

**SPECIFICATIONS MANUAL
FOR
OWENS CAMPUS
DELAWARE TECHNICAL COMMUNITY COLLEGE
CARTER BUILDING
KITCHEN RENOVATION**

Project #15035

December 9, 2015

**ARCHITECT AND ENGINEER: STUDIOJAED
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Not for Bid

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ADVERTISEMENT FOR BIDS

Sealed bids for the **CARTER BUILDING KITCHEN MEP RENOVATION at the OWENS CAMPUS**, will be received by the Delaware Technical Community College at 21179 College Avenue, Georgetown, Delaware 19947 until 2:00 p.m. local time on Tuesday, January 12, 2016, at which time they will be publicly opened and read aloud. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

The project involves mechanical, electrical, and plumbing renovations to the kitchen in the Carter Building on the Delaware Technical & Community College, Owens Campus, 21179 College Avenue, Georgetown, Delaware 19947.

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

A **MANDATORY** Pre-Bid Meeting will be held on Monday, December 28, 2015, at 10:00 a.m. at the Admin Services Building located at 21179 College Avenue, Georgetown, Delaware 19947, for the purpose of establishing the list 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 Technical Community College, **"OWENS CAMPUS CARTER BUILDING KITCHEN MEP RENOVATION - SEALED BID - DO NOT OPEN."**

Contract/Bid documents may be obtained at Reprographics Center, Inc., 298 Churchmans Road, New Castle, DE 19720, phone 302-328-5019. They will be available no later than the pre-bid meeting date listed above.

Minority Business Enterprises (MBE), Disadvantaged Business Enterprises (DBE) and Women-Owned Business Enterprises (WBE) 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, sexual orientation, pregnancy, gender identity, 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

Not for Bid

INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. DEFINITIONS
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Not for Bid

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. The Agreement shall also include Amendment to Contract for Construction Between **Delaware Technical & Community College** And Contractor. In the case of conflict between the instructions contained therein, the General Requirements herein, and the **Amendment to Contract for Construction Between Delaware Technical & Community College And Contractor** therein, the **Amendment to Contract for Construction Between Delaware Technical & Community College And Contractor** 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 **ALTERNATE BID (or ALTERNATE):** 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 \$45,000, and \$500,000 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

CARTER BUILDING KITCHEN MEP RENOVATION, OWENS CAMPUS

BID FORM

For Bids Due: January 12, 2016

To: Mr. Robert Hearn
Delaware Technical Community College
21179 College Avenue
Georgetown, DE 19947

Name of Bidder: _____

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

(Other License Nos.): _____

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

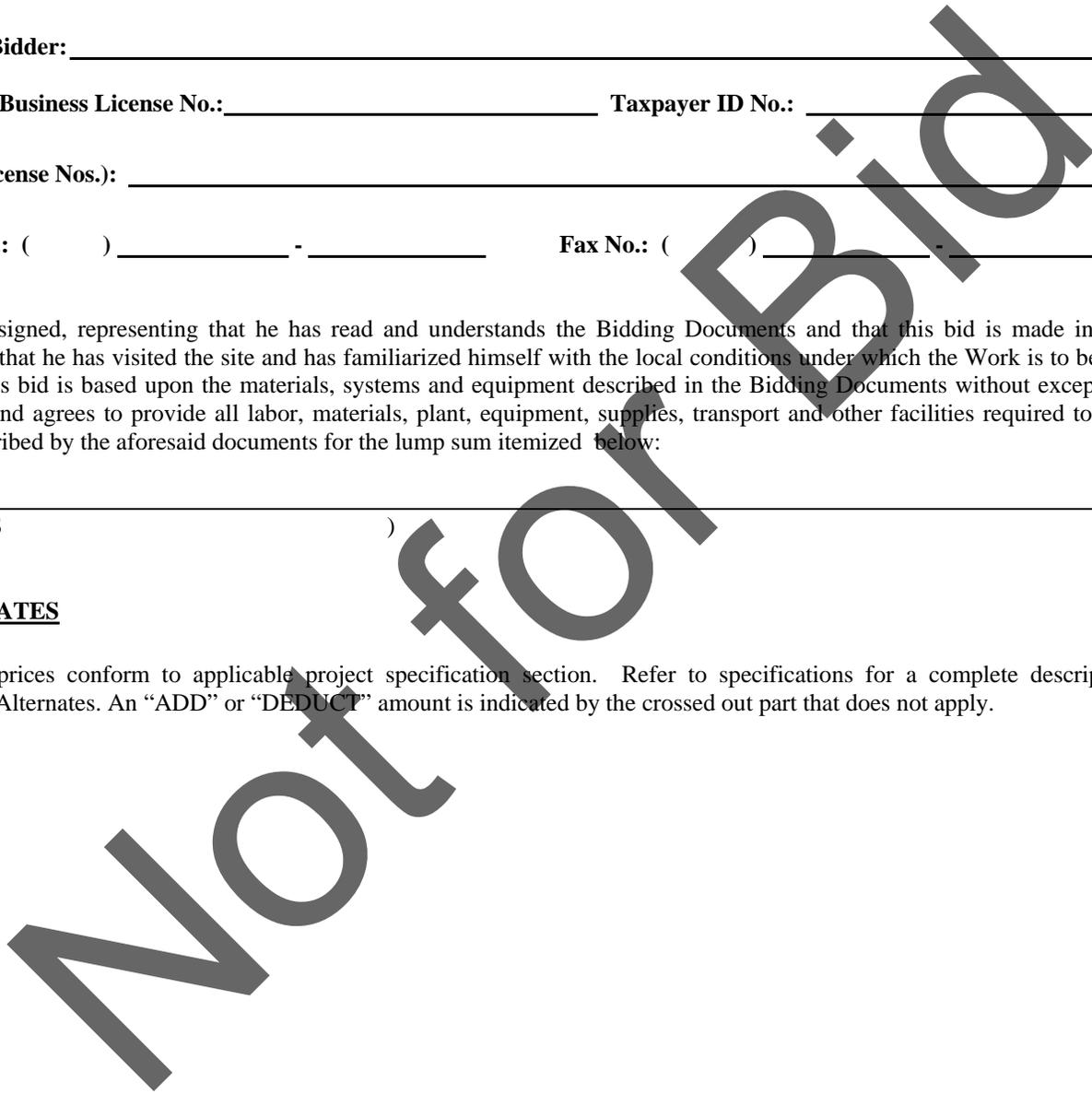
The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, 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:

\$ _____
(\$)

ALTERNATES

Alternate prices conform to applicable project specification section. Refer to specifications for a complete description of the following Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply.

NONE



CARTER BUILDING KITCHEN MEP RENOVATION, OWENS CAMPUS

BID FORM

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

NONE

Not for Bid

CARTER BUILDING KITCHEN MEP RENOVATION, OWENS CAMPUS

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 upon 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)

CARTER BUILDING KITCHEN MEP RENOVATION, OWENS CAMPUS

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. Mechanical | _____ | _____ | _____ |
| 3. Plumbing | _____ | _____ | _____ |
| 4. Fire Suppression | _____ | _____ | _____ |

Not for Bid

BID FORM

NON-COLLUSION 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 Office of Management and Budget, Division of Facilities Management*).

All the terms and conditions of (*Project or Contract Number*) have been thoroughly examined and are understood.

NAME OF BIDDER:

**AUTHORIZED REPRESENTATIVE
(TYPED):**

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):**

TITLE:

ADDRESS OF BIDDER:

E-MAIL:

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.

Not for Bid

CARTER BUILDING KITCHEN MEP RENOVATION, OWENS CAMPUS

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 **Delaware Technical Community College** in the sum of _____
_____ Dollars (\$ _____), or _____
percent not to exceed _____
Dollars (\$ _____) of amount of bid on Contract No. **HED15101-CPCKITCHEN** to be
paid to the **Delaware Technical Community College** for the use and benefit of *Delaware Technical
Community College* 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 Technical Community College* 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 Technical Community College* 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

NOT FOR BIDDING
Corporate Seal

Name of Bidder (Organization)

By: _____
Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By: _____

Title

Not for Bid

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

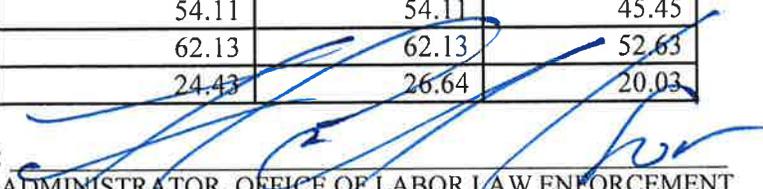
Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

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

PREVAILING WAGES FOR BUILDING CONSTRUCTION
EFFECTIVE MARCH 13, 2015 - AMENDED JULY 15, 2015

| CLASSIFICATION | NEW CASTLE | KENT | SUSSEX |
|-----------------------------------|------------|-------|--------|
| ASBESTOS WORKERS | 21.87 | 26.94 | 39.20 |
| BOILERMAKERS | 39.67 | 33.22 | 48.83 |
| BRICKLAYERS | 49.39 | 49.39 | 49.39 |
| CARPENTERS | 51.86 | 51.86 | 41.22 |
| CEMENT FINISHERS | 69.27 | 29.11 | 21.20 |
| ELECTRICAL LINE WORKERS | 43.49 | 37.29 | 28.44 |
| ELECTRICIANS | 63.60 | 63.60 | 63.60 |
| ELEVATOR CONSTRUCTORS | 80.31 | 40.93 | 30.55 |
| GLAZIERS | 67.35 | 67.35 | 20.15 |
| INSULATORS | 53.38 | 53.38 | 53.38 |
| IRON WORKERS | 60.12 | 60.12 | 60.12 |
| LABORERS | 40.95 | 40.95 | 40.95 |
| MILLWRIGHTS | 65.23 | 65.23 | 51.80 |
| PAINTERS | 44.97 | 44.97 | 44.97 |
| PILEDRIVERS | 71.17 | 37.64 | 30.45 |
| PLASTERERS | 21.60 | 28.55 | 17.50 |
| PLUMBERS/PIPEFITTERS/STEAMFITTERS | 62.20 | 36.66 | 54.49 |
| POWER EQUIPMENT OPERATORS | 59.81 | 59.81 | 24.13 |
| ROOFERS – COMPOSITION | 21.82 | 20.45 | 17.63 |
| ROOFERS – SHINGLE/SLATE/TILE | 17.59 | 13.72 | 14.10 |
| SHEET METAL WORKERS | 64.16 | 64.16 | 64.16 |
| SOFT FLOOR LAYERS | 48.57 | 48.57 | 48.57 |
| SPRINKLER FITTERS | 53.52 | 53.52 | 53.52 |
| TERRAZZO/MARBLE/TILE FINISHERS | 54.11 | 54.11 | 45.45 |
| TERRAZZO /MARBLE/TILE SETTERS | 62.13 | 62.13 | 52.63 |
| TRUCK DRIVERS | 24.43 | 26.64 | 20.03 |

CERTIFIED: 10/28/15

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 MECHANICS RATE.

THESE RATES ARE BRING PROVIDED IN ACCORDANCE WITH DELAWARE'S FREEDOM OF INFORMATION ACT.

Re: Contract# 15035 DTCC- Owens Campus, Carter Building - Kitchen Renovations, Sussex County, DE

Not for Bid



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)

| sample

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 an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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.)

%

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

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

Init.

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

§ 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

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 Bid

Init.

Additions and Deletions Report for AIA[®] Document A101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:18:30 on 06/11/2013.

PAGE 1

sample

Not for Bid

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:18:30 on 06/11/2013 under Order No. 9845624938_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Not for Bid

CONTRACT FOR CONSTRUCTION A101-2007

The following supplements modify the "Standard Form of Agreement Between Owner and Constructor," AIA Document A101-2007. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:

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

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.2 Insert the following:

"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."

8.5 Delete paragraph 8.5 in its entirety and replace with the following:

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

END OF CONTRACT FOR CONSTRUCTION

Not for Bid

Amendment to Contract for Construction
Between
Delaware Technical & Community College
And

The parties hereby agree that the AIA Document A101 – 2007 “Standard Form of Agreement between Owner and Contractor” shall govern this transaction as supplemented and amended herein. The parties expressly agree that the terms of this amendment shall govern in the event of a conflict between the terms of the AIA Document or any document referenced or incorporated therein, and that any contrary provision of any such document shall be superseded hereby.

1. By signing this Agreement, Contractor swears that he has not employed or retained any company or person, other than a bona fide employee working primarily for the firm offering professional services, to solicit or secure this agreement, and that he has not been paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement;
2. All provisions of the Bid Package and Project manual are incorporated herein by reference as though fully set forth. In the event of a conflict between any provision of the Bid Package or Project Manual and the bid or proposal submitted by Contractor, the Bid Package and Project Manual shall control.
3. Section 3.3 is amended to require substantial completion of all construction not later than March 15, 2016. Time is of the essence. If the Contractor fails to complete the work within the time specified, the Contractor shall pay liquidated damages to the Owner in the amount of \$1,000 for each calendar day of delay until the work is completed or accepted. If the Owner terminates the Contractor’s right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to all sums and remedies available to Owner upon termination for cause.
4. In the event the attached contract or aggregate of contracts is in excess of \$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of buildings or works) and requires or involves the employment of mechanics and/or laborers, then the minimum wages to be paid to the various classes of laborers and mechanics shall be based upon greater of the Davis-Bacon Wage Rates (if the project is federally funded) or the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed. Contractor shall provide sworn payroll information, as required by the Department of Labor, on a weekly basis.

5. All changes to the scope of construction shall be authorized in writing by Owner in advance. Owner shall not be liable for payment of any change order that has not received prior written authorization. The cost of any change order shall be set forth therein. If no such provision is set forth in the change order, then the cost to the Owner shall be the Contractor's costs for wages, labor costs other than wages, wage taxes, materiel, equipment rentals, insurance and subcontracts attributable to the additional activity plus a reasonable sum for overhead and profit not to exceed 5%;
6. 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. Contractor shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section;
7. Contractor 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 Owner. Contractor shall pay a penalty equal to 150% of the amount of the proposal or subcontract submitted by the subcontractor identified in the accompanying statement for violating this paragraph.
8. Payments are due 30 days after receipt of a valid Application for Payment. Payments due and unpaid after 30 days shall bear simple interest at the rate of 1% per month not to exceed 12% per annum.
9. Final payment shall not be due until all non-conforming work has been corrected and all other provisions of the agreement have been met, including, but not limited to, all reporting requirements. Furthermore, a written release of mechanics' liens signed by all persons who would otherwise be entitled to avail themselves of the provisions of Chapter 27 of Title 25 of the Delaware Code, containing a notarized, verified certification signed by the Contractor that all of the persons signing the release constitute all of the persons who have furnished materials and performed labor in and for the construction, erection, building, improvement, alteration and repair to the date of the release and who would be entitled otherwise to file mechanics' liens claims shall be provided simultaneously with the receipt of final payment;
10. Owner may terminate this agreement or suspend work hereunder for any reason authorized by applicable Delaware law;
11. §6.2 is hereby deleted. The parties reserve all remedies available at law or equity for any dispute not resolved in accordance with §6.1;
12. Simultaneous with the execution of the this contract, Contractor shall also execute a good and sufficient bond for the benefit of Owner, with corporate surety authorized to do business in this State, in a sum equal to 100% of the contract price and the bond form used shall be the standard form issued by the Office of Management and Budget;

13. 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 and plans and specifications thereof, at the time and in the manner prescribed by the contract and the plans and specifications, including the payment in full, to every firm furnishing material or performing labor in the performance of the contract, of all sums of money due it for such labor or material. The bond shall also contain the Contractor's guarantee to indemnify and save harmless the Owner from all costs, damages and expenses growing out of or by reason of Contractor's failure to comply and perform the work and complete the contract in accordance with its terms. No firm or surety, in any action brought under 29 Del C §6962, or any successor law, or on the bond required by such statute, shall assert as a defense to such action the claim that the bond given contained a limitation or restriction not provided for by Chapter 69, Title 29 of the Delaware Code, the provisions of which are incorporated herein by reference as though fully set forth;
14. Owner shall have the right to terminate the contract upon receipt of notice from Contractor's surety that bond claims have been made or are anticipated to be made against Contractor on this or any other project of Contractor. If Owner elects to terminate the contract pursuant to this paragraph, it shall be deemed a termination for cause.
15. Owner may, when it considers that its interests so require, cause judgment to be confessed upon the bond. All sums received through confession of judgment shall be paid for the credit of the Owner to the Secretary of Finance;
16. Owner or any of its duly authorized representatives shall have access to any documents, books, papers, and records of Contractor (which are directly pertinent to a specific grant program) for the purpose of making an audit, examination, excerpts, and transcriptions. Contractor shall maintain all required records for at least three years after Owner makes final payment and all pending matters are closed;
17. Contractor shall submit a report to Owner not less frequently than monthly covering the general progress of the job and describing any problems or factors contributing to delay;
18. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity, pregnancy, 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, sexual orientation, pregnancy, gender identity, 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.

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, sexual orientation, pregnancy, gender identity, or national origin.

19. The parties agree that this agreement shall be governed by and construed pursuant to the laws of The State of Delaware, and that the Delaware courts shall have sole and exclusive jurisdiction of any dispute arising under this agreement.

IN WITNESS WHEREOF, the parties have set their hand and seal on this indenture on this ____ day of _____, 201__.

Delaware Technical and Community College

_____(Seal)
Dr. Mark T. Brainard, President

(Contractor)

_____(Seal)
By:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

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 Technical Community College (“**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 Contract No. **HED15101-CPCKITCHEN**, 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: _____ (SEAL)
(Corporate Seal) By: _____
Name: _____
Title: _____

SURETY

Name: _____

Witness or Attest: Address: _____

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

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

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 Technical Community College**, 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 Contract No. **HED15101-CPCKITCHEN** 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.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

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

SURETY

Name: _____

Witness or Attest: Address: _____

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

Application and Certificate for Payment

TO OWNER: PROJECT: sample APPLICATION NO: 001 Distribution to: OWNER:
 VIA ARCHITECT: CONTRACT FOR: General Construction ARCHITECT:
 CONTRACTOR: CONTRACT DATE: CONTRACTOR:
 PROJECT NOS: / / FIELD:
 OTHER:

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.

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.

1. ORIGINAL CONTRACT SUM..... \$ 0.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)..... \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00
5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ 0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 0.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

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 \$ 0.00
 (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.)

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$ 0.00 | \$ 0.00 |
| Total approved this Month | \$ 0.00 | \$ 0.00 |
| TOTALS | \$ 0.00 | \$ 0.00 |
| NET CHANGES by Change Order | \$ | 0.00 |

ARCHITECT: _____ Date: _____
 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 G703[™] - 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | E THIS PERIOD | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H BALANCE TO FINISH (C - G) | I RETAINAGE (IF VARIABLE RATE) |
|------------------|--------------------------|-------------------------|--|-------------|------------------|--|---|--------------------------------------|---|
| | | | FROM PREVIOUS APPLICATION (D+E) | THIS PERIOD | | | | | |
| | | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | 0.00 % | \$ 0.00 | \$ 0.00 |
| | GRAND TOTAL | | | | | | | | |

GENERAL CONDITIONS
TO THE
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.

Not for Bid

Not for Bid



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

sample

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
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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.

Init.

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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.

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§ 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 for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services 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 days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion 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 correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's 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.

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§ 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.

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§ 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 then 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.

Additions and Deletions Report for AIA[®] Document A201[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:26:43 on 06/11/2013 under Order No. 9845624938_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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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9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
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13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

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:

1.1.1.1 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 five (5) 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 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 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 complete set to each of the Operating and Maintenance Instructions/Manuals.

3.17 In the second 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.

Delete Paragraph 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

11.4.1 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 SUPPLEMENTARY GENERAL CONDITIONS

Not for Bid

Not for Bid

GENERAL REQUIREMENTS

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
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12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

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 bonafide 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, pregnancy, gender identity, 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 (project specific amount*). 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 ratio 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 collapse 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 \$1,000,000 \$1,000,000 | for each person for each occurrence aggregate |
| Property Damage | \$500,000 \$1,000,000 | for each occurrence aggregate |

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

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

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

| | | |
|-----------------|----------------------------|--|
| Bodily Injury | \$1,000,000 \$1,000,000 | for each person 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 two years 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.

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 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 GENERAL REQUIREMENTS

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Owens Campus Carter Building Kitchen MEP Renovation.
- B. Owner's Name: Owner; Delaware Technical Community College.
- C. Architect's/Engineer's Name within these documents: Architect.
- D. The Project consists of the renovation of Mechanical, Plumbing, and Electrical Components in Support of a Culinary Classroom Kitchen Renovation.

1.02 CONTRACT DESCRIPTION

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of alterations work is shown on drawings, and as basically described below. All equipment provided and work performed shall be as shown, specified, and required for proper operation. All equipment provided and work performed shall be in accordance with all Codes, Standards, and Standards to ensure that it is acceptable to all authorities having jurisdiction.
 1. Demolish existing kitchen Hood Make Up Air Unit (MAU) and associated ductwork to existing kitchen hood. Replace with new MAU with DX cooling and gas heating as shown and specified. MAU to be supplied by Owner
 - a. Cap existing kitchen hood make up air duct connection with welded stainless steel.
 - b. Provide electrical connections to new MAU as shown, specified, and required.
 - c. Provide gas connection to new MAU as shown, specified, and required.
 2. Provide new perforated stainless steel plenum diffuser on front of existing hood for Make Up Air as shown, specified, and required for proper operation of hood. Provide additional ceiling diffusers for additional make up air where and as shown. Provide ductwork from MAU to above mentioned diffusers for proper operation and provision of make up air to the kitchen.
 3. Upgrade, reconfigure, and augment existing kitchen hood Ansel System to properly and adequately serve the new kitchen equipment to be placed under the kitchen hood to comply with Codes and Standards and satisfy all authorities having jurisdiction.
 4. Demolish existing roof mounted exhaust fan serving the kitchen hood as well as associated curb. Provide new roof mounted, exhaust fan and associated curb. Connect to exist exhaust ductwork serving the kitchen hood.
 5. Demolish the existing dishwasher condensate exhaust hood. Provide new dishwasher condensate exhaust hood.
 6. Demolish existing roof mounted condensate exhaust fan serving the dishwasher. Provide new roof mounted condensate exhaust fan to serve the new dishwasher condensate exhaust hood.
 7. Utilize the existing condensate exhaust ductwork for the dishwasher condensate hood. Transition the ductwork to fit the new dishwasher condensate exhaust fan and dishwasher condensate exhaust hood, and connect to each.
 8. Demolish all electrical connections, devices, outlets, etc. as shown and specified.
 9. Provide new electrical connections, devices, outlets, etc. as shown and specified to provide for power to all existing to remain, and new kitchen equipment and associated supporting equipment.
 10. Demolish all lighting as shown and specified. Provide new lighting as shown and specified.
 11. Demolish all plumbing, sanitary piping and grease traps as shown and specified.
 12. Provide new plumbing and sanitary piping and grease traps to connect to all existing and new kitchen equipment and fixtures.

13. Demolish and repair floors as necessary to adequately demolish and replace all plumbing and sanitary piping, grease trapes, etc.
14. Provide new gas piping from existing building gas infrastructure to adequately serve all new equipment requiring gas. New equipment requiring gas includes, but is not limited to, the following:
 - a. New MAU
 - b. New Gas Range
 - c. New Gas Range/Griddle/Charbroiler
 - d. New Gas fired Fryer
15. Demolish existing ductwork as shown and specified.
16. Move existing ductwork and diffusers as shown and specified.
17. Provide new split VRF system to serve the kitchen and classroom areas as shown and specified.
18. Provide new condensate drains for all HVAC equipment with condensate drains. Unless otherwise shown or specified, all condensate shall be piped to the outside through the Southeast wall within approximately 10 feet of the South corner of the building at a point 12 inches above grade, and concrete splash blocks shall be provided for draining of the condensate to grade.
19. Provide new kitchen hood exhaust make up air control system to allow for automatic and manual control of the kitchen hood exhaust, MAU, and dishwasher condensate exhaust systems as shown and specified.
20. The Contractor shall install the kitchen equipment and connect all applicable and necessary mechanical, electrical, and plumbing connections and systems, etc. to the kitchen equipment to ensure the kitchen equipment operates properly and in accordance with all applicable Codes and authorities having jurisdiction. The equipment shall be installed as shown, specified, and in accordance with manufacturer instructions.

1.04 WORK BY OWNER

- A. The Owner will be supplying all new kitchen equipment as shown on the drawings for the Contractor to install.
- B. Owner will supply new MAU for kitchen as shown and specified. Contractor shall install the MAU as shown and specified.
- C. The Owner will make all modifications to the existing sprinkler system(s). The sprinkler systems shall be modified to the extent necessary to allow for adequate sprinkler coverage after the kitchen renovations take place.
- D. The Owner will demolish all walls and ceilings that are to be demolished as part of the kitchen renovations.
- E. The Owner will provide all new walls and ceilings as part of the kitchen renovations.
- F. The Owner will provide all new doors as part of the kitchen renovations.
- G. The Owner will provide all changes to and repairs of finishes to walls, ceilings, and floors as part of the kitchen renovations. The exceptions to this include the following:
 1. The Contractor will be responsible for patching, repairing, and or replacing all concrete floors that are demolished as a result of their work.
 2. The Contractor will be responsible for patching and repairing all walls that are damaged by the Contractor that were not to be demolished as a part of the project.

1.05 OWNER OCCUPANCY

- A. Owner intends to continue to occupy the existing building during the entire construction period.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner's occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to the building premises.
- B. This project may require multiple system shutdowns to facilitate the installation of the new equipment. The work must be coordinated with the Owner's schedule, which will include work during off-hours.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
 - 3. Adhere to Owner's requirements regarding entrance and egress to the site as identified during the pre-bid meeting.
- D. Utility Outages and Shutdown:
 - 1. Coordinate any interruption and/or shutdown of utilities with Owner at least 7 days in advance of the anticipated interruption and/or shutdown. Limit any interruptions/shutdowns to the absolute minimum amount of time.
 - 2. Owner reserves the right to reschedule construction shutdowns with minimal warning to the contractor as required to respond to emergencies.
 - 3. Owner reserves the right to have any required shutdowns performed after hours and on weekends.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Not for Bid

Not for Bid

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Change procedures.

1.02 SCHEDULE OF VALUES

- A. Form to be used: AIA G703.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Form to be used: AIA G702.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Provide "pencil" copy to Architect/Engineer in advance of submission of certified copies for approval by Architect/Engineer. Prior to submitting certified copies, obtain Architect/Engineer approval of "pencil" copy.
- F. Submit three copies of each Application for Payment.

1.04 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Price or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 5 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- E. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Not for Bid

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Submittals for review, information, and project closeout.
- E. Submittal procedures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract, Owner and Architect.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, and Architect, as appropriate to agenda topics for each meeting.
- B. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Maintenance of progress schedule.
 - 7. Corrective measures to regain projected schedules.
 - 8. Planned progress during succeeding work period.
 - 9. Maintenance of quality and work standards.
 - 10. Effect of proposed changes on progress schedule and coordination.
 - 11. Other business relating to Work.

- C. Architect will record minutes and distribute copies within 7 days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.

3.04 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.05 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents and as-built drawings.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
 - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
 - 2. Larger Sheets, Not Larger Than 36 x 48 inches: Submit one reproducible transparency and two opaque reproduction.
- B. Documents for Information: Submit three copies.

- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.08 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 - 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.
- C. Transmit each submittal with approved form.
- D. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- E. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- F. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- G. Schedule submittals to expedite the Project, and coordinate submission of related items.
- H. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- I. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- J. Provide space for Contractor and Architect review stamps.
- K. When revised for resubmission, identify all changes made since previous submission.
- L. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- M. Submittals not requested will not be recognized or processed.

END OF SECTION

Not for Bid

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Control of installation.
- B. Tolerances.
- C. Testing and inspection services.
- D. Manufacturers' field services.

