Coordinate and comply with the requirements of the local Fire Marshall, or Authority Having Jurisdiction, concerning the fire alarm system shut down plans, procedures, and fire watch plans that will be implemented for system interruptions during construction. All existing fire alarm devices shall remain active until new cabling and devices are installed. Temporary interruptions are allowed while work is being done on the system. Work shall be coordinated so that system is fully functional at the end of the workday. If system is not fully functional at end of workday, Contractor shall provide personnel for fire watch as required by local Fire Marshall and shall be responsible for all associated costs.
 2. Notify Construction Manager and Owner no fewer than two days in advance of proposed interruption of fire-alarm service.
 3. Do not proceed with interruption of fire-alarm service without Construction Manager and Owner's written permission.

1.8 SEQUENCING AND SCHEDULING

- A. Existing Fire-Alarm Equipment: Maintain existing equipment fully operational until new equipment has been tested and accepted. As new equipment is installed, label it "NOT IN SERVICE" until it is accepted. Remove labels from new equipment when put into service and label existing fire-alarm equipment "NOT IN SERVICE" until removed from the building. Coordinate and comply with the requirements of the local Fire Marshall, or Authority Having Jurisdiction, concerning the fire alarm system shutdown plans, procedures, and fire watch plans that will be implemented for system interruptions during construction.
- B. Equipment Removal: After acceptance of new fire-alarm system, remove existing disconnected fire-alarm equipment and wiring.

1.9 SOFTWARE SERVICE AGREEMENT

- A. Comply with UL 864.
- B. Technical Support: Beginning with Substantial Completion, provide software support for two years.
- C. Upgrade Service: Update software to latest version at Project completion. Install and program software upgrades that become available within two years from date of Substantial Completion. Upgrading software shall include operating system. Upgrade shall include new or revised licenses for use of software.
 - 1. Provide 30 days' notice to Owner to allow scheduling and access to system and to allow Owner to upgrade computer equipment if necessary.

1.10 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Lamps for Remote Indicating Lamp Units: Quantity equal to 5 percent of amount installed, but no fewer than 2 units.
 - 2. Strobe Units: Quantity equal to 5 percent of amount installed, but no fewer than 2 units.
 - 3. Smoke Detectors and Heat Detectors: Quantity equal to 5 percent of amount of each type installed, but no fewer than 2 units of each type.
 - 4. Detector Bases: Quantity equal to 2 percent of amount of each type installed, but no fewer than 2 units of each type.
 - 5. Keys and Tools: One extra set for access to locked and tamper proofed component.
 - 6. Audible and Visual Notification Appliances: Quantity equal to 5 percent of amount installed, but no fewer than 2 units.
 - 7. Fuses: Five of each type installed in the system.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the following to match the existing fire alarm system:

2.2 SYSTEMS OPERATIONAL DESCRIPTION

- A. Fire-alarm signal initiation shall be by one or more of the following devices
1. Manual stations.
 2. Heat detectors.
 3. Smoke detectors.
 4. Duct smoke detectors.
 5. Verified automatic alarm operation of smoke detectors
 6. Automatic sprinkler system water flow]
 7. Heat detectors in elevator shaft and pit.
 8. Fire-extinguishing system operation.
 9. Fire standpipe system
- B. Fire-alarm signal shall initiate the following actions:
1. Continuously operate alarm notification appliances.
 2. Identify alarm at fire-alarm control unit and remote annunciators.
 3. Transmit an alarm signal to the remote alarm receiving station.
 4. Release fire and smoke doors held open by magnetic door holders.
 5. Switch heating, ventilating, and air-conditioning equipment controls to fire-alarm mode.
 6. Close smoke dampers in air ducts of designated air-conditioning duct systems.
 7. Recall elevators to primary or alternate recall floors.
 8. Record events in the system memory.
- C. Supervisory signal initiation shall be by one or more of the following devices and actions:
1. Valve supervisory switch.
- D. System trouble signal initiation shall be by one or more of the following devices and actions:
1. Open circuits, shorts, and grounds in designated circuits.
 2. Opening, tampering with, or removing alarm-initiating and supervisory signal initiating devices.
 3. Loss of primary power at fire-alarm control unit.
 4. Ground or a single break in fire-alarm control unit internal circuits.
 5. Abnormal ac voltage at fire-alarm control unit.
 6. Break in standby battery circuitry.
 7. Failure of battery charging.
 8. Abnormal position of any switch at fire-alarm control unit or annunciator.

- E. System Trouble and Supervisory Signal Actions: Annunciate at fire-alarm control unit and remote annunciators.