PART 3 EXECUTION

2.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

2.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

2.03 TESTING AND INSPECTION

- A. See individual specification sections for testing required.
- B. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- C. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

2.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and operation as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

2.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

Not for Bid

SECTION 01 42 16
DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Not for Bid

Not for Bid

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary sanitary facilities.
- B. Security requirements.
- C. Vehicular access and parking.
- D. Waste removal facilities and services.

1.02 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.03 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- D. Traffic Controls: Coordinate with the Owner.

1.04 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. This site contains sensitive information related to the State of Delaware Courts System. Contractor must coordinate closely with Owner's security program.

1.05 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Parking is limited in this area. Parking will be coordinated by the contractor and will be off-site.

1.06 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site daily.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.07 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Not for Bid

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Transportation, handling, storage and protection.
- B. Product option requirements.
- C. Substitution limitations and procedures.
- D. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Where all other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.
 - 3. Have a published GreenScreen Chemical Hazard Analysis.

2.02 PRODUCT OPTIONS

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

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Architect will consider requests for substitutions only up to 8 days prior to date bids are due.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- E. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.

- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

Not for Bid

Not for Bid

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Starting of systems and equipment.
- F. Demonstration and instruction of Owner personnel.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- H. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- D. Section 07 84 00 - Firestopping.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.04 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. Indoors: Limit conduct of especially noisy interior work to 10 pm and 7 am. Excessively noisy includes, but is not limited to, jackhammers.
- D. Pest Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.

1.05 COORDINATION

- A. See Section 01 10 00 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.03 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.

- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- I. Clean existing systems and equipment.
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- K. Do not begin new construction in alterations areas before demolition is complete.
- L. Comply with all other applicable requirements of this section.

3.04 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.05 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.06 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.07 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.08 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner personnel in detail to explain all aspects of operation and maintenance.

- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

3.09 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 05 93 - Testing, Adjusting, and Balancing for HVAC.

3.10 FINAL CLEANING

- A. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- C. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.11 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.
- I. Provide completed documentation as follows:
 - 1. Consent to Surety of Final Payment
 - 2. Certificate of Substantial Completion
 - 3. Contractor Satisfaction of Debt and Claims
 - 4. Release of Liens for the Contractor, his Subcontractors, and his Suppliers

3.12 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.

- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

Not for Bid

Not for Bid

**SECTION 07 84 00
FIRESTOPPING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Firestopping systems.
- B. Firestopping of all joints and penetrations in fire resistance rated and smoke resistant assemblies, whether indicated on drawings or not, and other openings indicated.

PART 2 PRODUCTS

2.01 FIRESTOPPING - GENERAL REQUIREMENTS

- A. Firestopping: Any material meeting requirements.
- B. Firestopping Materials with Volatile Content: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- C. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.

2.02 FIRESTOPPING SYSTEMS

- A. Firestopping: Any material meeting requirements.
 - 1. Fire Ratings: Use any system listed by UL or that has F Rating equal to fire rating of penetrated assembly and minimum T Rating Equal to F Rating and that meets all other specified requirements.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install materials in manner described in fire test report and in accordance with manufacturer's instructions, completely closing openings.

3.02 CLEANING

- A. Clean adjacent surfaces of firestopping materials.

3.03 PROTECTION

- A. Protect adjacent surfaces from damage by material installation.

END OF SECTION

Not for Bid

SECTION 22 10 05
PLUMBING PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pipe, pipe fittings, valves, and connections for piping systems.
 - 1. Sanitary sewer.
 - 2. Domestic water.
 - 3. Gas.
 - 4. Flanges, unions, and couplings.
 - 5. Pipe hangers and supports.
 - 6. Valves.

1.02 REFERENCE STANDARDS

- A. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300; The American Society of Mechanical Engineers.
- B. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; The American Society of Mechanical Engineers (ANSI B16.18).
- C. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings; The American Society of Mechanical Engineers.
- D. ASME B31.1 - Power Piping; The American Society of Mechanical Engineers (ANSI/ASME B31.1).
- E. ASME B31.2 - Fuel Gas Piping; The American Society of Mechanical Engineers.
- F. ASME B31.9 - Building Services Piping; The American Society of Mechanical Engineers (ANSI/ASME B31.9).
- G. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- H. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
- I. ASTM B32 - Standard Specification for Solder Metal.
- J. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
- K. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric).
- L. ASTM B813 - Standard Specification for Liquid and Paste Fluxes for Soldering of Copper and Copper Alloy Tube.
- M. ASTM B828 - Standard Practice for Making Capillary Joints by Soldering of Copper and Copper Alloy Tube and Fittings.
- N. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
- O. ASTM D2241 - Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series).
- P. ASTM D2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
- Q. ASTM D2564 - Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems.
- R. ASTM D2665 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings.

- S. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings.
- T. ASTM D3034 - Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- U. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc..
- V. MSS SP-78 - Cast Iron Plug Valves, Flanged and Threaded Ends; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc..
- W. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc..
- X. NFPA 54 - National Fuel Gas Code; National Fire Protection Association.
- Y. NSF 61 - Drinking Water System Components - Health Effects.
- Z. NSF 372 - Drinking Water System Components - Lead Content.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Record actual locations of valves and piping.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with applicable codes.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- B. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

1.06 FIELD CONDITIONS

- A. Do not install underground piping when bedding is wet or frozen.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Potable Water Supply Systems: Provide piping, pipe fittings, and solder and flux (if used), that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

2.02 SANITARY SEWER PIPING, BURIED WITHIN 5 FEET OF BUILDING

- A. PVC Pipe: ASTM D2665 or ASTM D3034.
 - 1. Fittings: PVC.
 - 2. Joints: Solvent welded, with ASTM D2564 solvent cement.

2.03 SANITARY SEWER PIPING, ABOVE GRADE

- A. PVC Pipe: ASTM D1785 Schedule 40, or ASTM D2241 SDR 26 for not less than 150 psi pressure rating.
 - 1. Fittings: ASTM D2466, PVC.
 - 2. Joints: Solvent welded, with ASTM D2564 Solvent cement.

2.04 DOMESTIC WATER PIPING, ABOVE GRADE

- A. Copper Tube: ASTM B88 (ASTM B88M), Type K (A), Drawn (H).
 - 1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
 - 2. Joints: ASTM B32, alloy Sn95 solder.

2.05 NATURAL GAS PIPING, ABOVE GRADE

- A. Steel Pipe: ASTM A53/A53M Schedule 40 black.
 - 1. Fittings: ASME B16.3, malleable iron, or ASTM A234/A234M, wrought steel welding type.
 - 2. Joints: NFPA 54, threaded or welded to ASME B31.1.

2.06 FLANGES, UNIONS, AND COUPLINGS

- A. Unions for Pipe Sizes 3 Inches and Under:
 - 1. Ferrous pipe: Class 150 malleable iron threaded unions.
 - 2. Copper tube and pipe: Class 150 bronze unions with soldered joints.

2.07 PIPE HANGERS AND SUPPORTS

- A. Provide hangers and supports that comply with MSS SP-58.
 - 1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
 - 2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
 - 3. Trapeze Hangers: Welded steel channel frames attached to structure.
 - 4. Vertical Pipe Support: Steel riser clamp.
- B. Plumbing Piping - Drain, Waste, and Vent:
 - 1. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.
 - 2. Hangers for Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.
 - 3. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.
 - 4. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
 - 5. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.
- C. Plumbing Piping - Water:
 - 1. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.
 - 2. Hangers for Cold Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.
 - 3. Hangers for Hot Pipe Sizes 2 Inches to 4 Inches: Carbon steel, adjustable, clevis.
 - 4. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.
- D. Gas Piping - Roof Supports: Provide Miro Industries (www.miroind.com) Model Number 3-9-4 or approved equal to support gas piping on roofs.

2.08 BALL VALVES

- A. Manufacturers:
 - 1. Conbraco Industries, Inc: www.apollovalves.com.
 - 2. Nibco, Inc: www.nibco.com.
 - 3. Milwaukee Valve Company: www.milwaukeevalve.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Construction, 4 Inches and Smaller: MSS SP-110, Class 150, 400 psi CWP, bronze or ductile iron body, 304 stainless steel or chrome plated brass ball, regular port, teflon seats and stuffing box ring, blow-out proof stem, lever handle with balancing stops, solder, threaded, or grooved ends with union.

2.09 PLUG VALVES

- A. Construction 2-1/2 Inches and Larger: MSS SP-78, 175 psi CWP, cast iron body and plug, pressure lubricated, teflon or Buna N packing, flanged or grooved ends. Provide lever operator with set screw.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that excavations are to required grade, dry, and not over-excavated.

3.02 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- D. Install piping to maintain headroom, conserve space, and not interfere with use of space.
- E. Group piping whenever practical at common elevations.
- F. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.
- G. Provide access where valves and fittings are not exposed.
- H. Install vent piping penetrating roofed areas to maintain integrity of roof assembly.
- I. Pipe vents from gas pressure reducing valves to outdoors and terminate in weather proof hood.
- J. Copper Pipe and Tube: Make soldered joints in accordance with ASTM B828, using specified solder, and flux meeting ASTM B813; in potable water systems use flux also complying with NSF 61 and NSF 372.
- K. PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855.
- L. Sleeve pipes passing through partitions, walls and floors.
- M. Pipe Hangers and Supports:
 - 1. Install in accordance with ASME B31.9.
 - 2. Support horizontal piping as scheduled.
 - 3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
 - 4. Place hangers within 12 inches of each horizontal elbow.
 - 5. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
 - 6. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
 - 7. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
 - 8. Provide copper plated hangers and supports for copper piping.
 - 9. Prime coat exposed steel hangers and supports. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
 - 10. Provide hangers adjacent to motor driven equipment with vibration isolation
 - 11. Support cast iron drainage piping at every joint.

3.04 APPLICATION

- A. Provide plug valves in natural gas systems for shut-off service.

3.05 TOLERANCES

- A. Drainage Piping: Establish invert elevations within 1/2 inch vertically of location indicated and slope to drain at minimum of 1/8 inch per foot slope.
- B. Water Piping: Slope at minimum of 1/32 inch per foot and arrange to drain at low points.

3.06 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. Prior to starting work, verify system is complete, flushed and clean.

3.07 SERVICE CONNECTIONS

3.08 SCHEDULES

- A. Pipe Hanger and Support Spacing: (Hangers are synonymous with supports.)
 - 1. Metal Piping:
 - a. Pipe size: 1/2 inches to 1-1/4 inches:
 - 1) Maximum hanger spacing: 6.5 ft.
 - 2) Hanger rod diameter: 3/8 inches.
 - b. Pipe size: 1-1/2 inches to 2 inches:
 - 1) Maximum hanger spacing: 10 ft.
 - 2) Hanger rod diameter: 3/8 inch.
 - c. Pipe size: 2-1/2 inches to 3 inches:
 - 1) Maximum hanger spacing: 10 ft.
 - 2) Hanger rod diameter: 1/2 inch.
 - d. Pipe size: 4 inches to 6 inches:
 - 1) Maximum hanger spacing: 10 ft.
 - 2) Hanger rod diameter: 5/8 inch.
 - e. Pipe size: 8 inches to 12 inches:
 - 1) Maximum hanger spacing: 14 ft.
 - 2) Hanger rod diameter: 7/8 inch.
 - f. Pipe size: 14 inches and Over:
 - 1) Maximum hanger spacing: 20 ft.
 - 2) Hanger rod diameter: 1 inch.
 - 2. Plastic Piping:
 - a. All Sizes:
 - 1) Maximum hanger spacing: 6 ft.
 - 2) Hanger rod diameter: 3/8 inch.

END OF SECTION

Not for Bid

SECTION 22 10 06
PLUMBING PIPING SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Roof and floor drains.
- B. Interceptors.
- C. Thermostatic mixing valves.

1.02 REFERENCE STANDARDS

- A. NSF 61 - Drinking Water System Components - Health Effects.
- B. NSF 372 - Drinking Water System Components - Lead Content.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide component sizes, rough-in requirements, service sizes, and finishes.
- C. Shop Drawings: Indicate dimensions, weights, and placement of openings and holes.
- D. Certificates: Certify that grease interceptors meet or exceed specified requirements.
- E. Manufacturer's Instructions: Indicate Manufacturer's Installation Instructions: Indicate assembly and support requirements.
- F. Operation Data: Indicate frequency of treatment required for interceptors.
- G. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.
- H. Project Record Documents: Record actual locations of equipment, cleanouts, grease interceptors.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Accept specialties on site in original factory packaging. Inspect for damage.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Specialties in Potable Water Supply Systems: Provide products that comply with NSF 61 and NSF 372 for maximum lead content.

2.02 DRAINS

- A. Floor Sink (FS-1):
 - 1. Acid Resistant Enamel interior Cast Iron with Stainless Steel Grate Zurn Model Z1900 NHZS or approved equal.

2.03 SUMPS AND INTERCEPTORS

- A. See drawings for manufacturers and models

2.04 MIXING VALVES

- A. Thermostatic Mixing Valves:
 - 1. Manufacturers:
 - a. ESBE: www.esbe.se/en.
 - b. Leonard Valve Company: www.leonardvalve.com.

2. Valve: Chrome plated cast brass body, stainless steel or copper alloy bellows, integral temperature adjustment.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

END OF SECTION

Not for Bid

SECTION 23 05 53
IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nameplates.
- B. Tags.
- C. Stencils.
- D. Pipe Markers.

1.02 RELATED REQUIREMENTS

- A. Section 09 91 23 - Interior Painting: Identification painting.

1.03 REFERENCE STANDARDS

- A. ASME A13.1 - Scheme for the Identification of Piping Systems; The American Society of Mechanical Engineers.

1.04 SUBMITTALS

- A. List: Submit list of wording, symbols, letter size, and color coding for mechanical identification.
- B. Chart and Schedule: Submit valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.
- C. Product Data: Provide manufacturers catalog literature for each product required.
- D. Samples: Submit two labels or tags 1/2 x 4 inch in size.
- E. Manufacturer's Installation Instructions: Indicate special procedures, and installation.
- F. Project Record Documents: Record actual locations of tagged valves.

PART 2 PRODUCTS

2.01 IDENTIFICATION APPLICATIONS

- A. Air Handling Units: Nameplates.
- B. Air Terminal Units: Tags.
- C. Instrumentation: Tags.
- D. Major Control Components: Nameplates.
- E. Piping: Pipe markers.
- F. Valves: Tags and ceiling tacks where located above lay-in ceiling.

2.02 MANUFACTURERS

- A. Brady Corporation: www.bradycorp.com.
- B. Champion America, Inc: www.Champion-America.com.
- C. Seton Identification Products: www.seton.com/aec.

2.03 NAMEPLATES

- A. Description: Laminated three-layer plastic with engraved letters.
 - 1. Letter Color: White.
 - 2. Letter Height: 1/2 inch.
 - 3. Background Color: Black.

2.04 TAGS

- A. Plastic Tags: Laminated three-layer plastic with engraved black letters on light contrasting background color. Tag size minimum 1-1/2 inch diameter.

- B. Metal Tags: Aluminum with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.
- C. Valve Tag Chart: Typewritten letter size list in anodized aluminum frame.

2.05 ADHESIVE-BACKED DUCT MARKERS

- A. Material: High gloss acrylic adhesive-backed vinyl film; printed with UV and chemical resistant inks.
- B. Style: Individual Label.
- C. Color: Blue/White.

2.06 STENCILS

- A. Stencils: With clean cut symbols and letters of following size:
 - 1. 3/4 to 1-1/4 inch Outside Diameter of Insulation or Pipe: 8 inch long color field, 1/2 inch high letters.
 - 2. 1-1/2 to 2 inch Outside Diameter of Insulation or Pipe: 8 inch long color field, 3/4 inch high letters.
 - 3. 2-1/2 to 6 inch Outside Diameter of Insulation or Pipe: 12 inch long color field, 1-1/4 inch high letters.
 - 4. 8 to 10 inch Outside Diameter of Insulation or Pipe: 24 inch long color field, 2-1/2 inch high letters.
 - 5. Over 10 inch Outside Diameter of Insulation or Pipe: 32 inch long color field, 3-1/2 inch high letters.
 - 6. Ductwork and Equipment: 2-1/2 inch high letters.
- B. Stencil Paint: As specified in Section 09 91 23, semi-gloss enamel, colors conforming to ASME A13.1.

2.07 PIPE MARKERS

- A. Color: Conform to ASME A13.1.
- B. Plastic Pipe Markers: Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.
- C. Plastic Tape Pipe Markers: Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.
- D. Underground Plastic Pipe Markers: Bright colored continuously printed plastic ribbon tape, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service.

2.08 CEILING TACKS

- A. Description: Steel with 3/4 inch diameter color coded head.
- B. Color code as follows:
 - 1. HVAC Equipment: Yellow.
 - 2. Fire Dampers and Smoke Dampers: Red.
 - 3. Heating/Cooling Valves: Blue.

PART 3 EXECUTION

3.01 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.
- B. Prepare surfaces in accordance with Section 09 91 23 for stencil painting.

3.02 INSTALLATION

- A. Install nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.
- B. Install tags with corrosion resistant chain.
- C. Apply stencil painting in accordance with Section 09 91 23.
- D. Install plastic pipe markers in accordance with manufacturer's instructions.
- E. Install plastic tape pipe markers complete around pipe in accordance with manufacturer's instructions.
- F. Install underground plastic pipe markers 6 to 8 inches below finished grade, directly above buried pipe.
- G. Identify air handling units, pumps, heat transfer equipment, tanks, and water treatment devices with plastic nameplates. Small devices, such as in-line pumps, may be identified with tags.
- H. Identify control panels and major control components outside panels with plastic nameplates.
- I. Identify thermostats relating to terminal boxes or valves with nameplates.
- J. Identify valves in main and branch piping with tags.
- K. Identify air terminal units and radiator valves with numbered tags.
- L. Tag automatic controls, instruments, and relays. Key to control schematic.
- M. Identify piping, concealed or exposed, with plastic pipe markers, plastic tape pipe markers or stencilled painting. Use tags on piping 3/4 inch diameter and smaller. Identify service, flow direction, and pressure. Install in clear view and align with axis of piping. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and Tee, at each side of penetration of structure or enclosure, and at each obstruction.
- N. Identify ductwork with plastic nameplates or stencilled painting. Identify with air handling unit identification number and area served. Locate identification at air handling unit, at each side of penetration of structure or enclosure, and at each obstruction.
- O. Locate ceiling tacks to locate valves, units, or dampers above lay-in panel ceilings. Locate in corner of panel closest to equipment.

END OF SECTION

Not for Bid

SECTION 23 05 93
TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Testing, adjustment, and balancing of air systems.
- B. Testing, adjustment, and balancing of hydronic and refrigerating systems.
- C. Measurement of final operating condition of HVAC systems.
- D. Sound measurement of equipment operating conditions.
- E. Vibration measurement of equipment operating conditions.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. AABC MN-1 - AABC National Standards for Total System Balance; Associated Air Balance Council.
- B. ASHRAE Std 111 - Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.
- C. NEBB (TAB) - Procedural Standards for Testing Adjusting Balancing of Environmental Systems; National Environmental Balancing Bureau.
- D. SMACNA (TAB) - HVAC Systems Testing, Adjusting, and Balancing; Sheet Metal and Air Conditioning Contractors' National Association.

1.04 SUBMITTALS

- A. Installer Qualifications: Submit name of adjusting and balancing agency and TAB supervisor for approval within 30 days after award of Contract.
- B. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
 - 1. Submit to Architect.
 - 2. Submit six weeks prior to starting the testing, adjusting, and balancing work.
 - 3. Include certification that the plan developer has reviewed the contract documents, the equipment and systems, and the control system with the Architect and other installers to sufficiently understand the design intent for each system.
 - 4. Include at least the following in the plan:
 - a. Preface: An explanation of the intended use of the control system.
 - b. List of all air flow, water flow, sound level, system capacity and efficiency measurements to be performed and a description of specific test procedures, parameters, formulas to be used.
 - c. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
 - d. Identification and types of measurement instruments to be used and their most recent calibration date.
 - e. Discussion of what notations and markings will be made on the duct and piping drawings during the process.
 - f. Final test report forms to be used.
 - g. Detailed step-by-step procedures for TAB work for each system and issue, including:
 - 1) Terminal flow calibration (for each terminal type).
 - 2) Diffuser proportioning.
 - 3) Branch/submain proportioning.

- 4) Total flow calculations.
 - 5) Rechecking.
 - 6) Diversity issues.
 - h. Expected problems and solutions, etc.
 - i. Criteria for using air flow straighteners or relocating flow stations and sensors .
 - j. Details of how TOTAL flow will be determined; for example:
 - 1) Air: Sum of terminal flows via control system calibrated readings or via hood readings of all terminals, supply (SA) and return air (RA) pitot traverse, SA or RA flow stations.
 - 2) Water: Pump curves, circuit setter, flow station, ultrasonic, etc.
 - k. Specific procedures that will ensure that both air and water side are operating at the lowest possible pressures and methods to verify this.
 - l. Confirmation of understanding of the outside air ventilation criteria under all conditions.
 - m. Method of verifying and setting minimum outside air flow rate will be verified and set and for what level (total building, zone, etc.).
 - n. Method of checking building static and exhaust fan and/or relief damper capacity.
 - o. Proposed selection points for sound measurements and sound measurement methods.
 - p. Methods for making coil or other system plant capacity measurements, if specified.
 - q. Time schedule for TAB work to be done in phases (by floor, etc.).
 - r. Description of TAB work for areas to be built out later, if any.
 - s. Time schedule for deferred or seasonal TAB work, if specified.
 - t. False loading of systems to complete TAB work, if specified.
 - u. Exhaust fan balancing and capacity verifications, including any required room pressure differentials.
 - v. Interstitial cavity differential pressure measurements and calculations, if specified.
 - w. Procedures for field technician logs of discrepancies, deficient or uncompleted work by others, contract interpretation requests and lists of completed tests (scope and frequency).
 - x. Procedures for formal progress reports, including scope and frequency.
 - y. Procedures for formal deficiency reports, including scope, frequency and distribution.
- C. Field Logs: Submit at least once a week to Commissioning Authority and Construction Manager.
- D. Control System Coordination Reports: Communicate in writing to the controls installer all setpoint and parameter changes made or problems and discrepancies identified during TAB that affect, or could affect, the control system setup and operation.
- E. Progress Reports.
- F. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
1. Submit to the Commissioning Authority, Construction Manager, and HVAC controls contractor within two weeks after completion of testing, adjusting, and balancing.
 2. Revise TAB plan to reflect actual procedures and submit as part of final report.
 3. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Architect and for inclusion in operating and maintenance manuals.
 4. Provide reports in soft cover, letter size, 3-ring binder manuals, complete with index page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.
 5. Include actual instrument list, with manufacturer name, serial number, and date of calibration.

6. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
 7. Units of Measure: Report data in I-P (inch-pound) units only.
 8. Include the following on the title page of each report:
 - a. Name of Testing, Adjusting, and Balancing Agency.
 - b. Address of Testing, Adjusting, and Balancing Agency.
 - c. Telephone number of Testing, Adjusting, and Balancing Agency.
 - d. Project name.
 - e. Project location.
 - f. Project Architect.
 - g. Project Engineer.
 - h. Project Contractor.
 - i. Project altitude.
 - j. Report date.
- G. Project Record Documents: Record actual locations of flow measuring stations and balancing valves and rough setting.

1.05 QUALITY ASSURANCE (MOVED TO PART 3)

1.06 PRE-BALANCING MEETING (MOVED TO PART 3)

1.07 SEQUENCING AND SCHEDULING (MOVED TO PART 3)

1.08 WARRANTY (MOVED TO PART 3)

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Perform total system balance in accordance with one of the following:
 1. AABC MN-1, AABC National Standards for Total System Balance.
 2. ASHRAE Std 111, Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems.
 3. NEBB Procedural Standards for Testing Adjusting Balancing of Environmental Systems.
 4. SMACNA (TAB).
 5. Maintain at least one copy of the standard to be used at project site at all times.
- B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.
- C. Where HVAC systems and/or components interface with life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with the authorities having jurisdiction.
- D. TAB Agency Qualifications:
 1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
 2. Having minimum of three years documented experience.
 3. Certified by one of the following:
 - a. AABC, Associated Air Balance Council: www.aabchq.com; upon completion submit AABC National Performance Guaranty.
 - b. NEBB, National Environmental Balancing Bureau: www.nebb.org.
 - c. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: www.tabbcertified.org.
- E. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.

- F. TAB Supervisor Qualifications: Professional Engineer licensed in the State in which the Project is located.

3.02 EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
1. Systems are started and operating in a safe and normal condition.
 2. Temperature control systems are installed complete and operable.
 3. Proper thermal overload protection is in place for electrical equipment.
 4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
 5. Duct systems are clean of debris.
 6. Fans are rotating correctly.
 7. Fire and volume dampers are in place and open.
 8. Air coil fins are cleaned and combed.
 9. Access doors are closed and duct end caps are in place.
 10. Air outlets are installed and connected.
 11. Duct system leakage is minimized.
 12. Hydronic systems are flushed, filled, and vented.
 13. Pumps are rotating correctly.
 14. Proper strainer baskets are clean and in place.
 15. Service and balance valves are open.
- B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.
- C. Beginning of work means acceptance of existing conditions.

3.03 PREPARATION

- A. Hold a pre-balancing meeting at least one week prior to starting TAB work.
1. Require attendance by all installers whose work will be tested, adjusted, or balanced.
- B. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to Architect to facilitate spot checks during testing.
- C. Provide additional balancing devices as required.

3.04 ADJUSTMENT TOLERANCES

- A. Air Handling Systems: Adjust to within plus or minus 10 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.
- B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 10 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.
- C. Hydronic Systems: Adjust to within plus or minus 10 percent of design.

3.05 RECORDING AND ADJUSTING

- A. Field Logs: Maintain written logs including:
1. Running log of events and issues.
 2. Discrepancies, deficient or uncompleted work by others.
 3. Contract interpretation requests.
 4. Lists of completed tests.
- B. Ensure recorded data represents actual measured or observed conditions.
- C. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.

- D. Mark on the drawings the locations where traverse and other critical measurements were taken and cross reference the location in the final report.
- E. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
- F. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.
- G. At final inspection, recheck random selections of data recorded in report. Recheck points or areas as selected and witnessed by the Owner.
- H. Check and adjust systems approximately six months after final acceptance and submit report.

3.06 AIR SYSTEM PROCEDURE

- A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities .
- B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.
- C. Measure air quantities at air inlets and outlets.
- D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.
- E. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.
- F. Vary total system air quantities by adjustment of fan speeds. Provide drive and sheave changes required. Vary branch air quantities by damper regulation.
- G. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.
- H. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for 50 percent loading of filters.
- I. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.
- J. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.
- K. Where modulating dampers are provided, take measurements and balance at extreme conditions. Balance variable volume systems at maximum air flow rate, full cooling, and at minimum air flow rate, full heating.
- L. Measure building static pressure and adjust supply, return, and exhaust air systems to provide required relationship between each to maintain approximately 0.05 inches positive static pressure near the building entries.
- M. Check multi-zone units for motorized damper leakage. Adjust air quantities with mixing dampers set first for cooling, then heating, then modulating.
- N. For variable air volume system powered units set volume controller to air flow setting indicated. Confirm connections properly made and confirm proper operation for automatic variable air volume temperature control.
- O. On fan powered VAV boxes, adjust air flow switches for proper operation.
- P. For laboratories, lab classrooms, and prep rooms, offset CFM values (differential between exhaust/return and supply airflows) shall be required to maintain a plus 10% minus 5% offset.

3.07 WATER SYSTEM PROCEDURE

- A. Adjust water systems to provide required or design quantities.

- B. Use calibrated Venturi tubes, orifices, or other metered fittings and pressure gauges to determine flow rates for system balance. Where flow metering devices are not installed, base flow balance on temperature difference across various heat transfer elements in the system.
- C. Adjust systems to provide specified pressure drops and flows through heat transfer elements prior to thermal testing. Perform balancing by measurement of temperature differential in conjunction with air balancing.
- D. Effect system balance with automatic control valves fully open to heat transfer elements.
- E. Effect adjustment of water distribution systems by means of balancing cocks, valves, and fittings. Do not use service or shut-off valves for balancing unless indexed for balance point.
- F. Where available pump capacity is less than total flow requirements or individual system parts, full flow in one part may be simulated by temporary restriction of flow to other parts.

3.08 SCOPE

- A. Test, adjust, and balance the following:
 - 1. Direct Fired Furnaces
 - 2. Air Cooled Refrigerant Condensers
 - 3. Packaged Roof Top Heating/Cooling Units (Including Makeup Air Units)
 - 4. Unit Air Conditioners
 - 5. Fans
 - 6. Air Filters
 - 7. Air Inlets and Outlets

3.09 MINIMUM DATA TO BE REPORTED

- A. Electric Motors:
 - 1. Manufacturer
 - 2. Model/Frame
 - 3. HP/BHP
 - 4. Phase, voltage, amperage; nameplate, actual, no load
 - 5. RPM
 - 6. Service factor
 - 7. Starter size, rating, heater elements
 - 8. Sheave Make/Size/Bore
- B. V-Belt Drives:
 - 1. Identification/location
 - 2. Required driven RPM
 - 3. Driven sheave, diameter and RPM
 - 4. Belt, size and quantity
 - 5. Motor sheave diameter and RPM
 - 6. Center to center distance, maximum, minimum, and actual
- C. Combustion Equipment:
 - 1. Boiler manufacturer
 - 2. Model number
 - 3. Serial number
 - 4. Firing rate
 - 5. Overfire draft
 - 6. Gas meter timing dial size
 - 7. Gas meter time per revolution
 - 8. Gas pressure at meter outlet
 - 9. Gas flow rate
 - 10. Heat input

11. Burner manifold gas pressure
 12. Percent carbon monoxide (CO)
 13. Percent carbon dioxide (CO₂)
 14. Percent oxygen (O₂)
 15. Percent excess air
 16. Flue gas temperature at outlet
 17. Ambient temperature
 18. Net stack temperature
 19. Percent stack loss
 20. Percent combustion efficiency
 21. Heat output
- D. Air Cooled Condensers:
1. Identification/number
 2. Location
 3. Manufacturer
 4. Model number
 5. Serial number
 6. Entering DB air temperature, design and actual
 7. Leaving DB air temperature, design and actual
 8. Number of compressors
- E. Cooling Coils:
1. Identification/number
 2. Location
 3. Service
 4. Manufacturer
 5. Air flow, design and actual
 6. Entering air DB temperature, design and actual
 7. Entering air WB temperature, design and actual
 8. Leaving air DB temperature, design and actual
 9. Leaving air WB temperature, design and actual
 10. Water flow, design and actual
 11. Water pressure drop, design and actual
 12. Entering water temperature, design and actual
 13. Leaving water temperature, design and actual
 14. Saturated suction temperature, design and actual
 15. Air pressure drop, design and actual
- F. Heating Coils:
1. Identification/number
 2. Location
 3. Service
 4. Manufacturer
 5. Air flow, design and actual
 6. Water flow, design and actual
 7. Water pressure drop, design and actual
 8. Entering water temperature, design and actual
 9. Leaving water temperature, design and actual
 10. Entering air temperature, design and actual
 11. Leaving air temperature, design and actual
 12. Air pressure drop, design and actual
- G. Air Moving Equipment:

1. Location
 2. Manufacturer
 3. Model number
 4. Serial number
 5. Arrangement/Class/Discharge
 6. Air flow, specified and actual
 7. Return air flow, specified and actual
 8. Outside air flow, specified and actual
 9. Total static pressure (total external), specified and actual
 10. Inlet pressure
 11. Discharge pressure
 12. Sheave Make/Size/Bore
 13. Number of Belts/Make/Size
 14. Fan RPM
- H. Return Air/Outside Air:
1. Identification/location
 2. Design air flow
 3. Actual air flow
 4. Design return air flow
 5. Actual return air flow
 6. Design outside air flow
 7. Actual outside air flow
 8. Return air temperature
 9. Outside air temperature
 10. Required mixed air temperature
 11. Actual mixed air temperature
 12. Design outside/return air ratio
 13. Actual outside/return air ratio
- I. Exhaust Fans:
1. Location
 2. Manufacturer
 3. Model number
 4. Serial number
 5. Air flow, specified and actual
 6. Total static pressure (total external), specified and actual
 7. Inlet pressure
 8. Discharge pressure
 9. Sheave Make/Size/Bore
 10. Number of Belts/Make/Size
 11. Fan RPM
 12. Associated with Fume Hoods, Include:
 - a. Face velocity test at max/min sash position.
- J. Duct Traverses:
1. System zone/branch
 2. Duct size
 3. Area
 4. Design velocity
 5. Design air flow
 6. Test velocity
 7. Test air flow

8. Duct static pressure
 9. Air temperature
 10. Air correction factor
- K. Duct Leak Tests:
1. Description of ductwork under test
 2. Duct design operating pressure
 3. Duct design test static pressure
 4. Duct capacity, air flow
 5. Maximum allowable leakage duct capacity times leak factor
 6. Test apparatus
 - a. Blower
 - b. Orifice, tube size
 - c. Orifice size
 - d. Calibrated
 7. Test static pressure
 8. Test orifice differential pressure
 9. Leakage
- L. Flow Measuring Stations:
1. Identification/number
 2. Location
 3. Size
 4. Manufacturer
 5. Model number
 6. Serial number
 7. Design Flow rate
 8. Design pressure drop
 9. Actual/final pressure drop
 10. Actual/final flow rate
 11. Station calibrated setting
- M. Terminal Unit Data:
1. Manufacturer
 2. Type, constant, variable, single, dual duct
 3. Identification/number
 4. Location
 5. Model number
 6. Size
 7. Minimum static pressure
 8. Minimum design air flow
 9. Maximum design air flow
 10. Maximum actual air flow
 11. Inlet static pressure
- N. Air Distribution Tests:
1. Air terminal number
 2. Room number/location
 3. Terminal type
 4. Terminal size
 5. Area factor
 6. Design velocity
 7. Design air flow
 8. Test (final) velocity

9. Test (final) air flow
10. Percent of design air flow
- O. Sound Level Reports:
 1. Location
 2. Octave bands - equipment off
 3. Octave bands - equipment on
- P. Vibration Tests:
 1. Location of points:
 - a. Fan bearing, drive end
 - b. Fan bearing, opposite end
 - c. Motor bearing, center (if applicable)
 - d. Motor bearing, drive end
 - e. Motor bearing, opposite end
 - f. Casing (bottom or top)
 - g. Casing (side)
 - h. Duct after flexible connection (discharge)
 - i. Duct after flexible connection (suction)
 2. Test readings:
 - a. Horizontal, velocity and displacement
 - b. Vertical, velocity and displacement
 - c. Axial, velocity and displacement
 3. Normally acceptable readings, velocity and acceleration
 4. Unusual conditions at time of test
 5. Vibration source (if non-complying)

END OF SECTION

SECTION 23 07 13
DUCT INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Duct insulation.
- B. Insulation jackets.

1.02 RELATED REQUIREMENTS

- A. Section 09 90 00 - Painting and Coating: Painting insulation jackets.
- B. Section 22 05 53 - Identification for Plumbing Piping and Equipment.
- C. Section 23 05 53 - Identification for HVAC Piping and Equipment.
- D. Section 23 31 00 - HVAC Ducts and Casings: Glass fiber ducts.

1.03 REFERENCE STANDARDS

- A. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- B. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric].
- C. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
- D. ASTM C553 - Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
- E. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation.
- F. ASTM C1071 - Standard Specification for Fibrous Glass Duct Lining Insulation (Thermal and Sound Absorbing Material).
- G. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- H. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
- I. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association.
- J. SMACNA (DCS) - HVAC Duct Construction Standards; Sheet Metal and Air Conditioning Contractors' National Association.
- K. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc..

1.04 SUBMITTALS

- A. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.
- B. Manufacturer's Instructions: Indicate installation procedures necessary to ensure acceptable workmanship and that installation standards will be achieved.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section with not less than three years of documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified in this section, with minimum three years of experience and approved by manufacturer.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labelled with manufacturer's identification, including product density and thickness.
- B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.07 FIELD CONDITIONS

- A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.
- B. Maintain temperature during and after installation for minimum period of 24 hours.

PART 2 PRODUCTS

2.01 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION

- A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84, NFPA 255, or UL 723.

2.02 GLASS FIBER, FLEXIBLE

- A. Manufacturer:
 - 1. Knauf Insulation: www.knaufusa.com.
 - 2. Johns Manville: www.jm.com.
 - 3. Owens Corning Corporation: www.ocbuildingspec.com.
 - 4. CertainTeed Corporation: www.certainteed.com.
- B. Insulation: ASTM C553; flexible, noncombustible blanket.
 - 1. 'K' value: 0.36 at 75 degrees F, when tested in accordance with ASTM C518.
 - 2. Maximum Service Temperature: 450 degrees F.
 - 3. Maximum Water Vapor Sorption: 5.0 percent by weight.
- C. Vapor Barrier Jacket:
 - 1. Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.
 - 2. Secure with pressure sensitive tape.
- D. Vapor Barrier Tape:
 - 1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber based adhesive.
- E. Outdoor Vapor Barrier Mastic:
 - 1. Vinyl emulsion type acrylic or mastic, compatible with insulation, black color.
- F. Tie Wire: Annealed steel, 16 gage, 0.0508 inch diameter.

2.03 GLASS FIBER, RIGID

- A. Manufacturer:
 - 1. Knauf Insulation: www.knaufusa.com.
 - 2. Johns Manville: www.jm.com.
 - 3. Owens Corning Corp: www.owenscorning.com.
 - 4. CertainTeed Corporation: www.certainteed.com.
- B. Insulation: ASTM C612; rigid, noncombustible blanket.
 - 1. 'K' value: 0.24 at 75 degrees F, when tested in accordance with ASTM C518.
 - 2. Maximum service temperature: 450 degrees F.
 - 3. Maximum Water Vapor Sorption: 5.0 percent.
 - 4. Maximum Density: 8.0 lb/cu ft.
- C. Vapor Barrier Jacket:

1. Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.
 2. Secure with pressure sensitive tape.
- D. Vapor Barrier Tape:
1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber based adhesive.
- E. Indoor Vapor Barrier Finish:
1. Cloth: Untreated; 9 oz/sq yd weight, glass fabric.
 2. Vinyl emulsion type acrylic, compatible with insulation, black color.

2.04 JACKETS

- A. Aluminum Jacket: ASTM B209 (ASTM B209M).
1. Thickness: 0.016 inch sheet.
 2. Finish: Smooth.
 3. Joining: Longitudinal slip joints and 2 inch laps.
 4. Fittings: 0.016 inch thick die shaped fitting covers with factory attached protective liner.
 5. Metal Jacket Bands: 3/8 inch wide; 0.015 inch thick aluminum.
 6. Metal Jacket Bands: 3/8 inch wide; 0.010 inch thick stainless steel.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that ducts have been tested before applying insulation materials.
- B. Verify that surfaces are clean, foreign material removed, and dry.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Insulated ducts conveying air below ambient temperature:
 1. Provide insulation with vapor barrier jackets.
 2. Finish with tape and vapor barrier jacket.
 3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
 4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.
- D. Insulated ducts conveying air above ambient temperature:
 1. Provide with or without standard vapor barrier jacket.
 2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.
- E. Exterior Applications: Provide insulation with vapor barrier jacket. Cover with with calked aluminum jacket with seams located on bottom side of horizontal duct section.
- F. External Duct Insulation Application:
 1. Secure insulation with vapor barrier with wires and seal jacket joints with vapor barrier adhesive or tape to match jacket.
 2. Secure insulation without vapor barrier with staples, tape, or wires.
 3. Install without sag on underside of duct. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift duct off trapeze hangers and insert spacers.
 4. Seal vapor barrier penetrations by mechanical fasteners with vapor barrier adhesive.
 5. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

3.03 SCHEDULES

- A. INDOOR DUCT AND PLENUM APPLICATION SCHEDULE
1. NOTE: Apply duct lagging where indicated on drawings.
 2. Service: Round, supply-air ducts, concealed.
 - a. Material: Glass Fiber, Rigid or Flexible.
 - b. Thickness: 1-1/2 inches.
 - c. Jacket: Foil and paper.
 - d. Vapor Retarder Required: Yes.
 3. Service: Rectangular, supply-air ducts, concealed.
 - a. Material: Glass Fiber, Rigid or Flexible.
 - b. Thickness: 1-1/2 inches.
 - c. Jacket: Foil and paper.
 - d. Vapor Retarder Required: Yes.
 4. Service: Rectangular, return-air ducts, concealed.
 - a. Material: Glass Fiber, Rigid or Flexible.
 - b. Thickness: 1 inch.
 - c. Jacket: Foil and paper.
 - d. Vapor Retarder Required: No.
 5. Service: Rectangular, outside-air ducts, concealed.
 - a. Material: Glass Fiber, Rigid or Flexible.
 - b. Thickness: 1- 1/2 inches.
 - c. Jacket: Foil and paper.
 - d. Vapor Retarder Required: Yes.
 6. Service: Round, supply-air ducts, exposed.
 - a. Material: Glass Fiber, Rigid or Flexible.
 - b. Thickness: 2 inches.
 - c. Jacket: Spiral-wound steel, paintable.
 - d. Vapor Retarder Required: Yes.
 7. Service: Rectangular, supply-air ducts, exposed.
 - a. Material: Glass Fiber, Rigid or Flexible.
 - b. Thickness: 2 inches.
 - c. Jacket: Aluminum, painted to architects specifications.
 - d. Vapor Retarder Required: Yes.
 8. Service: Rectangular or Round, dishwasher exhaust ducts, concealed.
 - a. Material: Glass Fiber, Rigid or Flexible.
 - b. Thickness: 1/2 inch.
 - c. Jacket: Foil and Paper
 - d. Vapor Retarder Required: No.
 9. Service: Rectangular or Round, dishwasher exhaust ducts, exposed.
 - a. Material: Glass Fiber, Rigid or Flexible.
 - b. Thickness: 1/2 inch.
 - c. Jacket: Aluminum
 - d. Vapor Retarder Required: No.

END OF SECTION

SECTION 23 07 19
HVAC PIPING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Piping insulation.
- B. Jackets and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 07 84 00 - Firestopping.

1.03 REFERENCE STANDARDS

- A. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric].
- B. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded Hot Plate Apparatus.
- C. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement.
- D. ASTM C449 - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement.
- E. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
- F. ASTM C533 - Standard Specification for Calcium Silicate Block and Pipe Thermal Insulation.
- G. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
- H. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation.
- I. ASTM C552 - Standard Specification for Cellular Glass Thermal Insulation.
- J. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
- K. ASTM C585 - Standard Practice for Inner and Outer Diameters of Rigid Thermal Insulation for Nominal Sizes of Pipe and Tubing (NPS System).
- L. ASTM C591 - Standard Specification for Unfaced Preformed Rigid Cellular Polyisocyanurate Thermal Insulation.
- M. ASTM C610 - Standard Specification for Molded Expanded Perlite Block and Pipe Thermal Insulation.
- N. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel.
- O. ASTM D1056 - Standard Specification for Flexible Cellular Materials--Sponge or Expanded Rubber.
- P. ASTM D2842 - Standard Test Method for Water Absorption of Rigid Cellular Plastics.
- Q. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- R. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
- S. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association.
- T. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc..

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified in this section with minimum five years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

1.06 FIELD CONDITIONS

- A. Maintain ambient conditions required by manufacturers of each product.
- B. Maintain temperature before, during, and after installation for minimum of 24 hours.

PART 2 PRODUCTS

2.01 REQUIREMENTS FOR PRODUCTS OF THIS SECTION

- A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.02 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

- A. Manufacturer:
 - 1. Armacell LLC: www.armacell.us.
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 3; use molded tubular material wherever possible.
 - 1. Minimum Service Temperature: Minus 40 degrees F.
 - 2. Maximum Service Temperature: 220 degrees F.
 - 3. Connection: Waterproof vapor barrier adhesive.
- C. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation. Low VOC compliant (LEED).

2.03 JACKETS

- A. PVC Plastic.
 - 1. Manufacturers:
 - a. Johns Manville Corporation: www.jm.com.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.
 - 2. Jacket: One piece molded type fitting covers and sheet material, off-white color.
 - a. Minimum Service Temperature: 0 degrees F.
 - b. Maximum Service Temperature: 150 degrees F.
 - c. Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.
 - d. Thickness: 10 mil.
 - e. Connections: Brush on welding adhesive.
 - 3. Covering Adhesive Mastic: Compatible with insulation.
 - a. Compatible with insulation. Low VOC compliant (LEED).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that piping has been tested before applying insulation materials.
- B. Verify that surfaces are clean and dry, with foreign material removed.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Exposed Piping: Locate insulation and cover seams in least visible locations.
- D. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
- E. For hot piping conveying fluids 140 degrees F or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.
- F. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.
- G. Inserts and Shields:
 - 1. Application: Piping 1-1/2 inches diameter or larger.
 - 2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
 - 3. Insert location: Between support shield and piping and under the finish jacket.
 - 4. Insert configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
 - 5. Insert material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.
- H. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, refer to Section 07 84 00.
- I. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with PVC jacket and fitting covers.
- J. Exterior Applications: Provide vapor barrier jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor barrier cement. Cover with aluminum jacket with seams located on bottom side of horizontal piping. Provide two coats of UV resistant finish for flexible elastomeric cellular insulation without jacketing.
- K. Buried Piping: Provide factory fabricated assembly with inner all-purpose service jacket with self-sealing lap, and asphalt impregnated open mesh glass fabric, with one mil thick aluminum foil sandwiched between three layers of bituminous compound; outer surface faced with a polyester film.
- L. Heat Traced Piping: Insulate fittings, joints, and valves with insulation of like material, thickness, and finish as adjoining pipe. Size large enough to enclose pipe and heat tracer. Cover with aluminum jacket with seams located on bottom side of horizontal piping.

3.03 SCHEDULE

- A. PIPING INSULATION SCHEDULES
 - 1. General: Abbreviations used in the following schedules include:
 - a. Field Applied Jackets: P - PVC, K-Foil and Paper, A - Aluminum, SS - Stainless Steel.
 - b. Piping Sizes: NPS - Nominal Pipe Size.
- B. INTERIOR PIPING APPLICATION SCHEDULE
 - 1. Service: Condensate drain piping.
 - a. Operating Temperature: 35 to 75 deg F.
 - b. Insulation Material: Flexible elastomeric.
 - c. Insulation Thickness: 0.5 inch.
 - d. Jacket: None.
 - e. Vapor Retarder Required: Yes.

- f. Finish: None.
- 2. Service: Refrigerant piping, all:
 - a. Operating Temperature: 35 to 140 deg F.
 - b. Insulation Material: Flexible elastomeric.
 - c. Insulation Thickness: Apply the following insulation thicknesses:
 - 1) Pipe, 1" or less: 1.0 inch.
 - 2) Pipe, 1-1/4" and up: 1.5 inch.
 - d. Jacket: None.
 - e. Vapor Retarder Required: No.
 - f. Finish: None.
- C. EXTERIOR PIPING INSULATION APPLICATION SCHEDULE
 - 1. Service: Refrigerant piping, all:
 - a. Operating Temperature: 35 to 140 deg F.
 - b. Insulation Material: Flexible elastomeric.
 - c. Insulation Thickness: Apply the following insulation thicknesses:
 - 1) Pipe, 1" or less: 1.0 inch.
 - 2) Pipe, 1-1/4" and up: 1.5 inch.
 - d. Jacket: Aluminum.
 - e. Vapor Retarder Required: No.
 - f. Finish: None.

END OF SECTION

Not for Bid

SECTION 23 09 93

SEQUENCE OF OPERATIONS FOR HVAC CONTROLS

CONTRACTOR SHALL PROVIDE ALL CONTROLS AND INTERCONNECTING WIRING FOR THE VARIABLE REFRIGERANT FLOW (VRF) SYSTEM AS REQUIRED IN THE SPECIFICATIONS AS WELL AS ALL HEAD-END EQUIPMENT, CONTROLLERS, WIRING, LABOR, AND SOFTWARE REQUIRED TO INTEGRATE THE VRF SYSTEM AS WELL AS THE KITCHEN HOOD EXHUST, DISHWASHER EXHAUST, AND MAKE UP AIR UNIT, AND ASSOCIATED MELINK (OR APPROVED EQUAL) SYSTEM INTO THE EXISTING B.A.S. TO COMPLETE THE SEQUENCES OF OPERATION AS OUTLINED BELOW AS WELL AS DESCRIBED AND OR OUTLINED ON THE DRAWINGS.

1.01 PART 1 GENERAL

1.02 SECTION INCLUDES

- A. This section defines the manner and method by which controls function. Requirements for each type of control system operation are specified. Equipment, devices, and system components required for control systems are specified in other sections.
- B. Sequence of operation for:
 - 1. Kitchen Exhaust Hoods / Kitchen Ventilation Systems
 - 2. Variable Refrigerant Flow (VRF) Heat Pump Systems

1.03 SYSTEM DESCRIPTION

- A. This Section defines the manner and method by which controls function. Requirements for each type of control system operation are specified. Equipment, devices, and system components required for control systems are specified in other Sections.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Sequence of Operation Documentation: Submit written sequence of operation for entire HVAC system and each piece of equipment.
 - 1. Preface: 1 of 2 paragraph overview narrative of the system describing its purpose, components and function.
 - 2. State each sequence in small segments and give each segment a unique number for referencing in Functional Test procedures; provide a complete description regardless of the completeness and clarity of the sequences specified in the contract documents.
 - 3. Include at least the following sequences:
 - a. Start-up.
 - b. Warm-up mode.
 - c. Normal operating mode.
 - d. Unoccupied mode.
 - e. Shutdown.
 - f. Capacity control sequences and equipment staging.
 - g. Temperature and pressure control, such as setbacks, setups, resets, etc.
 - h. Detailed sequences for all control strategies, such as economizer control, optimum start/stop, staging, optimization, demand limiting, etc.
 - i. Effects of power or equipment failure with all standby component functions.
 - j. Sequences for all alarms and emergency shut downs.
 - k. Seasonal operational differences and recommendations.
 - l. Interactions and interlocks with other systems.
 - 4. Include initial and recommended values for all adjustable settings, setpoints and parameters that are typically set or adjusted by operating staff; and any other control settings or fixed values, delays, etc. that will be useful during testing and operating the equipment.

5. For packaged controlled equipment, include manufacturer's furnished sequence of operation amplified as required to describe the relationship between the packaged controls and the control system, indicating which points are adjustable control points and which points are only monitored.
6. Include schedules, if known.
- C. Control System Diagrams: Submit graphic schematic of the control system showing each control component and each component controlled, monitored, or enabled.
 1. Label with settings, adjustable range of control and limits.
 2. Include flow diagrams for each control system, graphically depicting control logic.
 3. Include the system and component layout of all equipment that the control system monitors, enables or controls, even if the equipment is primarily controlled by packaged or integral controls.
 4. Include draft copies of graphic displays indicating mechanical system components, control system components, and controlled function status and value.
 5. Include all monitoring, control and virtual points specified in elsewhere.
 6. Include a key to all abbreviations.
- D. Points List: Submit list of all control points indicating at least the following for each point.
 1. Name of controlled system.
 2. Point abbreviation.
 3. Point description; such as dry bulb temperature, airflow, etc.
 4. Display unit.
 5. Control point or setpoint (Yes / No); i.e. a point that controls equipment and can have its setpoint changed.
 6. Monitoring point (Yes / No); i.e. a point that does not control or contribute to the control of equipment but is used for operation, maintenance, or performance verification.
 7. Intermediate point (Yes / No); i.e. a point whose value is used to make a calculation which then controls equipment, such as space temperatures that are averaged to a virtual point to control reset.
 8. Calculated point (Yes / No); i.e. a "virtual" point generated from calculations of other point values.
- E. Project Record Documents: Record actual locations of components and setpoints of controls, including changes to sequences made after submission of shop drawings.

1.05 QUALITY ASSURANCE

- A. Design system under direct supervision of a Professional Engineer experienced in design of this Work and licensed in the State in which the Project is located.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL SYSTEM DESIGN AND OPERATION STANDARDS

- A. Each unit shall be controlled by an individual DDC Controller and all required sensors, control valves, and appurtenances required to complete the sequence of operation. Units shall include occupied/unoccupied control, night-setback, morning warm-up/cool-down, and enthalpy-based economizer functions.

3.02 EXHAUST FANS

- A. Exhaust Fans Serving Dishwashers
 1. The exhaust fans serving each dishwasher shall be energized when the corresponding dishwasher or the main kitchen hood is in operation and shall be de-energized when the dishwasher and main kitchen hood is not in use.
 2. Provide a current sensor for each fan to show operational status.

- B. Provide a current sensor for each fan to show operational status.
- C. The following items shall be displayed at the Operator's Terminal:
 - 1. Commanded status of fan.
 - 2. Operational status of fan via current sensor.

3.03 KITCHEN EXHAUST HOODS / KITCHEN MAKE-UP AIR UNITS

- A. Each exhaust fan and tempered make-up air unit shall be controlled via a MELINK or approved equal variable-exhaust flow controller provided by the Contractor. The controller shall independently vary the exhaust fan and supply air system via the corresponding variable frequency drives in response to the sensor reading in the hood exhaust for both temperature and particulate exhaust rate. It shall also energize the dishwasher exhaust fan when either the main kitchen hood is in operation, the dishwasher is in operation, or both are in operations. The dishwasher exhaust fan shall be set to a constant speed and will not vary in normal operation
- B. When the MELINK system senses that more or less flow is needed in the kitchen hood based on heat or smoke, then it shall ramp the MAU and the kitchen hood exhaust fan up and down to adequately remove the heat and or smoke generated under the kitchen hood.
- C. The MAU shall provide conditioned air to maintain space temperature and humidity setpoints for it in the kitchen. It shall automatically modulate cooling via self contained DX cooling, heating via the self contained gas fired furnace, and humidity via the DX cooling and self contained modulating hot gas reheat.
- D. Provide a current sensor for each fan (supply and exhaust) to show operational status.
- E. The following items shall be displayed at the Operator's Terminal at a minimum:
 - 1. Commanded status of fan.
 - 2. Operational status of fan via current sensor.
 - 3. % commanded speed of each fan
 - 4. % actual speed for each fan
 - 5. Active Fault status

3.04 VARIABLE REFRIGERANT VOLUME HEAT PUMP SYSTEMS

- A. The variable refrigerant split system shall have a BAS DDC interface wired to the manufacturer factory central system controller to provide operation, configuration, and monitoring of the system. The manufacturer factory central controller shall operate in BACnet protocol, and be connected to manufacturer factory space temperature sensors as specified.
- B. Sequence of operation:
 - 1. Cooling Mode: Cooling mode shall be selected based on outdoor air temperatures or manually enabled or scheduled from the wall thermostat. During the programmed occupied mode, the supply fan shall only run when it needs to satisfy space temperature setpoint. On a rise in space temperature above the setpoint (75 degrees, adjustable), the manufacturer central controller shall energize the supply fan and the central compressor to provide cooling. The internal capacity control valve in the evaporator unit shall modulate to control the flow of refrigerant to maintain space temperature. On a fall in space temperature the refrigerant capacity control valve shall modulate closed.
 - 2. Heating Mode: Heating mode shall be selected based on outdoor air temperatures or manually enabled or scheduled from the thermostat. During the programmed occupied mode, the supply fan shall only run when it needs to satisfy space temperature set point. On a drop in space temperature below the setpoint (68 degrees, adjustable), the manufacturer central controller shall energize the supply fan and central compressor to with the requisite reversing valve to provide heating to the evaporator unit as required. The internal capacity control valve in the evaporator unit shall modulate to control the flow of refrigerant to maintain space temperature. On a fall in space temperature the refrigerant capacity control valve shall modulate closed.