2.3 FIRE-ALARM CONTROL UNIT

A. General Requirements for Fire-Alarm Control Unit:

1. Field-programmable, microprocessor-based, modular, power-limited design with electronic modules, complying with UL 864 and listed and labeled by an NRTL.
 - a. System software and programs shall be held in flash electrically erasable programmable read-only memory (EEPROM), retaining the information through failure of primary and secondary power supplies.
 - b. Include a real-time clock for time annotation of events on the event recorder and printer.
2. Addressable initiation devices that communicate device identity and status.
 - a. Smoke sensors shall additionally communicate sensitivity setting and allow for adjustment of sensitivity at fire-alarm control unit.
 - b. Temperature sensors shall additionally test for and communicate the sensitivity range of the device.
3. Addressable control circuits for operation of mechanical equipment.

B. Alphanumeric Display and System Controls: Arranged for interface between human operator at fire-alarm control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.

1. Annunciator and Display: Liquid-crystal type, 3 line(s) of 80 characters, minimum.
2. Keypad: Arranged to permit entry and execution of programming, display, and control commands.

C. Circuits:

1. Initiating Device, Notification Appliance, and Signaling Line Circuits: NFPA 72, Class A.
2. Initiating Device, Notification Appliance, and Signaling Line Circuits: NFPA 72, Class A.

D. Smoke-Alarm Verification:

1. Initiate audible and visible indication of an "alarm-verification" signal at fire-alarm control unit.
2. Activate an NRTL-listed and -approved "alarm-verification" sequence at fire-alarm control unit and detector.
3. Record events by the system log and/or printer.
4. Sound general alarm if the alarm is verified.
5. Cancel fire-alarm control unit indication and system reset if the alarm is not verified.

- E. Notification Appliance Circuit: Operation shall sound in a temporal pattern.
- F. Elevator Recall:
 - 1. Existing.
- G. Door Controls: Door hold-open devices shall be connected to fire-alarm system.
- H. Remote Smoke-Detector Sensitivity Adjustment: Controls shall select specific addressable smoke detectors for adjustment, display their current status and sensitivity settings, and change those settings. Allow controls to be used to program repetitive, time-scheduled, and automated changes in sensitivity of specific detector groups. Record sensitivity adjustments and sensitivity-adjustment schedule changes in system memory, and print out the final adjusted values on system printer.
- I. Transmission to Remote Alarm Receiving Station: Automatically transmit alarm, supervisory, and trouble signals to a remote alarm station via a Digital Alarm Communicator Transmitter (DACT).
- J. Primary Power: 24-V dc obtained from 120-V ac service and a power-supply module. Initiating devices, notification appliances, signaling lines, trouble signals, supervisory signals supervisory and digital alarm communicator transmitters and digital alarm radio transmitters shall be powered by 24-V dc source.
 - 1. Alarm current draw of entire fire-alarm system shall not exceed 80 percent of the power-supply module rating.
- K. Secondary Power: 24-V dc supply system with batteries, automatic battery charger, and automatic transfer switch.
 - 1. Batteries: Sealed, valve-regulated, recombinant lead acid.
- L. Instructions: Computer printout or typewritten instruction card mounted behind a plastic or glass cover in a stainless-steel or aluminum frame. Include interpretation and describe appropriate response for displays and signals. Briefly describe the fractional operation of the system under normal, alarm, and trouble conditions.

2.4 MANUAL FIRE-ALARM BOXES

- A. General Requirements for Manual Fire-Alarm Boxes: Comply with UL 38. Boxes shall be finished in red with molded, raised-letter operating instructions in contrasting color, shall show visible indication of operation; and shall be mounted on recessed outlet box. If indicated as surface mounted, provide manufacturer's surface back box.
 - 1. Double-action mechanism requiring two actions to initiate an alarm, pull-lever type; with integral addressable module arranged to communicate manual-station status (normal, alarm, or trouble) to fire-alarm control unit.
 - 2. Station Reset: Key- or wrench-operated switch.