3. The following items shall be accessible and displayed at the Operator's Terminal:
 - a. Space temperature setpoint at each fan-coil unit (user adjustable).
 - b. Actual space temperature of each fan-coil unit space.
 - c. Operational status of each fan-coil unit (heating, cooling, off, user adjustable).
 - d. Factory error codes from each unit.
 - e. Remote space temperature sensor override for each fan-coil unit (user adjustable to limit temperature adjustment range, heat/cool selection, fan speed).
 - f. Energy Saving Command
 - g. Compressor Status
 - h. Accumulated Power Consumption
- C. Each terminal unit (fan coil, ceiling cassette, or air handling unit) shall be controlled by the factory-provided wall-mounted thermostat. The thermostat shall be capable of allowing full space temperature set point adjustment (user adjustable).

3.05 ELECTRICAL DUCT HEATERS

- A. Electrical duct heaters shall be energized in stages to maintain minimum heat pump supply air temperature of 60 degrees F (adj.) during heating mode.

END OF SECTION

SECTION 23 31 00
HVAC DUCTS AND CASINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal ductwork.
- B. Nonmetal ductwork.
- C. Kitchen hood ductwork.
- D. Duct cleaning.

1.02 RELATED REQUIREMENTS

- A. Section 23 07 13 - Duct Insulation: External insulation and duct liner.
- B. Section 23 33 00 - Air Duct Accessories.
- C. Section 23 05 93 - Testing, Adjusting, and Balancing for HVAC.

1.03 REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- C. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- D. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- E. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric].
- F. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association.
- G. NFPA 90B - Standard for the Installation of Warm Air Heating and Air Conditioning Systems; National Fire Protection Association.
- H. NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations; National Fire Protection Association.
- I. SMACNA (LEAK) - HVAC Air Duct Leakage Test Manual; Sheet Metal and Air Conditioning Contractors' National Association.
- J. SMACNA (DCS) - HVAC Duct Construction Standards; Sheet Metal and Air Conditioning Contractors' National Association.
- K. SMACNA (KVS) - Kitchen Ventilation Systems and Food Service Equipment Fabrication & Installation Guidelines.
- L. SMACNA (LEAK) - HVAC Air Duct Leakage Test Manual; Sheet Metal and Air Conditioning Contractors' National Association.

1.04 PERFORMANCE REQUIREMENTS

- A. No variation of duct configuration or sizes permitted except by written permission. Size round ducts installed in place of rectangular ducts in accordance with ASHRAE table of equivalent rectangular and round ducts.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for duct materials and duct connections.

- C. Shop Drawings: Indicate duct fittings, particulars such as gages, sizes, welds, and configuration prior to start of work for all systems.
- D. Test Reports: Indicate pressure tests performed. Include date, section tested, test pressure, and leakage rate, following SMACNA (LEAK).
- E. Manufacturer's Certificate: Certify that installation of glass fiber ductwork meet or exceed recommended fabrication and installation requirements.
- F. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience, and approved by manufacturer.
- B. Installer Qualifications: Company specializing in performing the type of work specified in this section, with minimum five years of documented experience.

1.07 REGULATORY REQUIREMENTS

- A. Construct ductwork to NFPA 90A, NFPA 90B, and NFPA 96 standards.

1.08 FIELD CONDITIONS

- A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.
- B. Maintain temperatures within acceptable range during and after installation of duct sealants.

PART 2 PRODUCTS

2.01 DUCT ASSEMBLIES

- A. Regulatory Requirements: Construct ductwork to NFPA 90A standards.

2.02 MATERIALS

- A. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G90/Z275 coating.
- B. Aluminum for Ducts: ASTM B209 (ASTM B209M); aluminum sheet, alloy 3003-H14. Aluminum Connectors and Bar Stock: Alloy 6061-T651 or of equivalent strength.
- C. Stainless Steel for Ducts: ASTM A666, Type 304.
- D. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.
- E. Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:
- F. Insulated Flexible Ducts:
 - 1. Two ply vinyl film supported by helically wound spring steel wire; fiberglass insulation; polyethylene vapor barrier film.
 - a. Pressure Rating: 10 inches WG positive and 1.0 inches WG negative.
 - b. Maximum Velocity: 4000 fpm.
 - c. Temperature Range: -10 degrees F to 160 degrees F.
- G. All Concealed Ducts: Galvanized steel, unless otherwise indicated.
- H. Low Pressure Supply (Heating Systems): 1/2 inch w.g. pressure class, galvanized steel or aluminum.
- I. Low Pressure Supply (System with Cooling Coils): 1/2 inch w.g. pressure class, galvanized steel or aluminum.
- J. Return and Relief: 1/2 inch w.g. pressure class, galvanized steel.

- K. General Exhaust: 1/2 inch w.g. pressure class, galvanized steel.
- L. Kitchen Cooking Hood Exhaust: 1 inch w.g. pressure class, stainless steel.
 - 1. Asphalt base.
 - 2. Construct of 16 gage, 0.0598 inch sheet steel using continuous external welded joints in rectangular sections.
- M. Dishwasher Exhaust: 1 inch w.g. pressure class, stainless steel.
- N. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
 - 1. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.
 - 2. VOC Content: Not more than 250 g/L, excluding water.
 - 3. Construct of 18 gage, 0.0500 inch stainless steel using continuous external welded joints in rectangular sections.
- O. Outside Air Intake: 1/2 inch w.g. pressure class, galvanized steel.
- P. Hanger Rod: ASTM A 36/A 36M; steel; threaded both ends, threaded one end, or continuously threaded.

2.03 METAL DUCTWORK FABRICATION

- A. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards, International Energy Conservation Code 2012 sealing requirements, and as indicated.
- B. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- C. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide turning vanes. .
- D. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
- E. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA (DCS).
- F. Fabricate continuously welded round and oval duct fittings two gages heavier than duct gages indicated in SMACNA Standard. Joints shall be minimum 4 inch cemented slip joint, brazed or electric welded. Prime coat welded joints.
- G. Provide standard 45 degree lateral wye takeoffs unless otherwise indicated where 90 degree conical tee connections may be used.
- H. Where ducts are connected to exterior wall louvers and duct outlet is smaller than louver frame, provide blank-out panels sealing louver area around duct. Use same material as duct, painted black on exterior side; seal to louver frame and duct.

2.04 MANUFACTURED DUCTWORK AND FITTINGS

- A. Manufacture in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.

2.05 KITCHEN HOOD EXHAUST DUCTWORK

- A. Fabricate in accordance with ductwork manufacturer's installation instructions, SMACNA (DCS), SMACNA (KVS), and NFPA 96.

2.06 DISHWASHER EXHAUST DUCTWORK

- A. Fabricate dishwasher head exhaust ducts with 18 gauge stainless steel. Weld and flange seams and joints.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install, support, and seal ducts in accordance with SMACNA (DCS).
- B. Install in accordance with manufacturer's instructions.
- C. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
- D. Flexible Ducts: Connect to metal ducts with mechanical fastener.
- E. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.
- F. Install and seal metal and flexible ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- G. Provide openings in ductwork where required to accommodate thermometers and controllers. Provide pilot tube openings where required for testing of systems, complete with metal can with spring device or screw to ensure against air leakage. Where openings are provided in insulated ductwork, install insulation material inside a metal ring.
- H. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- I. Use crimp joints with or without bead for joining round duct sizes 8 inch and smaller with crimp in direction of air flow.
- J. Use double nuts and lock washers on threaded rod supports.
- K. Tape joints of PVC coated metal ductwork with PVC tape.
- L. Connect terminal units to supply ducts directly or with one foot maximum length of flexible duct. Do not use flexible duct to change direction.
- M. Connect diffusers or light troffer boots to low pressure ducts directly or with 5 feet maximum length of flexible duct held in place with strap or clamp.
- N. Connect flexible ducts to metal ducts with adhesive plus sheet metal screws.
- O. Set plenum doors 6 to 12 inches above floor. Arrange door swings so that fan static pressure holds door in closed position.
- P. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
- Q. At exterior wall louvers, seal duct to louver frame and install blank-out panels as required.

3.02 CLEANING

- A. For newly installed duct: Clean duct system and force air at high velocity through duct to remove accumulated dust. To obtain sufficient air, clean half the system at a time. Protect equipment that could be harmed by excessive dirt with temporary filters, or bypass during cleaning.
- B. For cleaning existing duct to remain, see specification section 23 01 30.51 for details.

3.03 SCHEDULES

- A. Ductwork Material:
 - 1. Low Pressure Supply (Heating Systems): Galvanized Steel, Aluminum
 - 2. Low Pressure Supply (System with Cooling Coils): Galvanized Steel, Aluminum
 - 3. Return and Relief: Galvanized Steel, Aluminum.
 - 4. General Exhaust: Galvanized Steel, Aluminum.
 - 5. Kitchen Hood Exhaust: Stainless Steel.
 - 6. Dishwasher Exhaust: Stainless Steel.

- B. Ductwork Pressure Class:
1. Supply (Heating Systems): 1 inch
 2. Supply (System with Cooling Coils): 2 inch.
 3. Return and Relief: 1 inch.
 4. General Exhaust: 1 inch.
 5. Dishwasher Exhaust: 2 inch.
 6. Outside Air Intake: 1 inch.

END OF SECTION

Not for Bid

Not for Bid

SECTION 23 33 00
AIR DUCT ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Air turning devices/extractors.
- B. Backdraft dampers - metal.
- C. Backdraft dampers.
- D. Combination fire and smoke dampers.
- E. Duct access doors.
- F. Duct test holes.
- G. Fire dampers.
- H. Flexible duct connections.
- I. Smoke dampers.
- J. Volume control dampers.

1.02 RELATED REQUIREMENTS

- A. Section 23 31 00 - HVAC Ducts and Casings.
- B. Section 26 27 17 - Equipment Wiring: Electrical characteristics and wiring connections.

1.03 REFERENCE STANDARDS

- A. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association.
- B. NFPA 92 - Standard for Smoke-Control Systems.
- C. NFPA 92A - Standard for Smoke-Control Systems Utilizing Barriers and Pressure Differences.
- D. SMACNA (DCS) - HVAC Duct Construction Standards.
- E. UL 33 - Heat Responsive Links for Fire-Protection Service; Underwriters Laboratories Inc..
- F. UL 555 - Standard for Fire Dampers; Underwriters Laboratories Inc..
- G. UL 555S - Standard for Leakage Rated Dampers for Use in Smoke Control Systems; Underwriters Laboratories Inc..

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide for shop fabricated assemblies including volume control dampers, duct access doors, duct test holes, and hardware used. Include electrical characteristics and connection requirements.
- C. Shop Drawings: Indicate for shop fabricated assemblies including volume control dampers, duct access doors, and duct test holes.
- D. Manufacturer's Installation Instructions: Provide instructions for fire dampers and combination fire and smoke dampers.
- E. Project Record Drawings: Record actual locations of access doors and test holes.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
 - 2. Extra Fusible Links: One of each type and size.

1.05 PROJECT RECORD DOCUMENTS

- A. Record actual locations of access doors and test holes.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum five years of documented experience.
- B. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Protect dampers from damage to operating linkages and blades.

1.08 EXTRA MATERIALS

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Provide two of each size and type of fusible link.

PART 2 PRODUCTS

2.01 AIR TURNING DEVICES/EXTRACTORS

- A. Manufacturers:
 - 1. Krueger: www.krueger-hvac.com.
 - 2. Ruskin Company: www.ruskin.com.
 - 3. Titus: www.titus-hvac.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Multi-blade device with blades aligned in short dimension, steel construction; with individually adjustable blades, mounting straps.

2.02 BACKDRAFT DAMPERS - METAL

2.03 BACKDRAFT DAMPERS

- A. Manufacturers:
 - 1. Louvers & Dampers, Inc: www.louvers-dampers.com.
 - 2. Nailor Industries Inc: www.nailor.com.
 - 3. Ruskin Company: www.ruskin.com.
 - 4. Greenheck Fan Corporation: www.greenheck.com.
 - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Gravity Backdraft Dampers, Size 18 x 18 inches or Smaller, Furnished with Air Moving Equipment: Air moving equipment manufacturer's standard construction.

2.04 COMBINATION FIRE AND SMOKE DAMPERS

- A. Manufacturers:
 - 1. Louvers & Dampers, Inc: www.louvers-dampers.com.
 - 2. Nailor Industries Inc: www.nailor.com.
 - 3. Ruskin Company: www.ruskin.com.
 - 4. Greenheck Fan Corporation: www.greenheck.com.
 - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Fabricate in accordance with NFPA 90A, UL 555, UL 555S, and as indicated.
- C. Provide factory sleeve and collar for each damper.
- D. Multiple Blade Dampers: Fabricate with 16 gage galvanized steel frame and blades, oil-impregnated bronze or stainless steel sleeve bearings and plated steel axles, stainless steel jamb seals, 1/8 x 1/2 inch plated steel concealed linkage, stainless steel closure spring, blade stops, and lock, and 1/2 inch actuator shaft.

- E. Operators: UL listed and labelled spring return electric type suitable for 120 volts, single phase, 60 Hz. Provide end switches to indicate damper position. Locate damper operator on interior of duct and link to damper operating shaft.
- F. Normally Closed Smoke Responsive Fire Dampers: Curtain type, opening by gravity upon actuation of electro thermal link, flexible stainless steel blade edge seals to provide constant sealing pressure.
- G. Normally Open Smoke Responsive Fire Dampers: Curtain type, closing upon actuation of electro thermal link, flexible stainless steel blade edge seals to provide constant sealing pressure, stainless steel springs with locking devices to ensure positive closure for units mounted horizontally.
- H. Electro Thermal Link: Fusible link melting at 165 degrees F; 24 volts, UL listed and labeled.

2.05 DUCT ACCESS DOORS

- A. Manufacturers:
 - 1. Nailor Industries Inc: www.nailor.com.
 - 2. Ruskin Company: www.ruskin.com.
 - 3. SEMCO Incorporated: www.semcohv.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Fabricate in accordance with SMACNA (DCS) and as indicated.
- C. Fabrication: Rigid and close-fitting of galvanized steel with sealing gaskets and quick fastening locking devices. For insulated ducts, install minimum 1 inch thick insulation with sheet metal cover.
 - 1. Less Than 12 inches Square: Secure with sash locks.
 - 2. Up to 18 inches Square: Provide two hinges and two sash locks.
 - 3. Up to 24 x 48 inches: Three hinges and two compression latches with outside and inside handles.
 - 4. Larger Sizes: Provide an additional hinge.
- D. Access doors with sheet metal screw fasteners are not acceptable.

2.06 DUCT TEST HOLES

- A. Temporary Test Holes: Cut or drill in ducts as required. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.
- B. Permanent Test Holes: Factory fabricated, air tight flanged fittings with screw cap. Provide extended neck fittings to clear insulation.

2.07 FIRE DAMPERS

- A. Manufacturers:
 - 1. Louvers & Dampers, Inc: www.louvers-dampers.com.
 - 2. Nailor Industries Inc: www.nailor.com.
 - 3. Ruskin Company: www.ruskin.com.
 - 4. Greenheck Fan Corporation: www.greenheck.com.
 - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Fabricate in accordance with NFPA 90A and UL 555, and as indicated.
- C. Ceiling Dampers: Galvanized steel, 22 gage frame and 16 gage flap, two layers 0.125 inch ceramic fiber on top side and one layer on bottom side for round flaps, with locking clip.
- D. Horizontal Dampers: Galvanized steel, 22 gage frame, stainless steel closure spring, and lightweight, heat retardant non-asbestos fabric blanket.
- E. Curtain Type Dampers: Galvanized steel with interlocking blades. Provide stainless steel closure springs and latches for horizontal installations or closure under air flow conditions.

Configure with blades out of air stream except for 1.0 inch pressure class ducts up to 12 inches in height.

- F. Multiple Blade Dampers: 16 gage galvanized steel frame and blades, oil-impregnated bronze or stainless steel sleeve bearings and plated steel axles, 1/8 x 1/2 inch plated steel concealed linkage, stainless steel closure spring, blade stops, and lock.
- G. Fusible Links: UL 33, separate at 160 degrees F with adjustable link straps for combination fire/balancing dampers.

2.08 FLEXIBLE DUCT CONNECTIONS

- A. Fabricate in accordance with SMACNA (DCS) and as indicated.
- B. Flexible Duct Connections: Fabric crimped into metal edging strip.
 - 1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric to NFPA 90A, minimum density 30 oz per sq yd.
 - a. Net Fabric Width: Approximately 6 inches wide.
 - 2. Metal: 3 inches wide, 24 gage, 0.0239 inch thick galvanized steel.

2.09 SMOKE DAMPERS

- A. Manufacturers:
 - 1. Louvers & Dampers, Inc: www.louvers-dampers.com.
 - 2. Nailor Industries Inc: www.nailor.com.
 - 3. Ruskin Company: www.ruskin.com.
 - 4. Greenheck Fan Corporation: www.greenheck.com.
 - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Fabricate in accordance with NFPA 90A and UL 555S, and as indicated.
- C. Dampers: UL Class 1 airfoil blade multiple blade type smoke damper, normally open closed automatically operated by electric actuator.
- D. Electro Thermal Link: Fusible link melting at 165 degrees F; 120 volts, single phase, 60 Hz; UL listed and labeled.

2.10 VOLUME CONTROL DAMPERS

- A. Manufacturers:
 - 1. Louvers & Dampers, Inc: www.louvers-dampers.com.
 - 2. Nailor Industries Inc: www.nailor.com.
 - 3. Ruskin Company: www.ruskin.com.
 - 4. Greenheck Fan Corporation: www.greenheck.com.
 - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Fabricate in accordance with SMACNA (DCS) and as indicated.
- C. Splitter Dampers:
 - 1. Material: Same gage as duct to 24 inches size in either direction, and two gages heavier for sizes over 24 inches.
 - 2. Blade: Fabricate of double thickness sheet metal to streamline shape, secured with continuous hinge or rod.
 - 3. Operator: Minimum 1/4 inch diameter rod in self aligning, universal joint action, flanged bushing with set screw .
- D. Single Blade Dampers: Fabricate for duct sizes up to 6 x 30 inch.
- E. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 x 72 inch. Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.

- F. End Bearings: Except in round ducts 12 inches and smaller, provide end bearings. On multiple blade dampers, provide oil-impregnated nylon, thermoplastic elastomer, or sintered bronze bearings.
- G. Quadrants:
 - 1. Provide locking, indicating quadrant regulators on single and multi-blade dampers.
 - 2. On insulated ducts mount quadrant regulators on stand-off mounting brackets, bases, or adapters.

PART 3 EXECUTION

3.01 PREPARATION

- A. Verify that electric power is available and of the correct characteristics.

3.02 INSTALLATION

- A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA (DCS). Refer to Section 23 31 00 for duct construction and pressure class.
- B. Provide backdraft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated.
- C. Provide duct access doors for inspection and cleaning before and after filters, coils, fans, automatic dampers, at fire dampers, combination fire and smoke dampers, and elsewhere as indicated. Provide for cleaning kitchen exhaust ducts in accordance with NFPA 96. Provide minimum 8 x 8 inch size for hand access, 18 x 18 inch size for shoulder access, and as indicated. Provide 4 x 4 inch for balancing dampers only. Review locations prior to fabrication.
- D. Provide duct test holes where indicated and required for testing and balancing purposes.
- E. Provide fire dampers, combination fire and smoke dampers, and smoke dampers at locations indicated, where ducts and outlets pass through fire rated components, and where required by authorities having jurisdiction. Install with required perimeter mounting angles, sleeves, breakaway duct connections, corrosion resistant springs, bearings, bushings and hinges.
- F. Install smoke dampers and combination smoke and fire dampers in accordance with NFPA 92.
 - 1. Smoke dampers shall be integrated into the "smoke purge control system". Dampers in the return ductwork shall be overridden to the open position when the smoke purge is activated.
- G. Demonstrate re-setting of fire dampers to Owner's representative.
- H. At fans and motorized equipment associated with ducts, provide flexible duct connections immediately adjacent to the equipment.
- I. At equipment supported by vibration isolators, provide flexible duct connections immediately adjacent to the equipment; see Section 22 05 48.
- J. Provide balancing dampers at points on supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum 2 duct widths from duct take-off.
- K. Use splitter dampers only where indicated.
- L. Provide balancing dampers on duct take-off to diffusers, grilles, and registers, regardless of whether dampers are specified as part of the diffuser, grille, or register assembly.

END OF SECTION

Not for Bid

SECTION 23 34 23
HVAC POWER VENTILATORS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Kitchen Ventilation Systems / Roof exhausters.
- B. Cabinet fans.
- C. Kitchen hood upblast roof exhausters.

1.02 RELATED REQUIREMENTS

- A. Section 23 33 00 - Air Duct Accessories: Backdraft dampers.
- B. Section 26 27 17 - Equipment Wiring: Electrical characteristics and wiring connections.
- C.

1.03 REFERENCE STANDARDS

- A. AMCA 99 - Standards Handbook; Air Movement and Control Association International, Inc..
- B. AMCA 204 - Balance Quality and Vibration Levels for Fans.
- C. AMCA 210 - Laboratory Methods of Testing Fans for Aerodynamic Performance Rating; Air Movement and Control Association International, Inc. (ANSI/AMCA 210, same as ANSI/ASHRAE 51).
- D. AMCA (DIR) - [Directory of] Products Licensed Under AMCA International Certified Ratings Program; Air Movement and Control Association International, Inc..
- E. AMCA 300 - Reverberant Room Method for Sound Testing of Fans; Air Movement and Control Association International, Inc..
- F. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data; Air Movement and Control Association International, Inc..
- G. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- H. NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations; National Fire Protection Association.
- I. UL 762 - Outline of Investigation for Power Roof Ventilators for Restaurant Exhaust Appliances.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on fans and accessories including fan curves with specified operating point clearly plotted, power, RPM, sound power levels at rated capacity, and electrical characteristics and connection requirements.
- C. Manufacturer's Instructions: Indicate installation instructions.
- D. Maintenance Data: Include instructions for lubrication, motor and drive replacement, spare parts list, and wiring diagrams.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
 - 2. Extra Fan Belts: One set for each individual fan.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum 5 years of documented experience.
- B. Kitchen Range Hood Exhaust Fans: Comply with requirements of NFPA 96.

- C. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.06 FIELD CONDITIONS

- A. Permanent ventilators may be used for ventilation during construction only after ductwork is clean, filters are in place, bearings have been lubricated, and fan has been test run under observation.

1.07 EXTRA MATERIALS

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Supply two sets of belts for each fan.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Captive Aire: www.captiveaire.com
- B. Greenheck: www.greenheck.com.
- C. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 POWER VENTILATORS - GENERAL

- A. Static and Dynamically Balanced: AMCA 204 - Balance Quality and Vibration Levels for Fans.
- B. Performance Ratings: Determined in accordance with AMCA 210 and bearing the AMCA Certified Rating Seal.
- C. Sound Ratings: AMCA 301, tested to AMCA 300, and bearing AMCA Certified Sound Rating Seal.
- D. Fabrication: Conform to AMCA 99.
- E. Electrical Components: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.
- F. Kitchen Hood Exhaust Fans: Comply with requirements of NFPA 96 and UL 762.

2.03 ROOF VENTILATORS, KITCHEN VENTILATION SYSTEMS

- A. Product Requirements:
 - 1. Performance Ratings: Determined in accordance with AMCA 210 .
 - 2. Sound Ratings: AMCA 301, tested to AMCA 300.
 - 3. Fabrication: Conform to AMCA 99.
 - 4. UL Compliance: UL listed and labeled, designed, manufactured, and tested in accordance with UL 705.
- B. Performance and Model: As indicated on drawings.
- C. Disconnect Switch: Factory wired, non-fusible, in housing for thermal overload protected motor .
- D. Backdraft Damper: Gravity actuated, aluminum multiple blade construction, felt edged with offset hinge pin, nylon bearings, blades linked.
- E. Make-up Air unit: See Drawings

2.04 KITCHEN HOOD UPBLAST ROOF EXHAUSTERS

- A. See Drawings
- B. Disconnect Switches:
 - 1. Factory mounted and wired.
 - 2. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:

- a. Outdoor Locations: Type 3R.
- 3. Positive electrical shutoff.
- 4. Wired from fan motor to junction box installed within motor compartment.
- C. Drain Trough: Allows for single-point drainage of water, grease, and other residues.
- D. Options/Accessories:
 - 1. Hinge Kit:
 - a. Hinges and restraint cables mounted to base (sleeve).
 - b. Allows fan to tilt away for access to wheel and ductwork for inspection and cleaning.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Secure roof or wall exhausters with aluminum lag screws to roof curb or structure.
- C. Extend ducts to roof or wall exhausters into roof curb or structure. Counterflash duct to roof or wall opening.
- D. Provide sheaves required for final air balance.

3.02 SCHEDULES

- A. See Drawings

END OF SECTION

Not for Bid

Not for Bid

SECTION 23 38 13
COMMERCIAL-KITCHEN HOODS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Condensate (dishwashing) hoods.

1.02 RELATED REQUIREMENTS

- A. Section 23 31 00 - HVAC Ducts and Casings: Exhaust and make-up air ducts.

1.03 REFERENCE STANDARDS

- A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- B. NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.
- C. SMACNA (KVS) - Kitchen Ventilation Systems and Food Service Equipment Fabrication and Installation Guidelines.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions, adjusting and balancing methods.
- C. Shop Drawings: For each custom fabricated unit, provide drawings showing details of construction, dimensions, and interfaces with adjacent construction.
- D. Operation and Maintenance Data.
- E. Warranty: Submit manufacturer's warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - 1. At least five years experience in the design and manufacture of products of similar type to those specified.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.

PART 2 PRODUCTS

2.01 HOOD APPLICATIONS

- A. Dishwashing Machine Hoods : Custom-fabricated condensate hood to fit machine.
 - 1. Make-up and exhaust ducts extending 6 inches above ceiling for connection.
 - 2. Hood Configuration and Size: As indicated on the drawings.

2.02 HOOD CONSTRUCTION

- A. Provide products that comply with NFPA 96, the requirements and recommendations of SMACNA (KVS), and the requirements of the authorities having jurisdiction.
- B. Construction: Materials, inside and out, are stainless steel complying with ASTM A666, Type 304, stretcher leveled; unless otherwise indicated.
 - 1. Sheet Thickness: 18 gage, 0.048 inch, minimum.

2. Fabrication: Fabricate each individual hood in one piece, with all welds ground and finished to match (inside and out); fabricate flat surfaces exposed to view as double-pan formed panels with internal stiffener members.
3. Finish on Surfaces Exposed to View: No.4 (brushed directional); provide stainless steel faces on all sides exposed to view.
4. Finish on Concealed Surfaces: No.4 or No.2B (dull, matte).
5. Duct Collars: For exhaust and make-up air openings, provide duct collar welded to hood unit; minimum of 8 inches extension from top or back face of unit, with minimum one inch 90 degree flange, unless otherwise indicated.
6. Access Panels: Provide removable or hinged access panels sufficient for maintenance and replacement of operating components inside unit; maximum width of 40 inches.
7. Supports: Stainless steel mounting brackets, struts, and threaded hanger rods.
 - a. Hanger Rods: 3/8 inch diameter, minimum.
 - b. Hanger Spacing: 48 inches on center, maximum.
 - c. Attachment to Structure: Mechanical fittings or inserts, stainless steel.

2.03 HOOD ACCESSORIES

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions and NFPA 96.
- B. Install hoods level and plumb, securely fastened, with seismic restraints as specified, and free of vibration during normal operation.
- C. Weld hood duct collars to ductwork, liquid-tight.
- D. Connect to utilities.