2.5 SYSTEM SMOKE DETECTORS

A. General Requirements for System Smoke Detectors:

1. Comply with UL 268; operating at 24-V dc, nominal.
2. Detectors shall be two-wire type.
3. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
4. Base Mounting: Detector and associated electronic components shall be mounted in a twist-lock module that connects to a fixed base. Provide terminals in the fixed base for connection to building wiring.
5. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
6. Integral Visual-Indicating Light: LED type indicating detector has operated and power-on status.
7. Remote Control: Unless otherwise indicated, detectors shall be analog-addressable type, individually monitored at fire-alarm control unit for calibration, sensitivity, and alarm condition and individually adjustable for sensitivity by fire-alarm control unit.
 - a. Rate-of-rise temperature characteristic shall be selectable at fire-alarm control unit for 15 or 20 deg F (8 or 11 deg C) per minute.
 - b. Fixed-temperature sensing shall be independent of rate-of-rise sensing and shall be settable at fire-alarm control unit to operate at 135 or 155 deg F (57 or 68 deg C).
 - c. Provide multiple levels of detection sensitivity for each sensor.

B. Photoelectric Smoke Detectors:

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
 - a. Primary status.
 - b. Device type.
 - c. Present average value.
 - d. Present sensitivity selected.
 - e. Sensor range (normal, dirty, etc.).
 - f.

C. Duct Smoke Detectors: Photoelectric type complying with UL 268A.

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
 - a. Primary status.
 - b. Device type.
 - c. Present average value.
 - d. Present sensitivity selected.
 - e. Sensor range (normal, dirty, etc.).

3. Each sensor shall have multiple levels of detection sensitivity.
4. Sampling Tubes: Design and dimensions as recommended by manufacturer for specific duct size, air velocity, and installation conditions where applied.
5. Relay Fan Shutdown: Rated to interrupt fan motor-control circuit.

2.6 HEAT DETECTORS

- A. General Requirements for Heat Detectors: Comply with UL 521.
- B. Heat Detector, Combination Type: Actuated by either a fixed temperature of 135 deg F (57 deg C) or a rate of rise that exceeds 15 deg F (8 deg C) per minute unless otherwise indicated.
 1. Mounting: Twist-lock base interchangeable with smoke-detector bases.
 2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
- C. Heat Detector, Fixed Temperature Type: Actuated by temperature that exceeds a fixed temperature of 190 deg F (88 deg C).
 1. Mounting: Twist-lock base interchangeable with smoke-detector bases.
 2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

2.7 NOTIFICATION APPLIANCES

- A. General Requirements for Notification Appliances: Individually addressed, connected to a signaling line circuit, equipped for mounting as indicated and with screw terminals for system connections.
- B. General Requirements for Notification Appliances: Connected to notification appliance signal circuits, zoned as indicated, equipped for mounting as indicated and with screw terminals for system connections.
 1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly, equipped for mounting as indicated and with screw terminals for system connections.
- C. Horns: Electric-vibrating-polarized type or solid state electronic type, 24-V dc, with provision for housing the operating mechanism or sounding device behind a grille. Comply with UL 464. Horns shall produce a sound-pressure level of 90 dBA, measured 10 feet (3 m) from the horn, using the coded signal prescribed in UL 464 test protocol.
- D. Visible Notification Appliances: Xenon strobe lights, comply with UL 1971, with clear or nominal white polycarbonate lens mounted on an aluminum faceplate. The word "FIRE" is engraved in minimum 1-inch- (25-mm-) high letters on the lens.
 1. Rated Light Output:
 - a. 15/30/75/110 cd, selectable in the field.

2. Mounting: Wall mounted unless otherwise indicated.
3. For units with guards to prevent physical damage, light output ratings shall be determined with guards in place.
4. Flashing shall be in a temporal pattern, synchronized with other units.
5. Strobe Leads: Factory connected to screw terminals.
6. Mounting Faceplate: Factory finished, red.

2.8 MAGNETIC DOOR HOLDERS

- A. Description: Units are equipped for wall or floor mounting as indicated and are complete with matching doorplate.
 1. Electromagnet: Requires no more than 3 W to develop 25-lbf (111-N) holding force.
 2. Wall-Mounted Units: Flush mounted unless otherwise indicated.
 3. Rating: 24-V ac or dc.
 4. Rating: 20-V ac.
- B. Material and Finish: Match door hardware.

2.9 ADDRESSABLE INTERFACE DEVICES

- A. Microelectronic monitor module, NRTL listed for use in providing a system address for alarm-initiating devices for wired applications with normally open contacts.
- B. Microelectronic relay module: Relay shall have form C dry contacts. NRTL listed for use in providing a system address for providing a control output.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION

- A. Comply with NFPA 72 for installation of fire-alarm equipment.
- B. Connecting to Existing Equipment: Verify that existing fire-alarm system is operational before making changes or connections by testing 100% of system and submitting complete test reports.
 1. Connect new equipment to existing control panel in existing part of the building.
 2. Expand, modify, and supplement existing equipment as necessary to extend existing functions to the new points. New components shall be capable of merging with existing configuration without degrading the performance of either system.
- C. Smoke- or Heat-Detector Spacing:
 1. Comply with NFPA 72, "Smoke-Sensing Fire Detectors" Section in the "Initiating Devices" Chapter, for smoke-detector spacing.
 2. Comply with NFPA 72, "Heat-Sensing Fire Detectors" Section in the "Initiating Devices" Chapter, for heat-detector spacing.
 3. For smoke detectors, smooth ceiling spacing shall not exceed 30 feet (9 m).