3.03 SYSTEM STARTUP

- A. Obtain the services of the manufacturer's representative experienced in the installation, adjustment, and operation of the equipment to supervise the starting and adjusting of equipment.
- B. Prepare equipment for startup, start and operate equipment for sufficient period to verify proper operation; correct equipment not operating correctly.
- C. Adjust volume dampers as required for proper air flow after building air handling systems have been balanced and adjusted.
- D. Demonstrate operation to Owner's designated personnel.
- E. Report deficiencies in writing to Architect.

3.04 CLOSEOUT ACTIVITIES

- A. Conduct training of Owner's designated personnel in the operation and maintenance of equipment.
- B. Perform at least 2 hours of training, for minimum of 2 people, at project site.
- C. Arrange training sessions with Owner at least 2 weeks in advance.
- D. Have operation and maintenance data on hand for training sessions.

3.05 CLEANING

- A. Clean surfaces of equipment.

3.06 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

Not for Bid

Not for Bid

SECTION 23 74 33

PACKAGED OUTDOOR HEATING AND COOLING MAKE-UP AIR UNITS

NOTE: THIS EQUIPMENT IS OWNER PROVIDED. THE SPECIFICATION IS PROVIDED FOR REFERENCE ONLY FOR UNIT SPECIFICATIONS AS WELL AS DIRECTION TO THE CONTRACTOR ON EXECUTION/INSTALLATION REQUIREMENTS, ETC.

PART 1 GENERAL

2.01 SECTION INCLUDES

- A. Indirect fired make-up air heater.
- B. Cooling coil section and compressor-condenser unit.
- C. Controls.

2.02 RELATED REQUIREMENTS

- A. Section 22 10 05 - Plumbing Piping: Natural gas connections.
- B. Section 26 27 17 - Equipment Wiring: Electrical characteristics and wiring connections.

2.03 REFERENCE STANDARDS

- A. AHRI 210/240 - Standard for Performance Rating of Unitary Air Conditioning and Air-Source Heat Pump Equipment; Air-Conditioning, Heating, and Refrigeration Institute.
- B. ASHRAE Std 23.1 - Methods of Testing for Rating Positive Displacement Refrigerant Compressors and Condensing Units; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc..
- C. ASHRAE Std 90.1 - Energy Standard for Buildings Except Low-Rise Residential Buildings; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ANSI/ASHRAE/IES Std 90.1).
- D. UL 207 - Refrigerant-Containing Components and Accessories, Nonelectrical; Underwriters Laboratories Inc..

2.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data with dimensions, duct and service connections, accessories, controls, electrical nameplate data, and wiring diagrams.
- C. Shop Drawings: Indicate dimensions, duct and service connections, accessories, controls, electrical nameplate data, and wiring diagrams.
- D. Manufacturer's Instructions: Indicate rigging, assembly, and installation instructions.
- E. Project Record Documents: Record actual locations of components.
- F. Operation And Maintenance Data: Include manufacturer's descriptive literature, operating instructions, installation instructions, maintenance and repair data, and parts listing.
- G. Warranty: Submit manufacturers warranty and ensure forms have been filled out in Owner s name and registered with manufacturer.
- H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
 - 2. Extra Filters: One set of each type and size.

2.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum 5 years of documented experience.

- B. Installer Qualifications: Company specializing in performing the type of work specified in this section with minimum 5 years of experience and approved by manufacturer.

2.06 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide five year manufacturers warranty for compressor/condenser unit.
- C. Provide one year warranty on entire unit to include parts and labor.
- D. Provide five year manufacturers warranty for gas heat exchanger.
- E. Provide two year manufacturers warranty for all other parts other than the gas heat exchanger and the coil heat exchanger.

PART 2 PRODUCTS

3.01 MANUFACTURERS

- A. Modine Atherion Model MPR www.modine.com
- B. Substitutions: See Section 01 60 00 - Product Requirements.

3.02 MANUFACTURED UNITS

- A. Unit: Outdoor unit with refrigeration package.
 - 1. Construction and Ratings: In accordance with AHRI 210/240 and UL 207. Testing: ASHRAE Std 23.1.
 - 2. Performance Ratings: Energy Efficiency Rating (EER)/Coefficient of Performance (COP) not less than requirements of ASHRAE Std 90.1.
 - 3. Heating Capacity: (See Drawings)
 - 4. Cooling Capacity: (See Drawings)

3.03 FABRICATION

- A. The casing shall be designed for outdoor application with a fully weatherproof cabinet
 - 1. Rigging Provisions: Unit shall include double nut lifting eye bolts on the top of the unit. The double nut will allow for free rotation and secure lockdown of the eye bolts to accommodate varying spreader bar lifting orientations.
 - 2. Roof Construction: Roof shall have a standing roof seam for maximum roof rigidity and prevention of standing water and perimeter drip edges to prevent water from dripping into the access doors.
 - 3. Exterior Cabinet Construction: Exterior casing parts shall be 18 gauge pre-painted G90 galvanized steel with finish capable of withstanding a minimum 2500 hour salt spray and fog atmosphere exposure in accordance with ASTM B117 test procedure.
 - 4. Exterior Cabinet Finish: Paint color shall be Gray Green.
 - 5. Internal Cabinet Construction: Unit shall be internally insulated on all surfaces with exterior exposure, including walls, floor, and ceiling. Insulation shall be completely encased withing standard 20 gauge galvanized steel liners. These liners shall provide double wall construction that complies with ASHRAE 62.1 to prevent mold growth, allow easy cleaning, and protection of the insulation from the airstream and from entering the airstream.
 - 6. Insulation: Insulation shall be 2" faced fiberglass, 1-1/2 lb. density.
 - 7. Unit shall be designed to reduce air leakage and infiltration through the cabinet. Continuous sealing shall be included between panels and between access doors and openings to reduce air leakage. Refrigerant piping and electrical conduit through cabinet panels shall include sealing to reduce air leakage.
- B. Service and Maintenance Access: Access to items needing periodic inspection or maintenance shall be through hinged access doors.

1. Access Door Construction: Access doors shall have full length hinges, painted to match the unit color and the hinge pin is to be stainless steel to prevent corrosion and rust staining. Doors are to have full perimeter gasketing.
 2. Access Door Hardware: Hinged doors shall have recessed door handles. Doors shall be secured closed with quarter turn latches. Doors shall be secured open with mechanical door stays to prevent movement of the door from wind.
- C. Inlet Rainhood: Unit shall include a field assembled and installed inlet rainhood and a factory mounted inlet birdscreen.

3.04 AIR CONTROL CONFIGURATION

- A. Unit airflow control configuration shall be fresh air dampers with no return air opening for 100% outside air applications.
1. Dampers: Dampers shall be constructed of extruded aluminum, hollow core, airfoil blades with rubber edge seals and aluminum end seals. Damper blades shall be designed to have no more than 4 CFM of leakage per sq. ft. of damper area when subjected to 1" w.g. air pressure differential across the damper.
 2. Actuator: Fresh air direct drive damper actuator shall be spring return to close when not powered.

3.05 FILTERS

- A. Filter: Removable 2 inches thick high velocity permanent filters in metal frames located upstream of the refrigeration system evaporator coil to filter fresh air.
1. Filter Rating: Filters shall be pleated disposable filters with a minimum Efficiency Reporting Value of MERV 13 per ASHRAE Standard 52.2.
- B. Dirty Filter Pressure Switch: The unit shall include a differential pressure switch wired to the main unit microprocessor controller to warn when the filters may be dirty based on a preset maximum pressure drop.

3.06 HEATING SYSTEM

- A. The unit shall have an indirect fired gas heating section.
1. The gas heat section shall consist of a single furnace.
 2. The gas heating section shall be configured for use with Natural Gas. The inlet gas pressure shall be between 8" and 14" W.C.
 3. The thermal efficiency of the section shall be a minimum 94% for all air flow ranges through the use of a secondary recuperative heat exchanger.
 4. Primary Heat Exchanger: Heat exchanger shall be tubular type with 18 gauge, 409 stainless steel tubes and header.
 5. Secondary Heat Exchanger: Heat exchanger shall be constructed of AL29-4C stainless steel to withstand the corrosive environment of condensing gas fired equipment.
 6. An automatic reset high limit switch shall be mounted on the power exhaust housing to shut off the gas supply in the event of overheating flue gas temperatures.
 7. A condensate drain line overflow switch that senses if the condensate line is clogged and shuts the furnace down shall be provided. The switch shall be factory mounted inside the furnace control cabinet and wired to the unit controls.
 8. The heat exchanger shall be certified to withstand 5.0" W.C. external static pressure without burner flame disturbance.
 9. The burners shall be in-shot type, directly firing each heat exchanger tube individually and designed for good lighting characteristics without noise of extinction.
 10. The unit shall be power exhausted and tested to insure proper ignition when the unit is subjected to 40 mile per hour wind velocities. The unit shall also include factory mounted differential pressure switch designed to prevent main burner ignition until positive venting has been proven.

11. The solid state ignition system shall directly light the gas by means of a direct spark igniter each time on a call for heat. The ignition control shall be 100% shut-off with muloti-retry.
12. The heating section shall be provided with electronic modulating gas control valves, main combination gas valves/regulators, ignition controllers, and automatic reset high limit switches. An airflow proving switch shall be included to ensure proper airflow before the heating circuit is energized.
13. The gas controls shall be capable of modulating the sytem gas flow between 20% through 100% full fire.
14. Gas supply piping shall be able to be brought in through the unit base for through-the-curb piping, or in the outside of the cabinte wall for accross-the-roof piping.

3.07 SUPPLY AIR BLOWER AND MOTOR

- A. Supply Air Blower: The fan shall be a housed Backward Inclined Airfoil Plenum Fan to cover specified airflow and total static pressure drop.
 1. Maintenance: The blower is to be self-contained on a moveable/pivoting deck for service or removal from the cabinet.
 2. Blower Drive: The blower is to be belt driven by an adjustable V-belt drive with a minimum rating of 140% of the motor nameplate brake horsepower when the adjustable pulley is at the minimum RPM. The V-belt drive is to include an auto belt tensioner.
 3. Blower Bearings: Blower shall feature permanently lubricated bearings.
- B. Blower Motor: Moror shall be premium efficient
 1. Inverter Duty: Motor shall be inverter duty rated.
 2. Blower Motor Bearings: Bearing shall be ball bearings rated for 200,000 hours. Motors not marked as having permantently lubricated bearings will include greae fittings for periodic lubrication.
- C. Blowers, drives, and motors shall be dynamically balance.

3.08 CONTROLS

- A. Control Panel: All components located in the panel shall be clearly marked for easy identification. All terminal blocks and wires shall be individually numbered. All electrical wires in the control panel shall be run in an enclosed raceway.
- B. Microprocessor Controller: All units shall include a Carel programmable microprocessor controller mounted in a controls compartment outside the airstream. The controller will be programmed with the Modine Controls System® to operate the unit in an energy efficient manner using pre-engineered control strategies. The controller will monitor output from sensors within each unit subsystem and automatically adjust unit operating parameters to maintain programmed setpoints and strategies.
 1. The controller shall contain LED's and/or LCD interface to indicate the power status, communications status, and fault conditions that arise during operation. Fault conditions indicated include but are not limited to supply air sensor failure, outdoor air sensor failure, space sensor failure, mechanical cooling failure, mechanical heating failure, low supply temperature alarm, high supply temperature alarm, and control temperature cooling or heating failure. The controller shall also monitor outside temperature for heating and cooling circuit lockout during mild conditions. If temperatures fall below the low supply temp alarm point, the unit shall be shut down.
 2. The Carel controller shall be capable of independent stand-alone operation with field configuration, setpoint adjustment, and scheduling accomplished at the unit with an integral user interface on the controller that includes a backlit LCD display, keypad, and status LEDs to allow the programming of the control parameters (set point, differential band, alarm thresholds) and basic functions by the user (ON/OFF and display of the controlled values).

3. The unit shall be provided with a Carel space mounted digital module, model pAD, which includes a temperature and humidity sensor and backlit LCD display to review unit setpoints and unit output and operating conditions. The pAD module does not allow remote programming of the control parameters, but does allow temporary override of the unit. The device shall be field wired to the main unit controller via the Carel pLAN network using shielded cable by others.
 4. Remote Control User Interface: The unit shall be provided with a Carel model pDG1 hand-held user interface for the factory Microprocessor Controller. The device features a backlit LCD display and keyboard that displays status of controllers inputs and outputs, allows for unoccupied/occupied set-point changes, displays service settings, allows adjustment of control parameters, and is used for troubleshooting the unit. The device shall be field wired to the unit microprocessor controller via the Carel pLAN network using shielded cable by others.
 5. The controller shall have a full calendar schedule for occupied, unoccupied, and holiday scheduling.
 6. The controller shall retain all programmed values in non-volatile memory in the event of a power failure.
- C. Damper Controls: The damper controls subsystem shall be controlled by the microprocessor controller as follows:
1. The damper control shall be 2-position where the damper positions are either 100% closed or 100% open to the outside air.
- D. Supply Blower Controls: The supply blower controls subsystem shall be controlled by the microprocessor controller as follows:
1. The supply blower control shall be modulating variable frequency drive control to maintain a customer specified building pressure setpoint relative to the outside atmosphere. Lowest speed setting must be within the limits of the unit. The building pressure sensor has three selectable ranges: 0-0.1", 0-0.25", and 0-0.5" w.c.
- E. Refrigeration Controls: The refrigeration controls subsystem shall be controlled by the microprocessor controller as follows:
1. Dehumidification Control based on Room Humidity and Outside Dewpoint Temperature - The Carel controller shall monitor both a room mounted temperature/humidity sensor and an outside air enthalpy sensor and enter dehumidification mode if the space humidity and-or outside air dew point exceeds the desired setpoints. In dehumidification mode, the Carel controller shall monitor an evaporator coil suction line pressure sensor and calculate corresponding coil temperature. The controller shall then modulate the digital scroll compressor to maintain the desired coil temperature, based on suction line pressure, necessary to increase latent heat (moisture) removal. The hot gas reheat option is highly recommended to avoid overcooling the space.
 2. When equipped with the hot gas reheat option, the Carel controller shall monitor a factory supplied, field installed supply air temperature sensor and control the modulating hot gas reheat valve to vary the flow of hot condenser gas through the reheat coil to maintain the desired supply air temperature setpoint and prevent temperature swings and overcooling of the space during dehumidification.
 3. The Carel controller shall monitor the outside air enthalpy sensor and lockout each compressor at a preset adjustable enthalpy setpoint.

3.09 REFRIGERATION SYSTEM

- A. Compressor: Single Modulating Digital Scroll + Single Stage in Tandem Arrangement.
1. Modulation: Compressor shall be capable of system capacity modulation from 10%-100%.
 2. Refrigerant: Unit shall be factory charged with R-410A refrigerant.
 3. Service Access: Compressor shall be mounted in an isolated compartment to permit operation of the unit without affecting air flow when the compartment door is open.

4. Vibration Isolation: Compressor shall be mounted on the compressor manufacturer's recommended rubber vibration isolators to reduce transmission of vibration to the building structure.
 5. Internal Overload Protection: Compressor shall include internal thermal overload protection to protect against excessive motor temperatures.
 6. Crankcase Heater: Compressor shall include a crankcase heater to protect against liquid flood-back and the elimination of oil foaming on startup.
- B. Refrigerant Circuit Safety Controls: The standard refrigerant circuit safety controls include:
1. A 5-minute anti-short cycle delay timer.
 2. Modulating condenser fan speed control to allow operation down to 35°F.
 3. Adjustable temperature compressor lockout (default for 45°F).
 4. An airflow proving switch is monitored to ensure proper airflow before the refrigeration circuit is energized.
 5. A liquid line sight glass.
 6. Automatic reset low pressure and manual reset high pressure refrigerant controls.
 7. Schrader type service fittings on both the high pressure and low pressure sides.
 8. Refrigerant liquid line filter/drier.
- C. Evaporator Coil: Evaporator coil shall be high capacity 4 row design with copper tubes and aluminum fins mechanically bonded to the tubes at a spacing of 14 fins per inch. The coil shall feature vertical tube headers and galvanized steel end casings with stainless steel lower bracket.
1. Expansion Valve: The evaporator coil shall be equipped with an electronic expansion valve with evaporator coil pressure transducer for precise refrigerant control over widely varying outside air conditions. Thermal expansion valves are not permitted.
 2. Evaporator Coil Drain Pan: The coil shall include a double sloped, 316 stainless steel drain pan for positive drainage of condensate. The drain pan shall include a condensate drain pan float switch to disable the compressors if the pan is not draining properly.
- D. Hot Gas Reheat Coil: The unit shall include a hot gas reheat coil to allow the unit to have a dehumidification mode of operation.
1. Hot Gas Reheat Control: The unit shall include hot gas reheat modulating valves, electronic controller, and supply air temperature sensor for enhanced dehumidification control.
 2. Hot Gas Reheat Coil Spacing: The hot gas reheat coil shall be located no less than 6" downstream of the evaporator coil to prevent condensate reevaporation.
- E. Condenser Coil: The air-cooled condenser shall be a Modine Parallel Flow PF™ micro-channel aluminum fin/tube condenser coil.
1. Condenser Coil Orientation: The condenser coil shall be sloped approximately 30° to protect the coil from hail damage.
 2. Condenser Fans: The condenser section shall have vertical discharge axial flow direct drive fans with variable frequency drive for condenser head pressure control.

3.10 ELECTRICAL

- A. Control Panel: The unit shall have an electrical control center where all high and low voltage connections are made.
1. Power Connections: Control center shall be constructed to permit singlepoint high voltage power supply connections.
 2. Wire Management: All wiring is to be run in conduit that is located between the unit ceiling liner and roof casing with drops from the ceiling to keep wires clear of other internal components, prevent accidental damage to wiring during service, and improve cleanliness of unit interior.

3. Wiring Diagram: The unit shall have a job specific wiring diagram affixed to the interior of the control compartment access door.
 4. Factory Installed Deadfront Disconnect Switch: Unit shall be provided with a factory installed and wired, dead-front, non-fused disconnect switch.
- B. Access Door Interlock Switch: The unit shall include a blower door switch that disables the unit supply blower operation if the blower access door is opened.
- C. Phase Failure Relay: The unit shall be provided with an internally mounted phase measurement relay to monitor the 3-phase power supply for phase sequence, phase failure, asymmetry, under voltage and overvoltage.
- D. Convenience Outlet: Unit shall be provided with a factory installed 115 volt, 15 amp ground fault service receptacle mounted on the exterior of the unit casing. The outlet requires a separate power supply.

3.11 ROOF CURB

- A. Roof Curb: The unit shall be supplied with a knocked down, field assembled and installed roof curb.
1. Construction: The curb shall be constructed of 12 gauge galvanized steel and include wood nailing strips and assembly hardware.
 2. Insulation: The roof curb shall be fully insulated with 1 inch, 1-1/2 lb density acoustical and thermal insulation. The insulation shall be made of glass fibers bonded with a thermosetting resin and overlaid with a fire resistant black acrylic coating for additional strength. The acrylic coating must meet the requirements of ASTM C 665 for fungi resistance.
 3. Gasketing: Curb gasketing shall be furnished with the curb and is to be affixed to the curb immediately before mounting of the rooftop unit to provide an air seal.

PART 3 EXECUTION

4.01 EXAMINATION

- A. Prior to start of installation, examine area and conditions to verify correct location for compliance with installation tolerances and other conditions affecting unit performance. See unit Installation & Service Manual.
- B. Examine rough-in of plumbing, electrical, and HVAC services to verify actual location and compliance with unit requirements. See unit Installation & Service Manual.
- C. Proceed with installation only after all unsatisfactory conditions have been corrected.

4.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions. Installation shall be accomplished in accordance with written specifications, project drawings, manufacturer's installation instructions as documented in manufacturer's Installation & Service Manual, Best Practices and all applicable building codes.

4.03 CONNECTIONS

- A. In all cases, industry Best Practices shall be incorporated. Connections are to be made subject to installation requirements above.
- B. Piping installation requirements are specified in Division 22. Drawings indicate general arrangement of piping, fittings, and specialties.
- C. Duct Installation and connection requirements are specified in Division 23.
- D. Electrical installation requirements are specified in Division 26.

4.04 SYSTEM STARTUP

- A. Start-up units in accordance with manufacturer's start-up instructions. Test controls and demonstrate compliance with requirements. Replace damaged or malfunctioning controls and equipment.

4.05 MAINTENANCE

- A. See Section 01 70 00 - Execution and Closeout Requirements, for additional requirements relating to maintenance service.
- B. Provide service and maintenance of units for one year from Date of Substantial Completion.

4.06 SCHEDULES (SEE DRAWINGS)

END OF SECTION

Not for Bid

SECTION 23 81 29

VARIABLE REFRIGERANT VOLUME (VRV, VRF) HVAC SYSTEM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Variable refrigerant volume HVAC system includes:
 - 1. Outdoor/Condensing unit(s).
 - 2. Indoor/Evaporator units.
 - 3. Branch selector units.
 - 4. Refrigerant piping.
 - 5. Control panels.
 - 6. Control wiring.

1.02 RELATED REQUIREMENTS

- A. Section 22 10 05 - Plumbing Piping: Condensate drain piping.
- B. Section 22 30 00 - Plumbing Equipment: Cooling condensate removal pumps.
- C. Section 26 27 17 - Equipment Wiring: Power connections to equipment.
 - 1. Provide separate power connections for each unit of equipment.

1.03 REFERENCE STANDARDS

- A. AHRI 210/240 - Standard for Performance Rating of Unitary Air-Conditioning and Air-Source Heat Pump Equipment; Air-Conditioning, Heating, and Refrigeration Institute.
- B. ASHRAE Std 90.1 - Energy Standard for Buildings Except Low-Rise Residential Buildings; American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc (ANSI/ASHRAE/IES Std 90.1).
- C. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Pre-Bid Submittals: For proposed substitute systems/products, as defined in PART 2, and alternate systems/products, as defined above, proposer shall submit all data described in this article, under the terms given for substitutions stated in PART 2.
- C. Design Data:
 - 1. Provide design calculations showing that system will achieve performance specified.
 - 2. Provide design data required by ASHRAE 90.1.
- D. Product Data: Submit manufacturer's standard data sheets showing the following for each item of equipment, marked to correlate to equipment item markings shown in the contract documents:
 - 1. Control Panels: Complete description of options, control points, zones/groups.
- E. Specimen Warranty: Copy of manufacturer's warranties.
- F. Shop Drawings: Installation drawings custom-made for this project; include as-designed HVAC layouts, locations of equipment items, refrigerant piping sizes and locations, condensate piping sizes and locations, remote sensing devices, control components, electrical connections, control wiring connections. Include:
 - 1. Detailed piping diagrams, with branch balancing devices.
 - 2. Condensate piping routing, size, and pump connections.
 - 3. Detailed power wiring diagrams.
 - 4. Detailed control wiring diagrams.
 - 5. Locations of required access through fixed construction.
 - 6. Drawings required by manufacturer.

- G. Operating and Maintenance Data:
 - 1. Manufacturer's complete standard instructions for each unit of equipment and control panel.
 - 2. Custom-prepared system operation, troubleshooting, and maintenance instructions and recommendations.
 - 3. Identification of replaceable parts and local source of supply.
- H. Project Record Documents: Record the following on as-built drawings:
 - 1. As-installed routing of refrigerant piping and condensate piping.
 - 2. Locations of access panels.
 - 3. Locations of control panels.
- I. Warranty: Executed warranty, made out in Owner's name.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - 1. Company that has been manufacturing variable refrigerant volume heat pump equipment for at least 5 years.
 - 2. Company that provides system design software to installers.
- B. Installer Qualifications: Trained and approved by manufacturer of equipment.
- C. The system must be installed by a Daikin factory trained contractor/dealer. The bidders shall be required to submit training certification proof with bid documents. The mechanical contractor's installation price shall be based on the systems installation requirements. The mechanical contractor bids with complete knowledge of the HVAC system requirements. Untrained contractors who wish to bid this project may contact 866-4-DAIKIN to arrange training prior to bid day.
- D. The units shall be tested by a Nationally Recognized Testing Laboratory (NRTL), in accordance with ANSI/UL 1995 - Heating and Cooling Equipment and bear the Listed Mark.
- E. All wiring shall be in accordance with the National Electric Code (NEC).
- F. Each combination shall be rated in accordance with Air Conditioning, Heating and Refrigeration Institute's (AHRI) Standard 210/240 and bear the AHRI label.
- G. The system will be produced in an ISO 9001 and ISO 14001 facility, which are standards set by the International Standard Organization (ISO). The system shall be factory tested for safety and function.
- H. Mechanical equipment for wind-born debris regions shall be designed in accordance with ASCE 7-2005 and installed to resist the wind pressures on the equipment and the supports.
- I. The outdoor unit will be factory charged with R-410A.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and handle equipment and refrigerant piping according to manufacturer's recommendations.

1.07 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Compressors: Provide manufacturer's warranty for seven (7) years from date of installation. During the stated period, should any part fail due to defects in material and workmanship, it shall be repaired or replaced by the manufacturer. All warranty service work shall be preformed by a manufacturer factory trained service professional.
- C. Entire Unit/system(s): Provide warranty for entire VRV system and associated units. Warranty shall cover all parts and labor.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design: The system design shown in the contract documents is based on equipment and system designed by Daikin: www.daikin.com.
- B. Systems designed and manufactured by other manufacturers will be considered by Owner under the terms described for substitutions with the following exceptions:
 - 1. Substitutions: See Section 01 60 00 - Product Requirements.
 - 2. Substitution requests will be considered only if required submittal data is complete; see article SUBMITTALS above.
 - 3. Contractor (not equipment supplier) shall certify that the use of the substitute system and equipment will not require changes to other work or re-design by Architect.
 - 4. Contractor or HVAC subcontractor shall certify that the substitute system will achieve the performance specified.
 - 5. Do not assume substitution has been accepted until formal written notice has been issued by Architect.

2.02 SYSTEM DESCRIPTION

- A. The variable capacity, heat pump air conditioning system shall be a Daikin Variable Refrigerant Volume Series (heat/cool model) split system. The system shall consist of multiple evaporators using PID control, and Daikin VRVâIII-S model RXYMQ36PVJU outdoor units. The RXYMQ outdoor units shall be a nominal 3 ton, direct expansion (DX), air-cooled heat pump air-conditioning system, inverter driven variable speed compressor, multi-zone split system, using R-410A refrigerant. The outdoor unit may connect an indoor evaporator capacity up to 130% to that of the outdoor condensing unit capacity. All indoor units are each capable of operating separately with individual temperature control.
- B. The Daikin outdoor unit shall be interconnected to indoor unit models FXFQ, FXHQ, FXSQ, FXMQ, FXLQ, FXNQ, FXTQ, FXDQ, FXZQ, FXAQ and FXMQ_MF and shall range in capacity from 7,500 Btu/h to 48,000 Btu/h in accordance with Daikin's engineering data book detailing each available indoor unit. The indoor units shall be connected to the condensing unit utilizing Daikin's REFNET™ specified piping joints and headers to ensure correct refrigerant flow and balancing. T style joints are not acceptable.
- C. Operation of the system shall permit either cooling or heating of all of the indoor units. Each indoor unit or group of indoor units shall be able to provide set temperature independently via a local remote controller, an Intelligent Touch Controller, an Intelligent Manager or a BMS interface.
- D. The RXYMQ outdoor unit model numbers and the associated number of connectable indoor units per RXYMQ outdoor unit is indicated on the drawings. Each indoor unit or group of indoor units shall be independently controlled.

2.03 SYSTEM FEATURES

- A. Voltage Platform - Heat pump condensing units shall be available in 208-230V/1/60 configurations.
- B. Advanced Zoning - A single system shall provide for up to 8 zones.
- C. Independent Control - Each indoor unit shall use a dedicated electronic expansion valve for independent control.
- D. VFD Inverter Control - Each condensing unit shall use a high efficiency, variable speed "inverter" compressor coupled with inverter fan motors for superior part load performance.
 - 1. Compressor capacity shall be modulated automatically to maintain a constant suction pressure, while varying the refrigerant volume for the needs of the cooling or heating loads.