4. For heat detectors, smooth ceiling spacing shall not exceed 50 feet (15 m).
5. Spacing of detectors for irregular areas, for irregular ceiling construction, and for high ceiling areas shall be determined according to Appendix A in NFPA 72.
6. HVAC: Locate detectors not closer than 3 feet (1 m) from air-supply diffuser or return-air opening.
7. Lighting Fixtures: Locate detectors not closer than 12 inches (300 mm) from any part of a lighting fixture.

- D. Duct Smoke Detectors: Comply with NFPA 72 and NFPA 90A. Install sampling tubes so they extend the full width of duct.
- E. Remote Status and Alarm Indicators: Install near each smoke detector and each sprinkler water-flow switch and valve-tamper switch that is not readily visible from normal viewing position.
- F. Audible Alarm-Indicating Devices: Install not less than 6 inches (150 mm) below the ceiling. Install bells and horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille.
- G. Visible Alarm-Indicating Devices: Install adjacent to each alarm bell or alarm horn and at least 6 inches (150 mm) below the ceiling.
- H. Device Location-Indicating Lights: Locate in public space near the device they monitor.

3.2 CONNECTIONS

- A. For fire-protection systems related to doors in fire-rated walls and partitions and to doors in smoke partitions, connect hardware and devices to fire-alarm system.
1. Verify that hardware and devices are NRTL listed for use with fire-alarm system in this Section before making connections.
- B. Make addressable connections with a supervised interface device to the following devices and systems. Install the interface device less than 3 feet (1 m) from the device controlled. Make an addressable confirmation connection when such feedback is available at the device or system being controlled.
1. Smoke dampers in air ducts of designated air-conditioning duct systems.
 2. Supervisory connections at valve supervisory switches.

3.3 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."
- B. Install framed instructions in a location visible from fire-alarm control unit.

3.4 FIELD QUALITY CONTROL

- A. Field tests shall be witnessed by Owners Representative and authorities having jurisdiction.

- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections.
1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- D. Tests and Inspections:
1. Visual Inspection: Conduct visual inspection prior to testing.
 - a. Inspection shall be based on completed Record Drawings and system documentation that is required by NFPA 72 in its "Completion Documents, Preparation" Table in the "Documentation" Section of the "Fundamentals of Fire Alarm Systems" Chapter.
 - b. Comply with "Visual Inspection Frequencies" Table in the "Inspection" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA 72; retain the "Initial/Reacceptance" column and list only the installed components.
 2. System Testing: Comply with "Test Methods" Table in the "Testing" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA 72.
 3. Test audible appliances for the public operating mode according to manufacturer's written instructions. Perform the test using a portable sound-level meter complying with Type 2 requirements in ANSI S1.4.
 4. Test audible appliances for the private operating mode according to manufacturer's written instructions.
 5. Test visible appliances for the public operating mode according to manufacturer's written instructions.
 6. Factory-authorized service representative shall prepare the "Fire Alarm System Record of Completion" in the "Documentation" Section of the "Fundamentals of Fire Alarm Systems" Chapter in NFPA 72 and the "Inspection and Testing Form" in the "Records" Section of the "Inspection, Testing and Maintenance" Chapter in NFPA 72.
- E. Reacceptance Testing: Perform reacceptance testing to verify the proper operation of added or replaced devices and appliances.
- F. Fire-alarm system will be considered defective if it does not pass tests and inspections.
- G. Prepare test and inspection reports.
- H. Maintenance Test and Inspection: Perform tests and inspections listed for weekly, monthly, quarterly, and semiannual periods. Use forms developed for initial tests and inspections.
- I. Annual Test and Inspection: One year after date of Substantial Completion, test fire-alarm system complying with visual and testing inspection requirements in NFPA 72. Use forms developed for initial tests and inspections.

3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain fire-alarm system. Training shall consist of a total of 4 hours delivered in 2 hour blocks.

END OF SECTION 28 31 11

Not for Bidding/Construction Purposes