2. Indoor units shall use PID control to control superheat to deliver a comfortable room temperature condition.
- E. Flexible Design -
 1. Systems shall be capable of up to 492ft (575ft equivalent) of linear piping between the condensing unit and furthest located indoor unit unit.
 2. Systems shall be capable of up to 1,000ft total "one-way" piping in the piping network.
 3. Systems shall have a vertical (height) separation of up to 164ft between the condensing unit and the indoor unit units.
 4. The outdoor unit shall connect an indoor evaporator capacity up to 130% of the outdoor condensing unit capacity.
- F. Simple Wiring - Systems shall use 2 wire, multi-stranded, non-shielded and non-polarized daisy chain control wiring.
- G. Outside Air - Systems shall provide outside air integration capability.
- H. Space Saving - Each system shall have a condensing unit module footprint of 52-15/16" x 35-7/16" x 12-5/8".
- I. Advanced Diagnostics - Systems shall include a self diagnostic, auto-check function to detect a malfunction and display the type and location.
- J. Advanced Controls - Each system shall have at least one remote controller capable of controlling up to 16 indoor unit units.
 1. Each system shall be capable of integrating with open protocol BACnet and LonWorks building management systems.
- K. Low Sound Levels - Each system shall use indoor and outdoor units with quiet operation as low as 28 dB(A).
- L.

2.04 EQUIPMENT

2.05 OUTDOOR/CONDENSING UNITS

- A. General: The outdoor unit is designed specifically for use with VRV series components.
 1. The outdoor unit shall be factory assembled and pre-wired with all necessary electronic and refrigerant controls. The refrigeration circuit of the condensing unit shall consist of a Daikin scroll compressor, motors, fans, condenser coil, electronic expansion valves, solenoid valves, 4-way valve, distribution headers, capillaries, filters, shut off valves, oil separator, service ports and suction line accumulator.
 - a. Liquid and suction lines must be individually insulated between the outdoor and indoor units.
 2. The outdoor unit can be wired and piped with outdoor unit access from the left, right, rear or bottom.
 3. The connection ratio of indoor units to outdoor unit shall be permitted up to 130%.
 4. The outdoor system shall be able to support the connection of up to 8 indoor unit's dependant on the model of the outdoor unit.
 5. The sound pressure level standard shall be that value as listed in the Daikin engineering manual for the specified models at 3 feet from the front of the unit. The outdoor unit shall be capable of operating automatically at further reduced noise during night time.
 6. The system will automatically restart operation after a power failure and will not cause any settings to be lost, thus eliminating the need for reprogramming.
 7. The outdoor unit shall be modular in design and should allow for side-by-side installation with minimum spacing.
 8. The following safety devices shall be included on the condensing unit; high pressure switch, low pressure sensor, control circuit fuses, crankcase heaters, fusible plug, overload

- relay, inverter overload protector, thermal protectors for compressor and fan motors, over current protection for the inverter and anti-recycling timers.
9. To ensure the liquid refrigerant does not flash when supplying to the various indoor unit units, the circuit shall be provided with a sub-cooling feature.
 10. Oil recovery cycle shall be automatic occurring 2 hours after start of operation and then every 8 hours of operation.
 11. The outdoor unit shall be capable of heating operation at 0°F dry bulb ambient temperature without additional low ambient controls.
- B. Unit Cabinet:
1. The outdoor unit shall be completely weatherproof and corrosion resistant. The unit shall be constructed from rust-proofed mild steel panels coated with a baked enamel finish.
- C. Fan:
1. The condensing unit shall consist of two propeller type, direct-drive 70 W fan motors that have multiple speed operation via a DC (digitally commutating) inverter.
 2. The fan shall be a horizontal discharge configuration with a nominal airflow maximum range of 3,740 CFM.
 3. Nominal sound pressure levels shall be as shown below.
 4. The fan motor shall have inherent protection and permanently lubricated bearings and be mounted.
 5. The fan motor shall be provided with a fan guard to prevent contact with moving parts.
 6. The outdoor unit shall be capable of operating at further reduced sound levels during night time.
- D. Compressor:
1. The inverter scroll compressor shall be variable speed (PAM inverter) controlled which is capable of changing the speed to follow the variations in total cooling and heating load as determined by the suction gas pressure as measured in the condensing unit. In addition, samplings of evaporator and condenser temperatures shall be made so that the high/low pressures detected are read every 20 seconds and calculated. With each reading, the compressor capacity shall be controlled to eliminate deviation from target value.
 2. The inverter driven compressor in each condensing unit shall be of highly efficient reluctance DC (digitally commutating), hermetically sealed scroll "G-type" with a maximum speed of 6,480 rpm.
 3. Neodymium magnets shall be adopted in the rotor construction to yield a higher torque and efficiency in the compressor instead of the normal ferrite magnet type. At complete stop of the compressor, the neodymium magnets will position the rotor into the optimum position for a low torque start.
 4. The capacity control range shall be 24% to 100%.
 5. The compressor shall be equipped with a crankcase heater, high pressure safety switch, and internal thermal overload protector.
 6. Oil separators shall be standard with the equipment together with an intelligent oil management system.
 7. The compressor shall be spring mounted to avoid the transmission of vibration.
- E. Electrical:
1. The power supply to the outdoor unit shall be 208/230 volts, 1 phase, 60 hertz +/- 10%.
 2. The control voltage between the indoor and outdoor unit shall be 18VDC non-shielded, stranded 2 conductor cable.
 3. The control wiring shall be a two-wire multiplex transmission system, making it possible to connect multiple indoor units to one outdoor unit with one 2-cable wire, thus simplifying the wiring operation.
 4. Utilize 18 AWG, 2 wire, non-polarity, non-shielded, stranded cable for the control wiring. Control wires shall not exceed manufacturer limits.

2.06 BRANCH SELECTOR UNITS

- A. Branch Selector Units: Concealed boxes designed specifically for this type of system to control heating/cooling mode selection of downstream units; consisting of electronic expansion valves, subcooling heat exchanger, refrigerant control piping and electronics to facilitate communications between unit and main processor and between branch unit and indoor/evaporator units.
1. Control direction of refrigerant flow using electronic expansion valves; use of solenoid valves for changeover and pressure equalization is not permitted due to refrigerant noise; use of multi-port branch selector boxes is not permitted unless spare ports are provided for redundancy.
 2. Provide one electronic expansion valve for each downstream unit served, except multiple indoor/evaporator units may be connected, provided balancing joints are used in downstream piping and total capacity is within capacity range of the branch selector.
 3. When branch unit is simultaneously heating and cooling, energize subcooling heat exchanger.
 4. Casing: Galvanized steel sheet; with flame and heat resistant foamed polyethylene sound and thermal insulation.
 5. Refrigerant Connections: Braze type.
 6. Condensate Drainage: Provide condensate drain tap where required.
 7. Products:
 - a. Daikin BSVQ Series.

2.07 INDOOR/EVAPORATOR UNITS

- A. A. General: Daikin indoor unit model FXFQ_T shall be a round flow ceiling cassette fan coil unit, operable with R-410A refrigerant, equipped with an electronic expansion valve, direct drive DC (ECM) type fan, for installation into the ceiling cavity equipped with an air panel grill. It shall be available in capacities from 7,500 Btu/h to 48,000 Btu/h. Model numbers are FXFQ07TVJU, FXFQ09TVJU, FXFQ12TVJU, FXFQ15TVJU, FXFQ18TVJU, FXFQ24TVJU, FXFQ30TVJU, FXFQ36TVJU, FXFQ48TVJU to be connected to outdoor unit model RXYQ / RXYMQ / RWEYQ heat pump and REYQ / RWEYQ heat recovery model. It shall be a round flow air distribution type, fresh white, impact resistant decoration panel, or optional self-cleaning filter panel. The supply air is distributed via four individually motorized louvers. To save energy and optimize occupancy comfort, the indoor unit shall be equipped with built in occupancy sensor and surface temperature sensor. Computerized PID control shall be used to control superheat to deliver a comfortable room temperature condition. The unit shall be equipped with a programmed drying mechanism that dehumidifies while limiting changes in room temperature when used with Daikin remote control BRC1E72, BRC1E73, BRC2A71 and BRC1E52B7. The indoor units sound pressure shall range from 30 dB(A) to 45 dB(A) at High speed measured at 5 feet below the unit.

2.08 BAS INTEGRATION INTERFACE

- A. Physical characteristics
1. General:
 - a. The VRV Controls Network shall be capable of supporting remote controllers, schedule timers, system controllers, centralized controllers, an integrated web based interface, graphical user workstation, and system integration to Building Management Systems via BACnet® and LonWorks®.
 2. The Open Protocol Interface shall be made from stainless steel. Each interface shall have a battery backup and LED lights to display status/error.
- B. Electrical characteristics
1. A. General:

- a. The Open Protocol Interface will require 24 VAC to power the unit. The Open Protocol Interface shall supply 16 volts DC to the communication bus on the F1F2 (out-out) terminal of the outdoor unit. The voltage may rise or fall in relation to the transmission packets that are sent and received.
2. B. Wiring:
 - a. The Open Protocol Interface communication wiring shall be terminated in a daisy chain design at the outdoor unit, which is then daisy chained to branch selector (Heat Recovery system), then daisy chained to each indoor unit in the system and terminating at the farthest indoor unit. The termination of the wiring shall be non-polar. The remote control wiring shall run from the indoor unit control terminal block to the remote controller connected with that indoor unit.
3. Wiring size:
 - a. Wiring shall be non-shielded, 2-conductor sheathed vinyl cord or cable and 18 AWG stranded copper wire.
- C. 1.03. VRV Controls Network
 1. The VRV Controls Network is made up of local remote controllers, multi-zone controllers, advanced multi-zone controllers, and open protocol network devices that transmit information via the communication bus. The VRV Controls Network shall also have the ability to be accessed via a networked PC. The VRV Controls Network supports operation monitoring, scheduling, error e-mail distribution, general user software, tenant billing, maintenance support, and integration with Building Management Systems (BMS) using open protocol via BACnet® or Lonworks® interfaces; all of which blend to provide the optimal control strategy for the best HVAC comfort solution.
- D. Open Protocol Interfaces
 1. The Open Protocol Interfaces are designed as a translator between the DIII-Net communications and the protocols used in BACnet and Lonworks integration. The Daikin VRV Open Protocol Interfaces are compatible with all VRV, SkyAir, and Daikin RA and FTXS indoor units with the use of the KRP928BB2S RA Adapter. The Open Protocol Gateways wiring consist of a stranded non-polar two-wire connection to the outdoor unit. The Open Protocol Interfaces may be wall-mounted and can be used in conjunction with a Building Management System (BMS) to maintain the optimal operation of a minimum of 64 connected indoor unit groups and 128 indoor units (dependent upon interface option configuration). In cases where a system or unit error may occur, the VRV controllers and the BMS central monitoring system will display an error code as specified by Daikin.
- E. Daikin DMS502B71: Interface for use in BACnet
 1. The Interface for use in BACnet shall provide the ability for a Building Management System (BMS) to control all VRV, SkyAir, and Daikin RA and FTXS indoor units with the use of the KRP928BB2S RA Adapter. It shall be capable of controlling a maximum of 2 DIII-Net systems or 64 indoor unit groups (128 indoor units) connected to a maximum of 10 outdoor units on each DIII-Net system. Each DIII-Net system is independent of each other and each DIII-Net system will terminate on its own DIII-Net port (2 DIII-Net ports standard). The Optional DIII Board (DAM411B51) can be added to the interface. This option provides 2 additional DIII-Net ports to the interface; a total of 4 DIII-Net ports (maximum of 64 indoor unit groups per DIII-Net port) which can handle a maximum of 256 indoor unit groups (512 indoor units) and 40 outdoor units.
 2. The Interface for use in BACnet shall support operations superseding that of the Daikin centralized controller, local remote controller, system configuration, daily/weekly scheduling, monitoring of operation status, and malfunction monitoring.
 3. The Interface for use in BACnet uses a standard open protocol based on ANSI/ASHREA Standard 135. The BACnet Interface has been certified by the BACnet Testing Laboratories (BTL). The BACnet Interface is compatible with BACnet IP (ISO16484-5).

4. The interface wiring shall consist of a non-polar two-wire connection to the terminals F1F2 (out-out) of the outdoor unit. The Interface for use in BACnet is wall mounted and is used as a translator between the BACnet Building Management System (BMS) and the VRV DIII-Net communication bus to maintain the optimal operation of the connected indoor unit(s).
 5. The Interface for use in BACnet can be used in conjunction with the BRC1E71 (Navigation Remote Controller), the BRC2A71 (Simplified Remote Controller), or the BRC4C82/7E83/7C812/7E818 (Wireless Remote Controller), and DCS601C71 (Intelligent Touch Controller (ITC)) with or without the DCS601A72 (ITC DIII Plus Adapter) to control the same indoor unit groups. No more than 2 remote controllers can be placed in the same group. The remote controller shall require daisy chain wiring for grouping multiple indoor units (up to 16) together. Manual addressing is required of each indoor unit group associated with the Intelligent Touch Controller and the Interfaces for use in BACnet.
 6. The Interface for use in BACnet shall be equipped with one RJ-45 Ethernet port to support interconnection with a network PC via the Internet or Local Area Network (LAN). The Ethernet connection shall be capable of transmission on 10Base-T and/or 100Base-TX connection at 100 Mbps.
 7. The Interface for use in BACnet shall be capable of being configured as a foreign device. It shall be capable of communicating across BACnet Broadcast Management Devices (BBMD) in different subnet networks.
 8. The Interface for use in BACnet shall be capable of supporting Change of Value (COV) notification for all available objects.
 9. The Daikin BACnet Setup Tool shall be available so that certified commissioning personnel/facility staff can securely log into each Interface for use in BACnet via a PC to support the configuration and testing of the Interface for use in BACnet.
- F. Mounting: The interface for use in BACnet shall be mounted on the wall or in an enclosure.
- G. 2. Display Features:
1. The Interface for use in BACnet shall be approximately 10.81" x 10.34" in size.
 2. LED display provides the interface's operational status and alarm.
 3. The Interface for use in BACnet shall be capable of displaying indoor unit objects on the BACnet building management system.
 4. The Interface for use in BACnet shall provide the BACnet building management system the capability to command the setpoint temperature in 10F (0.10C) increments with a range of 600F - 900F (160C - 320C).
 - a. Display of temperature setpoint information shall be configurable for Fahrenheit or Celsius
 5. The Interface for use in BACnet shall provide the BACnet building management system the capability to display the room temperature in 0.10F (0.10C) increments with a range of -1200F - 1800F (-840C - 820C).
 - a. Display of room temperature information shall be configurable for Fahrenheit or Celsius
 6. Error codes generated by the indoor units, outdoor units, branch selector boxes, and remote controllers shall be displayed on the BACnet building management system in the event of system abnormality/error with a two digit error code as specified by Daikin.
 - a. Communication errors between the Interface for use in BACnet and the BACnet building management system shall be displayed with a red flashing LED on the Interface for use in BACnet
7. 3. Basic Operation:
- a. The Interface for use in BACnet will provide up to 28 objects that can be monitored/controlled via the BACnet building management system (see the Interface for use in BACnet Design Guide -EDUS72-749B)

- b. Capable of controlling up to 64 indoor unit groups (128 indoor units) per DIII-Net port (2 DIII-Net ports standard).
 - c. Optional DIII Board (DAM411B51) can be added to increase DIII-Net ports to a total of 4 DIII-Net ports.
 - 1) This provides a total of 256 indoor unit groups (512 indoor units) that can be monitored and controlled via the BACnet building management system
 - d. The Building Management System shall control the following group operations:
 - 1) On/Off
 - 2) Operation Mode (Cool, Heat, Fan, Auto, and Dry)
 - 3) Single setpoint setting for Cooling and Heating in the occupied mode.
 - 4) Fan status
 - 5) Fan Speed
 - (a) Up to 3 speeds (dependent upon indoor unit type)
 - 6) Vane direction (dependent upon indoor unit type)
 - (a) 5 fixed positions or swing position
 - 7) Remote controller permit/prohibit of On/Off, Mode, and Setpoint
 - 8) Filter sign reset for indoor units
 - 9) Disable the Intelligent Touch Controller
 - 10) Forced off of indoor units
 - 11) Forced Thermo-off of indoor units
 - 12) Energy saving offset of indoor unit setpoint
 - 13) Compressor status
 - 14) Thermo-on status
 - 15) Heater status
 - e. Capable of providing battery backup power for up to 3 years in total time for the clock.
 - 1) Settings stored in non-volatile memory
8. 4. Programmability:
- a. The BACnet building management system shall support weekly schedule settings through its programming.
 - 1) The schedule shall support the indoor unit:
 - (a) On/Off
 - (b) Each scheduled event shall specify time and target group
 - (c) Each scheduled event shall include On/Off, Operation Mode, Occupied Cooling Setpoint, Occupied Heating Setpoint, Setup (Cooling) setback setpoint, Setback (Heating) setback setpoint, Remote Controller On/Off Permit/Prohibit, Remote Controller Mode Permit/Prohibit, Remote Controller Setpoint Permit/Prohibit, and Timed Override Enable
 - (d) Setup (Cooling) and Setback (Heating) setpoints when unit is Off (unoccupied) by Group
 - (e) An override shall be provided for use enabling indoor unit operation during the unoccupied period by the BACnet building management system programming.
 - b. The BACnet building management system shall support auto-changeover through its programming.
 - 1) Auto-change shall provide changeover for both Heat Pump and Heat Recovery systems based upon the group configurations. This will allow for the optimal room temperature to be maintained by automatically switching the indoor unit's mode between Cool and Heat in accordance with the room temperature and setpoint temperature.
 - 2) Changeover shall change the operation mode of the indoor unit that is set as the Changeover Master. The Changeover Master indoor unit shall then change the operation mode of all indoor unit groups daisy chained on the same DIII-Net

- communication bus to the same outdoor unit in the Heat Pump system or the same branch selector box in the Heat Recovery system.
- 3) Changeover to cooling mode shall occur when the room temperature is great than or equal to the cooling setpoint
 - (a) Differential to be determined by BACnet building management system programming
 - 4) Changeover to heating mode shall occur when room temperature is less than or equal to the heating setpoint.
 - (a) Differential to be determined by BACnet building management system programming
 - 5) Guard timer
 - (a) Upon changeover, guard timer will prevent another changeover during this period.
 - (b) Guard timer should be ignored by a change of setpoint manually from the BMS, Intelligent Touch Controller, Remote Controller, or by schedule.
 - (c) Guard timer to be configured by BACnet building management system programming (30 minute minimum recommended)
- c. The Interface for use in BACnet shall support force shutdown of associated indoor unit groups.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that required electrical services have been installed and are in the proper locations prior to starting installation.
- B. Verify that condensate piping has been installed and is in the proper location prior to starting installation.
- C. Notify Architect if conditions for installation are unsatisfactory.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide refrigerant piping in accordance with equipment manufacturer's instructions.
- C. Perform wiring in accordance with NFPA 70, National Electric Code (NEC).
- D. Connect to the building BAS as note above. Coordinate with the Owner's BAS system vendor for proper interconnection and operation with the building BAS. The existing system is a BACnet IP compliant Siemens system.
- E. Coordinate with installers of systems and equipment connecting to this system.

3.03 FIELD QUALITY CONTROL

- A. Provide manufacturer's field representative to inspect installation prior to startup.

3.04 SYSTEM STARTUP

- A. Provide manufacturer's field representative to perform system startup.
- B. Prepare and start equipment and system in accordance with manufacturer's instructions and recommendations.
- C. Adjust equipment for proper operation within manufacturer's published tolerances.

3.05 CLEANING

- A. Clean exposed components of dirt, finger marks, and other disfigurements.

3.06 CLOSEOUT ACTIVITIES

- A. Demonstrate proper operation of equipment to Owner's designated representative.

- B. Demonstration: Demonstrate operation of system to Owner's personnel.
 - 1. Use operation and maintenance data as reference during demonstration.
 - 2. Briefly describe function, operation, and maintenance of each component.
- C. Training: Train Owner's personnel on operation and maintenance of system.
 - 1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
 - 2. Provide minimum of one day of training.
 - 3. Instructor: Manufacturer's training personnel.
 - 4. Location: At project site.

3.07 PROTECTION

- A. Protect installed components from subsequent construction operations.
- B. Replace exposed components broken or otherwise damaged beyond repair.

3.08 MAINTENANCE

- A. See Section 01 70 00 - Execution Requirements, for additional requirements relating to maintenance service.

END OF SECTION

Not for Bid

Not for Bid

SECTION 26 05 01
MINOR ELECTRICAL DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical demolition.

1.02 RELATED REQUIREMENTS

- A. Section 01 70 00 - Execution and Closeout Requirements: Additional requirements for alterations work.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work: As specified in individual sections.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify field measurements and circuiting arrangements are as shown on Drawings.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation and existing record documents.
- D. Report discrepancies to Owner before disturbing existing installation.
- E. Report discrepancies to Architect before disturbing existing installation.
- F. Beginning of demolition means installer accepts existing conditions.

3.02 PREPARATION

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate utility service outages with utility company.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
 - 1. Obtain permission from Owner at least 24 hours before partially or completely disabling system.
 - 2. Make temporary connections to maintain service in areas adjacent to work area.
- E. Existing Fire Alarm System: Maintain existing system in service until new system is accepted. Disable system only to make switchovers and connections. Minimize outage duration.
 - 1. Notify Owner before partially or completely disabling system.
 - 2. Notify local fire service.
 - 3. Make notifications at least 24 hours in advance.
 - 4. Make temporary connections to maintain service in areas adjacent to work area.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. Remove abandoned wiring to source of supply.

- C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- D. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- E. Disconnect and remove abandoned panelboards and distribution equipment.
- F. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- G. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.
- H. Repair adjacent construction and finishes damaged during demolition and extension work.
- I. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

3.04 CLEANING AND REPAIR

- A. See Section 01 74 19 - Construction Waste Management and Disposal for additional requirements.
- B. Clean and repair existing materials and equipment that remain or that are to be reused.
- C. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

END OF SECTION

SECTION 26 05 19

LV ELEC. POWER CONDUCTORS AND CABLES (600V&LESS)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Single conductor building wire.
- B. Metal-clad cable.
- C. Wire and cable for 600 volts and less.
- D. Wiring connectors.
- E. Electrical tape.
- F. Wire pulling lubricant.

1.02 RELATED REQUIREMENTS

- A. Section 07 84 00 - Firestopping.
- B. Section 26 05 01 - Minor Electrical Demolition: Disconnection, removal, and/or extension of existing electrical conductors and cables.
- C. Section 26 05 26 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire.
- B. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes.
- C. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation.
- D. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- F. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC); National Electrical Contractors Association (NECA/NACMA 102).
- G. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; National Electrical Manufacturers Association (ANSI/NEMA WC 70/ICEA S-95-658).
- H. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; International Electrical Testing Association (ANSI/NETA ATS).
- I. NFPA 70 - National Electrical Code; National Fire Protection Association.
- J. UL 44 - Thermoset-Insulated Wires and Cables.
- K. UL 83 - Thermoplastic-Insulated Wires and Cables.
- L. UL 486A-486B - Wire Connectors.
- M. UL 486C - Splicing Wire Connectors.
- N. UL 486D - Sealed Wire Connector Systems.
- O. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape.
- P. UL 1569 - Metal-Clad Cables.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 - 2. Coordinate the installation of direct burial cable with other trades to avoid conflicts with piping or other potential conflicts.
 - 3. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
 - 4. Notify Architect and Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.
- C. Product Data: Provide for each cable assembly type.
- D. Test Reports: Indicate procedures and values obtained.
- E. Design Data: Indicate voltage drop and ampacity calculations for aluminum conductors substituted for copper conductors. Include proposed modifications to raceways, boxes, wiring gutters, enclosures, etc. to accommodate substituted conductors.
- F. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- G. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing for underground circuits.
- H. Project Record Documents: Record actual locations of components and circuits.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

1.08 FIELD CONDITIONS

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Metal-clad cable is permitted only as follows:
 - 1. Where not otherwise restricted, may be used:
 - a. Where concealed above accessible ceilings for final connections from junction boxes to luminaires.
 - 1) Maximum Length: 6 feet.
 - b. Where concealed in hollow stud walls, above accessible ceilings, and under raised floors for branch circuits up to 20 A.
 - 2. In addition to other applicable restrictions, may not be used:
 - a. Unless approved by Owner.
 - b. Where not approved for use by the authority having jurisdiction.
 - c. Where exposed to view.
 - d. Where exposed to damage.
 - e. For damp, wet, or corrosive locations, .
 - f. For isolated ground circuits, unless provided with an additional isolated/insulated grounding conductor.
- D. Concealed Dry Interior Locations: Use only building wire in raceway or metal clad cable type THHN/THHW.
- E. Exposed Dry Interior Locations: Use only building wire in raceway type THHN/THHW.
- F. Above Accessible Ceilings: Use only building wire in raceway or metal clad cable type THHN.
- G. Wet or Damp Interior Locations: Use only building wire in raceway type THW.
- H. Exterior Locations: Use only building wire in raceway type THHW.
- I. Use solid conductor for feeders and branch circuits 10 AWG and smaller.
- J. Use solid conductors for control circuits.
- K. Use conductor not smaller than 12 AWG for power and lighting circuits.
- L. Use conductor not smaller than 16 AWG for control circuits.
- M. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet.
- N. Use 10 AWG conductors for 20 ampere, 277 volt branch circuits longer than 200 feet.

2.02 CONDUCTOR AND CABLE MANUFACTURERS

- A. Cerro Wire LLC: www.cerrowire.com.
- B. Southwire Company: www.southwire.com.
- C. Houston Wire and Cable company
- D. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Provide new conductors and cables manufactured not more than one year prior to installation.
- D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- E. Comply with NEMA WC 70.
- F. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- G. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

- H. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.
- I. Conductor Material:
 - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
 - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B 787M unless otherwise indicated.
 - 3. Tinned Copper Conductors: Comply with ASTM B33.
- J. Minimum Conductor Size:
 - 1. Branch Circuits: 12 AWG.
 - a. Exceptions:
 - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
 - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
 - 3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.
 - 2. Control Circuits: 14 AWG.
- K. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- L. Conductor Color Coding:
 - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 - 2. Color Coding Method: Integrally colored insulation.
 - 3. Color Code:
 - a. 480Y/277 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - 4) Neutral/Grounded: Gray.
 - b. 208Y/120 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - 4) Neutral/Grounded: White.
 - c. Equipment Ground, All Systems: Green.
 - d. Isolated Ground, All Systems: Green with yellow stripe.
 - e. For control circuits, comply with manufacturer's recommended color code.

2.04 SINGLE CONDUCTOR BUILDING WIRE

- A. Manufacturers:
 - 1. Copper Building Wire:
 - a. Cerro Wire LLC: www.cerrowire.com.
 - b. Encore Wire Corporation: www.encorewire.com.
 - c. Southwire Company: www.southwire.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
 - 1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.
 - b. Size 8 AWG and Larger: Stranded.
 - 2. Control Circuits: Stranded.

- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
 - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
- F. Conductor: Copper.
 - 1. For Sizes Smaller Than 4 AWG: Copper.
 - 2. For Sizes 4 AWG and Larger: Copper.
- G. Insulation Voltage Rating: 600 volts.
- H. Insulation: NFPA 70, Type THHW/THWN/THHN/THW.
- I. Insulation: Thermoplastic material rated 75/90 degrees C.

2.05 METAL-CLAD CABLE

- A. Manufacturers:
 - 1. AFC Cable Systems Inc: www.afcweb.com.
 - 2. Encore Wire Corporation: www.encorewire.com.
 - 3. Southwire Company: www.southwire.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- C. Conductor Stranding:
 - 1. Size 10 AWG and Smaller: Solid.
 - 2. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.
- F. Provide dedicated neutral conductor for each phase conductor where indicated or required.
- G. Grounding: Full-size integral equipment grounding conductor.
 - 1. Provide additional isolated/insulated grounding conductor where indicated or required.
- H. Armor: Steel, interlocked tape.
- I. Insulation Temperature Rating: 75/90 degrees C.

2.06 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Connectors for Grounding and Bonding: Comply with Section 26 05 26.
- C. Wiring Connectors for Splices and Taps:
 - 1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
 - 2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.
- D. Wiring Connectors for Terminations:
 - 1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
 - 2. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
 - 3. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.
 - 4. Conductors for Control Circuits: Use crimped terminals for all connections.

- E. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
 - 1. Manufacturers:
 - a. 3M: www.3m.com.
 - b. Ideal Industries, Inc: www.idealindustries.com.
 - c. NSI Industries LLC: www.nsiindustries.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Mechanical Connectors: Provide bolted type or set-screw type.
 - 1. Manufacturers:
 - a. Burndy: www.burndy.com.
 - b. IlSCO: www.ilSCO.com.
 - c. Thomas & Betts Corporation: www.tnb.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
- G. Compression Connectors: Provide circumferential type or hex type crimp configuration.
 - 1. Manufacturers:
 - a. Burndy: www.burndy.com.
 - b. IlSCO: www.ilSCO.com.
 - c. Thomas & Betts Corporation: www.tnb.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
- H. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.
 - 1. Manufacturers:
 - a. Burndy: www.burndy.com.
 - b. IlSCO: www.ilSCO.com.
 - c. Thomas & Betts Corporation: www.tnb.com.

2.07 WIRING ACCESSORIES

- A. Electrical Tape:
 - 1. Manufacturers:
 - a. 3M: www.3m.com.
 - b. Plymouth Rubber Europa: www.plymouthrubber.com.
 - c. Substitutions: See Section 01 60 00 - Product Requirements.
 - 2. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
 - 3. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 8.5 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
 - a. Product: 3M- Scotch Vinyl Electrical Tape Super 88.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
 - 1. Manufacturers:
 - a. 3M: www.3m.com.
 - b. American Polywater Corporation: www.polywater.com.
 - c. Ideal Industries, Inc: www.idealindustries.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.

- C. Split Bolt Connectors: Description: Connector suitable for copper to copper connection tested and listed to UL 486A requirements. Black burn type-H or equal.
 - 1. Product: Thomas R Betts or equal
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.
 - 3. Product: Thomas & Betts or equal
- D. Spring Wire Connectors: Description: Flame retardant thermoplastic shell with plated steel square wire spring gated for 105 degrees C, 600 volts, Thomas and Betts fixed spring wire connectors or equal.
 - 1. Product: Ideal or equal

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that raceway installation is complete and supported.
- E. Verify that field measurements are as shown on the drawings.
- F. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.03 INSTALLATION

- A. Circuiting Requirements:
 - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
 - 2. When circuit destination is indicated and routing is not shown, determine exact routing required.
 - 3. Arrange circuiting to minimize splices.
- B. Install products in accordance with manufacturer's instructions.
- C. Install conductors and cable in a neat and workmanlike manner in accordance with NECA 1.
- D. Install metal-clad cable (Type MC) in accordance with NECA 120.
- E. Installation in Raceway:
 - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
 - 2. Pull all conductors and cables together into raceway at same time.
 - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
 - 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
 - 1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
- G. Terminate cables using suitable fittings.
 - 1. Metal-Clad Cable (Type MC):

- a. Use listed fittings.
 - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
- H. Install conductors with a minimum of 12 inches of slack at each outlet.
- I. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.
- J. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- K. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- L. Make wiring connections using specified wiring connectors.
- 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 - 3. Do not remove conductor strands to facilitate insertion into connector.
 - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
 - 5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 - 6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- M. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- N. Insulate ends of spare conductors using vinyl insulating electrical tape.
- O. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- P. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.
- Q. Install wire and cable securely, in a neat and workmanlike manner, as specified in NECA 1.
- R. Route wire and cable as required to meet project conditions.
- 1. Wire and cable routing indicated is approximate unless dimensioned.
 - 2. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.
 - 3. Include wire and cable of lengths required to install connected devices within 10 ft of location shown.
- S. Use wiring methods indicated.
- T. Pull all conductors into raceway at same time.
- U. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
- V. Protect exposed cable from damage.
- W. Support cables above accessible ceiling, using spring metal clips or metal cable ties to support cables from structure or ceiling suspension system. Do not rest cable on ceiling panels.
- X. Use suitable cable fittings and connectors.
- Y. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- Z. Clean conductor surfaces before installing lugs and connectors.

- AA. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- AB. Use suitable reducing connectors or mechanical connector adaptors for connecting aluminum conductors to copper conductors.
- AC. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape un-insulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
- AD. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
- AE. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- AF. Identify and color code wire and cable under provisions of Section 26 05 53. Identify each conductor with its circuit number or other designation indicated.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Perform inspection, testing, and adjusting in accordance with Section 01 40 00.
- C. Perform field inspection and testing in accordance with Section 01 40 00.
- D. Inspect and test in accordance with NETA ATS, except Section 4.
- E. Correct deficiencies and replace damaged or defective conductors and cables.
- F. Perform inspections and tests listed in NETA STD ATS, Section 7.3.2.

END OF SECTION

Not for Bid

SECTION 26 05 26
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.
- D. Grounding and bonding components.
- E. Provide all components necessary to complete the grounding system(s) consisting of:
 - 1. Existing metal underground water pipe.
 - 2. Metal frame of the building.
 - 3. Existing metal underground gas piping system.
 - 4. Metal underground gas piping system.

1.02 RELATED REQUIREMENTS

- A. Section 26 05 19 - LV Elec. Power Conductors and Cables (600V&Less): Additional requirements for conductors for grounding and bonding, including conductor color coding.
- B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- B. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; International Electrical Testing Association (ANSI/NETA ATS).
- C. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association.
- D. NFPA 70 - National Electrical Code; National Fire Protection Association.
- E. UL 467 - Grounding and Bonding Equipment.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Verify exact locations of underground metal water service pipe entrances to building.
 - 2. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.
 - 3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 PERFORMANCE REQUIREMENTS

- A. Grounding System Resistance: 5 ohms.

1.06 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.
- C. Product Data: Provide for grounding electrodes and connections.
- D. Test Reports: Indicate overall resistance to ground and resistance of each electrode.

- E. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- F. Project Record Documents: Record actual locations of components and grounding electrodes.

1.07 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- D. Grounding Electrode System:
 - 1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
 - a. Provide continuous grounding electrode conductors without splice or joint.
 - b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
 - 2. Metal Underground Water Pipe(s):
 - a. Provide connection to underground metal domestic and fire protection (where present) water service pipe(s) that are in direct contact with earth for at least 10 feet at an accessible location not more than 5 feet from the point of entrance to the building.
 - b. Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically continuous.
 - c. Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.
 - 3. Metal Building or Structure Frame:
 - a. Provide connection to metal building or structure frame effectively grounded in accordance with NFPA 70 at nearest accessible location.
- E. Bonding and Equipment Grounding:
 - 1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
 - 2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
 - 3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.

4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.
7. Provide bonding for interior metal piping systems in accordance with NFPA 70. This includes, but is not limited to:
 - a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.
 - b. Metal gas piping.

2.02 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
 1. Provide products listed, classified, and labeled as suitable for the purpose intended.
 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:
 1. Use insulated copper conductors unless otherwise indicated.
 - a. Exceptions:
 - 1) Use bare copper conductors where installed underground in direct contact with earth.
 - 2) Use bare copper conductors where directly encased in concrete (not in raceway).
- C. Connectors for Grounding and Bonding:
 1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
 2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
 3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.
 - a. Exceptions:
 - 1) Use exothermic welded connections for connections to metal building frame.
 4. Manufacturers - Mechanical and Compression Connectors:
 - a. Burndy: www.burndy.com.
 - b. Harger Lightning & Grounding: www.harger.com.
 - c. Thomas & Betts Corporation: www.tnb.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 MANUFACTURERS

- A. Cooper Power Systems: www.cooperpower.com.
- B. Framatome Connectors International: www.fciconnect.com.
- C. Lightning Master Corporation: www.lightningmaster.com.
- D. Substitutions: See Section 01 60 00 - Product Requirements.

2.04 CONNECTORS AND ACCESSORIES

- A. Mechanical Connectors: Bronze.
 1. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Wire: Stranded copper.
- C. Grounding Electrode Conductor: Size to meet NFPA 70 requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as shown on the drawings.
- C. Verify that conditions are satisfactory for installation prior to starting work.
- D. Verify existing conditions prior to beginning work.
- E. Verify that final backfill and compaction has been completed before driving rod electrodes.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install grounding and bonding system components in a neat and workmanlike manner in accordance with NECA 1.
- C. Make grounding and bonding connections using specified connectors.
 - 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
 - 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
 - 3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
 - 4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 - 5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- D. Identify grounding and bonding system components in accordance with Section 26 05 53.
- E. Provide bonding to meet requirements described in Quality Assurance.
- F. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing. Each of branch circuits and feeder circuits shall have dedicated equipment grounding conductor, sharing this conductor with other grounding conductors is not permitted.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Perform inspection in accordance with Section 01 40 00.
- C. Inspect and test in accordance with NETA ATS except Section 4.
- D. Perform equipment grounding conductor continuity check.
- E. Perform inspections and tests listed in NETA ATS, Section 7.13.

END OF SECTION

SECTION 26 05 29

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Support and attachment components for equipment, conduit, cable, boxes, and other electrical work.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Concrete equipment pads.
- B. Section 05 50 00 - Metal Fabrications: Materials and requirements for fabricated metal supports.
- C. Section 26 05 34 - Conduit: Additional support and attachment requirements for conduits.
- D. Section 26 05 37 - Boxes: Additional support and attachment requirements for boxes.
- E. Section 26 51 00 - Interior Lighting: Additional support and attachment requirements for interior luminaires.

1.03 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel.
- D. MFMA-4 - Metal Framing Standards Publication; Metal Framing Manufacturers Association.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- F. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
 - 2. Coordinate the work with other trades to provide additional framing and materials required for installation.
 - 3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
 - 4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
 - 5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Do not install products on or provide attachment to concrete surfaces until concrete has fully cured in accordance with Section 03 30 00.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for metal channel (strut) framing systems, non-penetrating rooftop supports, and post-installed concrete and masonry anchors.
- C. Product Data: Provide manufacturer's catalog data for fastening systems.

- D. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.06 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with applicable building code.
- C. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- D. Installer Qualifications for Powder-Actuated Fasteners (when specified): Certified by fastener system manufacturer with current operator's license.
- E. Installer Qualifications for Field-Welding: As specified in Section 05 50 00.
- F. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 4. Include consideration for vibration, equipment operation, and shock loads where applicable.
 4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
 5. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
 6. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
 - a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
 - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
 - c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
 - d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
 2. Conduit Clamps: Bolted type unless otherwise indicated.
 3. Manufacturers:
 - a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com.
 - b. Erico International Corporation: www.erico.com.

- c. O-Z/Gedney, a brand of Emerson Industrial Automation:
www.emersonindustrial.com.
 - d. Thomas & Betts Corporation: www.tnb.com.
 - e. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
- 1. Manufacturers:
 - a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com.
 - b. Erico International Corporation: www.erico.com.
 - c. O-Z/Gedney, a brand of Emerson Industrial Automation:
www.emersonindustrial.com.
 - d. Thomas & Betts Corporation: www.tnb.com.
 - e. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
- 1. Comply with MFMA-4.
 - 2. Channel Material:
 - a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
 - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
 - 3. Minimum Channel Thickness: Steel sheet, 12 gage, 0.1046 inch.
 - 4. Minimum Channel Dimensions: 1-5/8 inch width by 13/16 inch height.
 - 5. Manufacturers:
 - a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com.
 - b. Thomas & Betts Corporation: www.tnb.com.
 - c. Unistrut, a brand of Atkore International Inc: www.unistrut.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
 - e. Source Limitations: Furnish channels (struts) and associated fittings, accessories, and hardware produced by a single manufacturer.
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
- 1. Minimum Size, Unless Otherwise Indicated or Required:
 - a. Equipment Supports: 1/2 inch diameter.
 - b. Single Conduit up to 1 inch (27mm) trade size: 1/4 inch diameter.
 - c. Single Conduit larger than 1 inch (27mm) trade size: 3/8 inch diameter.
 - d. Trapeze Support for Multiple Conduits: 3/8 inch diameter.
 - e. Outlet Boxes: 1/4 inch diameter.
 - f. Luminaires: 1/4 inch diameter.
- F. Anchors and Fasteners:
- 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
 - 2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
 - 3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
 - 4. Hollow Masonry: Use toggle bolts.
 - 5. Hollow Stud Walls: Use toggle bolts.
 - 6. Steel: Use beam clamps, machine bolts, or welded threaded studs.
 - 7. Sheet Metal: Use sheet metal screws.
 - 8. Wood: Use wood screws.
 - 9. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
 - a. Comply with MFMA-4.
 - b. Channel Material: Use galvanized steel.

- c. Manufacturer: Same as manufacturer of metal channel (strut) framing system.

2.02 MANUFACTURERS

- A. Thomas & Betts Corporation: www.tnb.com.
- B. Threaded Rod Company: www.threadedrod.com.
- C. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 MATERIALS

- A. Hangers, Supports, Anchors, and Fasteners - General: Corrosion-resistant materials of size and type adequate to carry the loads of equipment and conduit, including weight of wire in conduit.
- B. Supports: Fabricated of structural steel or formed steel members; galvanized.
- C. Anchors and Fasteners:
 - 1. Do not use powder-actuated anchors.
 - 2. Obtain permission from Architect before using powder-actuated anchors.
 - 3. Concrete Structural Elements: Use precast inserts.
 - 4. Steel Structural Elements: Use beam clamps.
 - 5. Concrete Surfaces: Use self-drilling anchors or expansion anchors.
 - 6. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use hollow wall fasteners.
 - 7. Solid Masonry Walls: Use expansion anchors.
 - 8. Sheet Metal: Use sheet metal screws.
 - 9. Wood Elements: Use wood screws.
- D. Formed Steel Channel:
 - 1. Product: manufactured by B-Line.
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install support and attachment components in a neat and workmanlike manner in accordance with NECA 1.
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. Equipment Support and Attachment:
 - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
 - 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.

3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.
- I. Secure fasteners according to manufacturer's recommended torque settings.
- J. Remove temporary supports.
- K. Identify independent electrical component support wires above accessible ceilings (only where specifically indicated or permitted) with color distinguishable from ceiling support wires in accordance with NFPA 70.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect support and attachment components for damage and defects.
- C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- D. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION

Not for Bid

Not for Bid

SECTION 26 05 34

CONDUIT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Aluminum rigid metal conduit (RMC).
- C. Flexible metal conduit (FMC).
- D. Liquidtight flexible metal conduit (LFMC).
- E. Electrical metallic tubing (EMT).
- F. Conduit fittings.
- G. Accessories.
- H. Conduit, fittings and conduit bodies.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Concrete encasement of conduits.
- B. Section 07 84 00 - Firestopping.
- C. Section 26 05 19 - LV Elec. Power Conductors and Cables (600V&Less): Metal clad cable (Type MC), armored cable (Type AC), and manufactured wiring systems, including uses permitted.
- D. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
 - 1. Includes additional requirements for fittings for grounding and bonding.
- E. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- F. Section 26 05 53 - Identification for Electrical Systems.
- G. Section 26 05 37 - Boxes.
- H. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- I. Section 26 21 00 - Low-Voltage Electrical Service Entrance: Additional requirements for electrical service conduits.
- J. Section 27 10 05 - Structured Cabling for Voice and Data - Inside-Plant: Additional requirements for communications systems conduits.

1.03 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC).
- B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT).
- C. ANSI C80.5 - American National Standard for Electrical Rigid Aluminum Conduit (ERAC).
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); National Electrical Contractors Association.
- F. NECA 102 - Standard for Installing Aluminum Rigid Metal Conduit; National Electrical Contractors Association.
- G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association (ANSI/NEMA FB 1).
- H. UL 1 - Flexible Metal Conduit.

- I. UL 6 - Electrical Rigid Metal Conduit-Steel.
- J. UL 6A - Electrical Rigid Metal Conduit-Aluminum, Red Brass, and Stainless Steel.
- K. UL 360 - Liquid-Tight Flexible Steel Conduit.
- L. UL 514B - Conduit, Tubing, and Cable Fittings.
- M. UL 797 - Electrical Metallic Tubing-Steel.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 - 2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
 - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
 - 4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.
 - 5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.
- C. Shop Drawings:
 - 1. Include proposed locations of roof penetrations and proposed methods for sealing.
- D. Project Record Documents: Record actual routing for conduits installed underground, conduits embedded within concrete slabs, and conduits 2 inch (53 mm) trade size and larger.
- E. Product Data: Provide for metallic conduit and flexible metal conduit.
- F. Samples of Materials Actually Delivered to Site:
 - 1. Two pieces each of conduit, 2 feet long.
- G. Project Record Documents: Accurately record actual routing of conduits larger than 2 inches.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.
- D. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and shown.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

- B. Accept conduit on site. Inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- D. Protect PVC conduit from sunlight.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Underground:
 - 1. Under Slab on Grade: Use rigid PVC conduit.
 - 2. Exterior, Direct-Buried: Use rigid PVC conduit.
 - 3. Exterior, Embedded Within Concrete: Use rigid PVC conduit.
 - 4. Where rigid polyvinyl (PVC) conduit is provided, transition to galvanized steel rigid metal conduit where emerging from underground.
 - 5. Where rigid polyvinyl (PVC) conduit larger than 2 inch (53 mm) trade size is provided, use galvanized steel rigid metal conduit elbows for bends.
 - 6. Where steel conduit is installed in direct contact with earth where soil has a resistivity of less than 2000 ohm-centimeters or is characterized as severely corrosive based on soils report or local experience, use corrosion protection tape to provide supplementary corrosion protection or use PVC-coated galvanized steel rigid metal conduit.
- D. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit.
- E. Concealed Within Hollow Stud Walls: Use electrical metallic tubing (EMT).
- F. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT).
- G. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit.
- H. Interior Mechanical room or boiler room: Use galvanized steel rigid metal conduit.
- I. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit.
 - 1. Locations subject to physical damage include, but are not limited to:
 - a. Where exposed below 8 feet, except within electrical and communication rooms or closets.
 - b. Where exposed below 20 feet in warehouse areas.
- J. Exposed, Exterior: Use galvanized steel rigid metal conduit.
- K. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel rigid metal conduit.
- L. Connections to Luminaires Above Accessible Ceilings: Use flexible metal conduit.
 - 1. Maximum Length: 6 feet.
- M. Connections to Vibrating Equipment:
 - 1. Dry Locations: Use flexible metal conduit.
 - 2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.
 - 3. Maximum Length: 6 feet unless otherwise indicated.
 - 4. Vibrating equipment includes, but is not limited to:
 - a. Transformers.
 - b. Motors.

c. Pumps and HVAC equipment

N. Fished in Existing Walls, Where Necessary: Use flexible metal conduit.

2.02 CONDUIT REQUIREMENTS

- A. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.
- B. Electrical Service Conduits: Also comply with Section 26 21 00.
- C. Communications Systems Conduits: Also comply with Section 27 10 05.
- D. Fittings for Grounding and Bonding: Also comply with Section 26 05 26.
- E. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- F. Provide products listed, classified, and labeled as suitable for the purpose intended.
- G. Minimum Conduit Size, Unless Otherwise Indicated:
 - 1. Branch Circuits: 3/4 inch (21 mm) trade size.
 - 2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.
 - 3. Control Circuits: 1/2 inch (16 mm) trade size.
- H. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Manufacturers:
 - 1. Allied Tube & Conduit: www.alliedeg.com.
 - 2. Republic Conduit: www.republic-conduit.com.
 - 3. Wheatland Tube Company: www.wheatland.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- C. Fittings:
 - 1. Manufacturers:
 - a. Bridgeport Fittings Inc: www.bptfittings.com.
 - b. O-Z/Gedney, a brand of Emerson Industrial Automation: www.emersonindustrial.com.
 - c. Thomas & Betts Corporation: www.tnb.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
 - 2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 3. Material: Use steel or malleable iron.
 - 4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.04 ALUMINUM RIGID METAL CONDUIT (RMC)

- A. Manufacturers:
 - 1. Allied Tube & Conduit: www.alliedeg.com.
 - 2. Republic Conduit: www.republic-conduit.com.
 - 3. Wheatland Tube Company: www.wheatland.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type RMC aluminum rigid metal conduit complying with ANSI C80.5 and listed and labeled as complying with UL 6A.
- C. Fittings:

1. Manufacturers:
 - a. Bridgeport Fittings Inc: www.bptfittings.com.
 - b. O-Z/Gedney, a brand of Emerson Industrial Automation:
www.emersonindustrial.com.
 - c. Thomas & Betts Corporation: www.tnb.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
3. Material: Use aluminum.
4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.05 METAL CONDUIT

- A. Manufacturers:
 1. Allied Tube & Conduit: www.alliedtube.com.
 2. Beck Manufacturing, Inc: www.beckmfg.com.
 3. Wheatland Tube Company: www.wheatland.com.
 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Rigid Steel Conduit: ANSI C80.1.
- C. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

2.06 FLEXIBLE METAL CONDUIT (FMC)

- A. Manufacturers:
 1. AFC Cable Systems, Inc: www.afcweb.com.
 2. Electri-Flex Company: www.electriflex.com.
 3. International Metal Hose: www.metalhose.com.
 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.
- C. Fittings:
 1. Manufacturers:
 - a. Bridgeport Fittings Inc: www.bptfittings.com.
 - b. O-Z/Gedney, a brand of Emerson Industrial Automation:
www.emersonindustrial.com.
 - c. Thomas & Betts Corporation: www.tnb.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 3. Material: Use steel or malleable iron.
- D. Description: Interlocked steel construction.
- E. Fittings: NEMA FB 1.

2.07 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

- A. Manufacturers:
 1. AFC Cable Systems, Inc: www.afcweb.com.
 2. Electri-Flex Company
 3. International Metal Hose: www.metalhose.com.
 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

- C. Fittings:
 - 1. Manufacturers:
 - a. Bridgeport Fittings Inc: www.bptfittings.com.
 - b. O-Z/Gedney, a brand of Emerson Industrial Automation:
www.emersonindustrial.com.
 - c. Thomas & Betts Corporation: www.tnb.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
 - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 3. Material: Use steel or malleable iron.

2.08 ELECTRICAL METALLIC TUBING (EMT)

- A. Manufacturers:
 - 1. Allied Tube & Conduit: www.alliedeg.com.
 - 2. Republic Conduit: www.republic-conduit.com.
 - 3. Wheatland Tube Company: www.wheatland.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- C. Fittings:
 - 1. Manufacturers:
 - a. Bridgeport Fittings Inc: www.bptfittings.com.
 - b. O-Z/Gedney, a brand of Emerson Industrial Automation:
www.emersonindustrial.com.
 - c. Thomas & Betts Corporation: www.tnb.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
 - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 3. Material: Use steel or malleable iron.
 - 4. Connectors and Couplings: Use compression (gland) or set-screw type.
 - a. Do not use indenter type connectors and couplings.

2.09 ACCESSORIES

- A. Corrosion Protection Tape: PVC-based, minimum thickness of 20 mil.
- B. Conduit Joint Compound: Corrosion-resistant, electrically conductive; suitable for use with the conduit to be installed.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.
- D. Verify routing and termination locations of conduit prior to rough-in.
- E. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in a neat and workmanlike manner in accordance with NECA 1.

- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install aluminum rigid metal conduit (RMC) in accordance with NECA 102.
- E. Conduit Support:
 - 1. Secure and support conduits in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
 - 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
 - 3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
 - 4. Use conduit strap to support single surface-mounted conduit.
 - a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
 - 5. Use metal channel (strut) with accessory conduit clamps to support multiple parallel surface-mounted conduits.
 - 6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
 - 7. Use trapeze hangers assembled from threaded rods and metal channel (strut) with accessory conduit clamps to support multiple parallel suspended conduits.
 - 8. Use of spring steel conduit clips for support of conduits is not permitted.
- F. Connections and Terminations:
 - 1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
 - 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
 - 3. Use suitable adapters where required to transition from one type of conduit to another.
 - 4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
 - 5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
 - 6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
 - 7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
- G. Penetrations:
 - 1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
 - 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
 - 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
 - 4. Conceal bends for conduit risers emerging above ground.
 - 5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
 - 6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
 - 7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
 - 8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

- H. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
 - 1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
 - 2. Where conduits are subject to earth movement by settlement or frost.
- I. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
 - 1. Where conduits pass from outdoors into conditioned interior spaces.
 - 2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- J. Provide grounding and bonding in accordance with Section 26 05 26.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective conduits.

3.04 CLEANING

- A. Clean interior of conduits to remove moisture and foreign matter.

3.05 PROTECTION

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

3.06 INTERFACE WITH OTHER PRODUCTS

- A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

END OF SECTION

SECTION 26 05 37
BOXES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.
- C. Wall and ceiling outlet boxes.
- D. Floor boxes.
- E. Pull and junction boxes.

1.02 RELATED REQUIREMENTS

- A. Section 07 84 00 - Firestopping.
- B. Section 08 31 00 - Access Doors and Panels: Panels for maintaining access to concealed boxes.
- C. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- D. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- E. Section 26 05 34 - Conduit:
 - 1. Conduit bodies and other fittings.
- F. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- G. Section 26 27 26 - Wiring Devices:
 - 1. Wall plates.
- H. Section 26 27 16 - Electrical Cabinets and Enclosures.
- I. Section 26 27 26 - Wiring Devices: Wall plates in finished areas, floor box service fittings, fire-rated poke-through fittings, and access floor boxes.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; National Electrical Contractors Association.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association (ANSI/NEMA FB 1).
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; National Electrical Manufacturers Association (ANSI/NEMA OS 1).
- E. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports; National Electrical Manufacturers Association (ANSI/NEMA OS 2).
- F. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association.
- G. NFPA 70 - National Electrical Code; National Fire Protection Association.
- H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations.
- I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations.
- J. UL 508A - Industrial Control Panels.

- K. UL 514A - Metallic Outlet Boxes.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for cabinets and enclosures, boxes for hazardous (classified) locations, floor boxes, and underground handhole enclosures.
- C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
1. See Section 01 60 00 - Product Requirements, for additional provisions.
 2. Keys for Lockable Enclosures: Two of each different key.
- D. Project Record Documents: Record actual locations and mounting heights of outlet, pull, and junction boxes on project record documents.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 BOXES

A. General Requirements:

1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
3. Provide products listed, classified, and labeled as suitable for the purpose intended.

4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
 2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
 3. Use suitable concrete type boxes where flush-mounted in concrete.
 4. Use suitable masonry type boxes where flush-mounted in masonry walls.
 5. Use raised covers suitable for the type of wall construction and device configuration where required.
 6. Use shallow boxes where required by the type of wall construction.
 7. Do not use "through-wall" boxes designed for access from both sides of wall.
 8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
 9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
 10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
 11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes.
 12. Minimum Box Size, Unless Otherwise Indicated:
 - a. Ceiling Outlets: 4 inch octagonal or square by 2-1/8 inch deep (100 by 54 mm) trade size.
 13. Wall Plates: Comply with Section 26 27 26.
 14. Manufacturers:
 - a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com.
 - b. Hubbell Incorporated; Bell Products: www.hubbell-rtb.com.
 - c. O-Z/Gedney, a brand of Emerson Industrial Automation: www.emersonindustrial.com.
 - d. Thomas & Betts Corporation: www.tnb.com.
 - e. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
 2. NEMA 250 Environment Type, Unless Otherwise Indicated:
 - a. Indoor Clean, Dry Locations: Type 1, painted steel.
 - b. Outdoor Locations: Type 3R, painted steel.
 3. Junction and Pull Boxes Larger Than 100 cubic inches:
 - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
 - b. Boxes 6 square feet and Larger: Provide sectionalized screw-cover or hinged-cover enclosures.
 4. Cabinets and Hinged-Cover Enclosures, Other Than Junction and Pull Boxes:
 - a. Provide lockable hinged covers, all locks keyed alike unless otherwise indicated.
 - b. Back Panels: Painted steel, removable.
 - c. Terminal Blocks: Provide voltage/current ratings and terminal quantity suitable for purpose indicated, with 25 percent spare terminal capacity.

5. Finish for Painted Steel Enclosures: Manufacturer's standard grey unless otherwise indicated.
6. Manufacturers:
 - a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com.
 - b. Hoffman, a brand of Pentair Technical Products: www.hoffmanonline.com.
 - c. Hubbell Incorporated; Wiegmann Products: www.hubbell-wiegmann.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 MANUFACTURERS

- A. Appleton Electric: www.appletonelec.com.
- B. Steel City
- C. Substitutions: Reco, Inc. See Section 01 60 00 - Product Requirements.

2.03 OUTLET BOXES

- A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch male fixture studs where required.
 2. Concrete Ceiling Boxes: Concrete type.
- B. Nonmetallic Outlet Boxes: NEMA OS 2.
- C. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs.
- D. Wall Plates for Finished Areas: As specified in Section 26 27 26.

2.04 PULL AND JUNCTION BOXES

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Hinged Enclosures: As specified in Section 26 27 16.
- C. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
 1. Material: Galvanized cast iron; Cast Aluminum.
 2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

PART 3 EXECUTION

3.01 EXAMINATION

3.02

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.
- D. Verify locations of floor boxes and outlets in offices and work areas prior to rough-in.

3.03 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide separate boxes for emergency power and normal power systems.
- E. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.

- F. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.
- G. Box Locations:
 - 1. Locate boxes to be accessible. Provide access panels in accordance with Section 08 31 00 as required where approved by the Architect.
 - 2.
- H. Box Supports:
 - 1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
 - 2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- I. Install boxes plumb and level.
- J. Flush-Mounted Boxes:
 - 1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
 - 2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
 - 3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
- K. Install boxes as required to preserve insulation integrity.
- L. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- M. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- N. Close unused box openings.
- O. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- P. Provide grounding and bonding in accordance with Section 26 05 26.
- Q. Install boxes securely, in a neat and workmanlike manner, as specified in NECA 1.
- R. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.
- S. Coordinate installation of outlet boxes for equipment connected under Section 26 27 17.
- T. Set wall mounted boxes at elevations to accommodate mounting heights indicated.
- U. Electrical boxes are shown on Drawings in approximate locations unless dimensioned.
 - 1. Adjust box locations up to 10 feet if required to accommodate intended purpose.
- V. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26.
- W. Maintain headroom and present neat mechanical appearance.
- X. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- Y. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.

- Z. Install boxes to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- AA. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.
- AB. Locate outlet boxes to allow luminaires positioned as shown on reflected ceiling plan.
- AC. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
- AD. Use flush mounting outlet box in finished areas.
- AE. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
- AF. Do not install flush mounting box back-to-back in walls; provide minimum 6 inches separation. Provide minimum 24 inches separation in acoustic rated walls.
- AG. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- AH. Use stamped steel bridges to fasten flush mounting outlet box between studs.
- AI. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- AJ. Use adjustable steel channel fasteners for hung ceiling outlet box.
- AK. Do not fasten boxes to ceiling support wires.
- AL. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.
- AM. Use gang box where more than one device is mounted together. Do not use sectional box.
- AN. Use gang box with plaster ring for single device outlets.
- AO. Use cast outlet box in exterior locations exposed to the weather and wet locations.
- AP. Use cast floor boxes for installations in slab on grade; formed steel boxes are acceptable for other installations.
- AQ. Set floor boxes level.
- AR. Large Pull Boxes: Use hinged enclosure in interior dry locations, surface-mounted cast metal box in other locations.

3.04 ADJUSTING

- A. Adjust floor boxes flush with finish flooring material.
- B. Adjust flush-mounting outlets to make front flush with finished wall material.
- C. Install knockout closures in unused box openings.

3.05 CLEANING

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.06 PROTECTION

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION

SECTION 26 05 53
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Voltage markers.
- E. Warning signs and labels.
- F. Field-painted identification of conduit.

1.02 RELATED REQUIREMENTS

- A. Section 09 91 13 - Exterior Painting.
- B. Section 09 91 23 - Interior Painting.
- C. Section 26 05 19 - LV Elec. Power Conductors and Cables (600V&Less): Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.
- D. Section 26 27 26 - Wiring Devices - Lutron: Device and wallplate finishes; factory pre-marked wallplates.
- E. Section 27 10 05 - Structured Cabling for Voice and Data - Inside-Plant: Identification for communications cabling and devices.

1.03 REFERENCE STANDARDS

- A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs.
- B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels.
- C. NFPA 70 - National Electrical Code; National Fire Protection Association.
- D. UL 969 - Marking and Labeling Systems.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.
- B. Sequencing:
 - 1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
 - 2. Do not install identification products until final surface finishes and painting are complete.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.
- C. Shop Drawings: Provide schedule of items to be identified indicating proposed designations, materials, legends, and formats.
- D. Product Data: Provide catalog data for nameplates, labels, and markers.
- E. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation and installation of product.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

1.07 FIELD CONDITIONS

- A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

1.08 EXTRA MATERIALS

- A. See Section 01 60 00 - Product Requirements for additional requirements.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

- A. Identification for Equipment:
 - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
 - a. Switchgear:
 - 1) Identify ampere rating.
 - 2) Identify voltage and phase.
 - 3) Identify power source and circuit number. Include location when not within sight of equipment.
 - 4) Use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
 - b. Switchboards:
 - 1) Identify ampere rating.
 - 2) Identify voltage and phase.
 - 3) Identify power source and circuit number. Include location when not within sight of equipment.
 - 4) Use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
 - c. Panelboards:
 - 1) Identify ampere rating.
 - 2) Identify voltage and phase.
 - 3) Identify power source and circuit number. Include location when not within sight of equipment.
 - 4) Identify main overcurrent protective device. Use identification label for panelboards with a door. For power distribution panelboards without a door, use identification nameplate.
 - 5) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
 - 6) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
 - d. Enclosed switches, circuit breakers, and motor controllers:
 - 1) Identify voltage and phase.
 - 2) Identify power source and circuit number. Include location when not within sight of equipment.
 - 3) Identify load(s) served. Include location when not within sight of equipment.
 - 2. Use voltage marker to identify highest voltage present for each piece of electrical equipment.
 - 3. Use identification nameplate to identify equipment utilizing series ratings, where permitted, in accordance with NFPA 70.
 - 4. Use identification nameplate to identify disconnect location for equipment with remote disconnecting means.

5. Use identification label or handwritten text using indelible marker on inside of door at each motor controller to identify nameplate horsepower, full load amperes, code letter, service factor, voltage, and phase of motor(s) controlled.
 6. Use identification label to identify overcurrent protective devices for branch circuits serving fire alarm circuits. Identify with text "FIRE ALARM CIRCUIT".
- B. Identification for Conductors and Cables:
1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.
 2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.
 3. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
 - a. At each source and load connection.
 - b. Within boxes when more than one circuit is present.
 - c. Within equipment enclosures when conductors and cables enter or leave the enclosure.
- C. Identification for Raceways:
1. Use voltage markers to identify highest voltage present for accessible conduits at maximum intervals of 20 feet.
 2. Use voltage markers or color-coded bands to identify systems other than normal power system for accessible conduits at maximum intervals of 20 feet.
 - a. Color-Coded Bands: Use field-painting or vinyl color coding electrical tape to mark bands 3 inches wide.
 - 1) Color Code:
 - (a) Emergency Power System: Red.
 - (1) Life Safety Branch: Red.
 - (2) Critical Branch: Red.
 - (3) Equipment Branch: Black.
 - 2) Field-Painting: Comply with Section 09 91 23 and 09 91 13.
 - 3) Vinyl Color Coding Electrical Tape: Comply with Section 26 05 19.
- D. Identification for Boxes:
1. Use voltage markers to identify highest voltage present.
 2. Use voltage markers or color coded boxes to identify systems other than normal power system.
 - a. Color-Coded Boxes: Field-painted in accordance with Section 09 91 23 and 09 91 13 per the same color code used for raceways.
 3. Use identification labels or handwritten text using indelible marker to identify circuits enclosed.
 - a. For exposed boxes in public areas, use only identification labels.
 4. Use warning labels to identify electrical hazards for boxes containing exposed live parts or exposed conductors operating at over 600 V nominal with the word message "DANGER; HIGH VOLTAGE; KEEP OUT".
- E. Identification for Devices:
1. Identification for Communications Devices: Comply with Section 27 10 05.
 2. Wiring Device and Wallplate Finishes: Comply with Section 26 27 26.
 3. Use identification label to identify fire alarm system devices.
 4. Use identification label or engraved wallplate to identify serving branch circuit for all receptacles.
 5. Use identification label to identify receptacles protected by upstream GFI protection, where permitted.

F. Identification for Luminaires:

1. Use permanent red dot on luminaire frame to identify luminaires connected to emergency power system.

2.02 MANUFACTURERS

- A. Brady Corporation: www.bradycorp.com.
- B. Seton Identification Products: www.seton.com/aec.
- C. HellermannTyton: www.hellermanntyton.com.
- D. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 IDENTIFICATION NAMEPLATES AND LABELS

A. Identification Nameplates:

1. Manufacturers:
 - a. Brimar Industries, Inc: www.brimar.com.
 - b. Kolbi Pipe Marker Co: www.kolbipipemarkers.com.
 - c. Seton Identification Products: www.seton.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
2. Materials:
 - a. Indoor Clean, Dry Locations: Use plastic nameplates.
 - b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
3. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
4. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.
5. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
6. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.

B. Identification Labels:

1. Manufacturers:
 - a. Brady Corporation: www.bradyid.com.
 - b. Brother International Corporation: www.brother-usa.com.
 - c. Panduit Corp: www.panduit.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
2. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
3. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

C. Format for Equipment Identification:

1. Minimum Size: 1 inch by 2.5 inches.
2. Legend:
 - a. System designation where applicable:
 - 1) Emergency Power System: Identify with text "EMERGENCY".
 - 2) Fire Alarm System: Identify with text "FIRE ALARM".
 - b. Equipment designation or other approved description.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height:
 - a. System Designation: 1 inch.

- b. Equipment Designation: 1/2 inch.
- c. Other Information: 1/4 inch.
- d. Exception: Provide minimum text height of 1 inch for equipment located more than 10 feet above floor or working platform.
- 5. Color:
 - a. Normal Power System: White text on black background.
- D. Nameplates: Engraved three-layer laminated plastic, black letters on white background.
- E. Locations:
 - 1. Each electrical distribution and control equipment enclosure.
 - 2. Communication cabinets.
 - 3. Disconnect switches, and starters.
- F. Letter Size:
 - 1. Use 1/8 inch letters for identifying individual equipment and loads.
 - 2. Use 1/4 inch letters for identifying grouped equipment and loads.

2.04 WIRE AND CABLE MARKERS

- A. Manufacturers:
 - 1. Brady Corporation: www.bradyid.com.
 - 2. HellermannTyton: www.hellermanntyton.com.
 - 3. Panduit Corp: www.panduit.com.
 - 4. Panduit Corp.
 - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- C. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- D. Legend: Power source and circuit number or other designation indicated.
- E. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- F. Minimum Text Height: 1/8 inch.
- G. Color: Black text on white background unless otherwise indicated.
- H. Description: split sleeve type wire markers.
- I. Locations: Each conductor at panelboard gutters, pull boxes, outlet boxes, and junction boxes each load connection.
- J. Legend:
 - 1. Power and Lighting Circuits: Branch circuit or feeder number indicated on drawings.
 - 2. Control Circuits: Control wire number indicated on shop drawings.

2.05 VOLTAGE MARKERS

- A. Manufacturers: Panduit Corp
 - 1. Brady Corporation: www.bradyid.com.
 - 2. Brimar Industries, Inc: www.brimar.com.
 - 3. Seton Identification Products: www.seton.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Markers for Conduits: Use factory pre-printed self-adhesive vinyl, self-adhesive vinyl cloth, or vinyl snap-around type markers.
- C. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.

- D. Minimum Size:
 - 1. Markers for Equipment: 1 1/8 by 4 1/2 inches.
 - 2. Markers for Conduits: As recommended by manufacturer for conduit size to be identified.
 - 3. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches.
 - 4. Markers for Junction Boxes: 1/2 by 2 1/4 inches.
- E. Legend:
 - 1. Markers for Voltage Identification: Highest voltage present.
 - 2. Markers for System Identification:
 - a. Emergency Power System: Text "EMERGENCY".
 - b. Other Systems: Type of service.
- F. Color: Black text on orange background unless otherwise indicated.
- G. Location: Furnish markers for each conduit longer than 6 feet.
- H. Spacing: 20 feet on center.
- I. Color:
 - 1. 480 Volt System: Brown.
 - 2. 208 Volt System: Yellow.
 - 3. Fire Alarm System: Red.
- J. Legend:
 - 1. 480 Volt System: brown.
 - 2. 208 Volt System: yellow.
 - 3. Fire Alarm System: red.

2.06 WARNING SIGNS AND LABELS

- A. Manufacturers:
 - 1. Brimar Industries, Inc: www.brimar.com.
 - 2. Clarion Safety Systems, LLC: www.clarionsafety.com.
 - 3. Seton Identification Products: www.seton.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- C. Warning Signs:
 - 1. Materials:
 - a. Indoor Dry, Clean Locations: Use factory pre-printed rigid plastic or self-adhesive vinyl signs.
 - b. Outdoor Locations: Use factory pre-printed rigid aluminum signs.
 - 2. Rigid Signs: Provide four mounting holes at corners for mechanical fasteners.
 - 3. Minimum Size: 7 by 10 inches unless otherwise indicated.
- D. Warning Labels:
 - 1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
 - 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
 - 3. Minimum Size: 2 by 4 inches unless otherwise indicated.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.
- B. Degrease and clean surfaces to receive nameplates and labels.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
 - 1. Surface-Mounted Equipment: Enclosure front.
 - 2. Flush-Mounted Equipment: Inside of equipment door.
 - 3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
 - 4. Elevated Equipment: Legible from the floor or working platform.
 - 5. Branch Devices: Adjacent to device.
 - 6. Interior Components: Legible from the point of access.
 - 7. Conduits: Legible from the floor.
 - 8. Boxes: Outside face of cover.
 - 9. Conductors and Cables: Legible from the point of access.
 - 10. Devices: Outside face of cover.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Secure rigid signs using stainless steel screws.
- G. Mark all handwritten text, where permitted, to be neat and legible.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION

Not for Bid

SECTION 26 09 19
ENCLOSED CONTACTORS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General purpose contactors.

1.02 RELATED REQUIREMENTS

- A. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- C. Section 26 28 13 - Fuses.

1.03 REFERENCE STANDARDS

- A. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts; National Electrical Manufacturers Association.
- B. NEMA ICS 6 - Industrial Control and Systems: Enclosures; National Electrical Manufacturers Association.
- C. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; International Electrical Testing Association (ANSI/NETA ATS).
- D. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide dimensions, size, voltage ratings and current ratings.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- D. Maintenance Data: Include instructions for replacing and maintaining coil and contacts.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience and with service facilities within 100 miles of Project.
- C. Products: Listed, classified, and labeled as suitable for the purpose intended.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Allen-Bradley/Rockwell Automation: ab.rockwellautomation.com.
- B. Eaton Corporation: www.eaton.com.
- C. General Electric Company: www.geindustrial.com.
- D. Schneider Electric; Square D Products: www.schneider-electric.us.
- E. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 GENERAL PURPOSE CONTACTORS

- A. Description: NEMA ICS 2, AC general purpose magnetic contactor.
- B. Coil operating voltage: 120 volts, 60 Hertz.

- C. Poles: As required to match circuit configuration and control function.
- D. Enclosure: NEMA ICS 6, Type 1.
- E. Accessories:
 - 1. Auxiliary Contacts: One, normally open.

2.03 ACCESSORIES

- A. Auxiliary Contacts: NEMA ICS 2, 2 normally open contacts in addition to seal-in contact.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install enclosed contactors where indicated, in accordance with manufacturer's instructions.
- B. Install enclosed contactors plumb. Provide supports in accordance with Section 26 05 29.

3.02 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform applicable inspections and tests listed in NETA ATS, Section 7.16.1.

END OF SECTION

Not for Bid

SECTION 26 24 16
PANELBOARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Power distribution panelboards.
- B. Lighting and appliance panelboards.
- C. Overcurrent protective devices for panelboards.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Concrete equipment pads.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- C. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- E. Section 26 28 13 - Fuses: Fuses for fusible switches and spare fuse cabinets.

1.03 REFERENCE STANDARDS

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; Federal Specification.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- C. NECA 407 - Standard for Installing and Maintaining Panelboards; National Electrical Contractors Association.
- D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- E. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts; National Electrical Manufacturers Association.
- F. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum); National Electrical Manufacturers Association.
- G. NEMA PB 1 - Panelboards; National Electrical Manufacturers Association.
- H. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less; National Electrical Manufacturers Association (ANSI/NEMA PB 1.1).
- I. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; International Electrical Testing Association (ANSI/NETA ATS).
- J. NFPA 70 - National Electrical Code; National Fire Protection Association.
- K. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations.
- L. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations.
- M. UL 67 - Panelboards.
- N. UL 98 - Enclosed and Dead-Front Switches.
- O. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures.
- P. UL 869A - Reference Standard for Service Equipment.
- Q. UL 943 - Ground-Fault Circuit-Interrupters.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 3. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted panelboards where indicated.
 4. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
 5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.
1. Include characteristic trip curves for each type and rating of overcurrent protective device upon request.
- C. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, overcurrent protective device arrangement and sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
1. Clearly indicate whether proposed short circuit current ratings are fully rated or, where acceptable, series rated systems.
- D. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- E. Project Record Documents: Record actual installed locations of panelboards and actual installed circuiting arrangements.
- F. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store panelboards in accordance with manufacturer's instructions and NECA 407.
- B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- C. Handle carefully in accordance with manufacturer's written instructions to avoid damage to panelboard internal components, enclosure, and finish.

1.08 FIELD CONDITIONS

- A. Maintain ambient temperature within the following limits during and after installation of panelboards:
 - 1. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.

1.09 MAINTENANCE MATERIALS

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Furnish two of each panelboard key.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Eaton Corporation: www.eaton.com.
- B. General Electric Company: www.geindustrial.com.
- C. Schneider Electric; Square D Products: www.schneider-electric.us.
- D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PANELBOARDS - GENERAL REQUIREMENTS

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
 - 1. Altitude: Less than 6,600 feet.
 - 2. Ambient Temperature:
 - a. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.
- C. Short Circuit Current Rating:
 - 1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
 - 2. Listed series ratings are acceptable, except where not permitted by motor contribution according to NFPA 70.
 - 3. Label equipment utilizing series ratings as required by NFPA 70.
- D. Panelboards Used for Service Entrance: Listed and labeled as suitable for use as service equipment according to UL 869A.
- E. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
- F. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
- G. Bussing: Copper, sized in accordance with UL 67 temperature rise requirements.
 - 1. Provide fully rated neutral bus unless otherwise indicated, with a suitable lug for each feeder or branch circuit requiring a neutral connection.
 - 2. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.
 - 3. Provide separate isolated/insulated ground bus where indicated or where isolated grounding conductors are provided.
- H. Conductor Terminations: Suitable for use with the conductors to be installed.
- I. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
 - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
 - a. Indoor Clean, Dry Locations: Type 1.
 - 2. Boxes: Galvanized steel unless otherwise indicated.
 - a. Provide wiring gutters sized to accommodate the conductors to be installed.
 - 3. Fronts:

- a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
- b. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening.
- c. Finish for Painted Steel Fronts: Manufacturer's standard grey unless otherwise indicated.
4. Lockable Doors: Full hinged, door-in- door construction. All locks keyed alike unless otherwise indicated.
5. Metal frame for type written directory
- J. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.

2.03 LIGHTING AND APPLIANCE PANELBOARDS

- A. Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.
- B. Products:
 1. SQD.
 2. General Electric.
 3. Eaton Cutler Hammer.
 4. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Conductor Terminations:
 1. Main and Neutral Lug Material: Copper, suitable for terminating copper conductors only.
 2. Main and Neutral Lug Type: Mechanical.
- D. Bussing:
 1. Phase Bus Connections: Arranged for sequential phasing of overcurrent protective devices.
 2. Phase and Neutral Bus Material: Copper.
 3. Ground Bus Material: Copper.
- E. Circuit Breakers: Thermal magnetic bolt-on type unless otherwise indicated.
- F. Enclosures:
 1. Provide surface-mounted or flush-mounted enclosures as indicated.
 2. Fronts: Provide door-in-door trim with hinged cover for access to load terminals and wiring gutters, and separate lockable hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
 3. Provide metal circuit directory holder mounted on inside of door.
- G. Manufacturers:
 1. SQD or Equal.
 2. Substitutions: See Section 01 60 00 - Product Requirements.
- H. Description: NEMA PB1, circuit breaker type, lighting and appliance branch circuit panelboard.
- I. Panelboard Bus: Copper, ratings as indicated. Provide copper ground bus in each panelboard; provide insulated ground bus where scheduled.
- J. Minimum Integrated Short Circuit Rating: As indicated.
 1. 240 Volt Panelboards: 14,000 amperes rms symmetrical.
 2. 480 Volt Panelboards: 21,000 amperes rms symmetrical.
- K. Molded Case Circuit Breakers: Thermal magnetic trip circuit breakers, bolt-on type, with common trip handle for all poles; UL listed.
 1. Type SWD for lighting circuits.
 2. Type HACR for air conditioning equipment circuits.
 3. Class A ground fault interrupter circuit breakers where scheduled.

4. Do not use tandem circuit breakers, or miniature circuit breakers.
- L. Enclosure: NEMA PB 1, Type 1.
- M. Cabinet Box: 6 inches deep, 20 inches wide for 240 volt and less panelboards, 20 inches wide for 480 volt panelboards.
- N. Cabinet Front: Surface or Surface cabinet front with concealed trim clamps, concealed hinge, metal directory frame, and flush lock all keyed alike. Finish in manufacturer's standard gray enamel.

2.04 OVERCURRENT PROTECTIVE DEVICES

- A. Fusible Switches:
 1. Description: Quick-make, quick-break, dead-front fusible switch units complying with NEMA KS 1, and listed and labeled as complying with UL 98; ratings, configurations, and features as indicated on the drawings.
 2. Fuse Clips: As required to accept indicated fuses.
 3. Provide externally operable handle with means for locking in the OFF position. Provide means for locking switch cover in the closed position. Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.
 4. Conductor Terminations:
 - a. Provide mechanical lugs unless otherwise indicated.
 - b. Lug Material: Copper, suitable for terminating copper conductors only.
- B. Molded Case Circuit Breakers:
 1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
 2. Interrupting Capacity:
 - a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
 - 1) 14000 rms symmetrical amperes at 240 VAC or 208 VAC.
 - 2) 21000 rms symmetrical amperes at 480 VAC.
 - b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
 - c. Series Rated Systems: Provide circuit breakers listed in combination with upstream devices to provide interrupting rating not less than the short circuit current rating indicated.
 3. Conductor Terminations:
 - a. Provide mechanical lugs unless otherwise indicated.
 - b. Lug Material: Copper, suitable for terminating copper conductors only.
 4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
 - a. Provide interchangeable trip units where indicated.
 5. Electronic Trip Circuit Breakers: Furnish solid state, microprocessor-based, true rms sensing trip units.
 - a. Provide the following field-adjustable trip response settings:
 - 1) Long time pickup, adjustable by replacing interchangeable trip unit or by setting dial.
 - 2) Long time delay.
 - 3) Short time pickup and delay.
 - 4) Instantaneous pickup.
 - 5) Ground fault pickup and delay where ground fault protection is indicated.

6. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
7. Provide the following circuit breaker types where indicated:
 - a. Ground Fault Circuit Interrupter (GFCI) Circuit Breakers: Listed as complying with UL 943, class A for protection of personnel.
8. Provide listed switching duty rated circuit breakers with SWD marking for all branch circuits serving fluorescent lighting.
9. Provide listed high intensity discharge lighting rated circuit breakers with HID marking for all branch circuits serving HID lighting.
10. Do not use tandem circuit breakers.
11. Do not use handle ties in lieu of multi-pole circuit breakers.

2.05 SOURCE QUALITY CONTROL

- A. Factory test panelboards according to NEMA PB 1.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that the ratings and configurations of the panelboards and associated components are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive panelboards.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install panelboards securely, in a neat and workmanlike manner in accordance with NECA 1 (general workmanship), NECA 407 (panelboards), and NEMA PB 1.1.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required supports in accordance with Section 26 05 29.
- E. Install panelboards plumb.
- F. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.
- G. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches above the floor or working platform.
- H. Mount floor-mounted power distribution panelboards on properly sized 3 inch high concrete pad constructed in accordance with Section 03 30 00.
- I. Provide minimum of six spare 1 inch trade size conduits out of each flush-mounted panelboard stubbed into accessible space above ceiling and below floor.
- J. Provide grounding and bonding in accordance with Section 26 05 26.
 1. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on isolated/insulated ground bus.
 2. Terminate branch circuit isolated grounding conductors on isolated/insulated ground bus only. Do not terminate on solidly bonded equipment ground bus.
- K. Install all field-installed branch devices, components, and accessories.
- L. Provide fuses complying with Section 26 28 13 for fusible switches as indicated.
- M. Install panelboards in accordance with NEMA PB 1.1 and NECA 1.
- N. Install panelboards plumb. Install recessed panelboards flush with wall finishes, where installed surface mounted secure or anchor panelboard to brick or cinder block wall.

- O. Height: 6 feet to top of panelboard; install panelboards taller than 6 feet with bottom no more than 4 inches above floor.
- P. Provide filler plates to cover unused spaces in panelboards.
- Q. Provide circuit breaker lock-on devices to prevent unauthorized personnel from de-energizing essential loads where indicated. Also provide for the following:
 - 1. Emergency and night lighting circuits.
 - 2. Fire detection and alarm circuits.
 - 3. Communications equipment circuits.
 - 4. Intrusion detection and access control system circuits.
 - 5. Video surveillance system circuits.
- R. Identify panelboards in accordance with Section 26 05 53.
- S. Provide computer-generated circuit directory for each lighting and appliance panelboard and each power distribution panelboard provided with a door, clearly and specifically indicating the loads served. Identify spares and spaces.
- T. Provide typed or neatly handwritten circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes required to balance phase loads.
- U. Provide identification nameplate for each panelboard in accordance with Section 26 05 53.
- V. Provide arc flash warning labels in accordance with NFPA 70.
- W. Provide spare conduits out of each recessed panelboard to an accessible location above ceiling. Identify each as SPARE.
 - 1. Minimum spare conduits: 5 empty 1 inch.
- X. Ground and bond panelboard enclosure according to Section 26 05 26.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Perform inspection, testing, and adjusting in accordance with Section 01 40 00.
- C. Perform field inspection and testing in accordance with Section 01 40 00.
- D. Inspect and test in accordance with NETA ATS, except Section 4.
- E. Fusible Switches: Perform inspections and tests listed in NETA ATS, Section 7.5.1.1.
- F. Test GFCI circuit breakers to verify proper operation.
- G. Test shunt trips to verify proper operation.
- H. Correct deficiencies and replace damaged or defective panelboards or associated components.
- I. Perform inspections and tests listed in NETA STD ATS, Section 7.5 for switches, Section 7.6 for circuit breakers.

3.04 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.
- B. Adjust alignment of panelboard fronts.
- C. Load Balancing: For each panelboard, rearrange circuits such that the difference between each measured steady state phase load does not exceed 20 percent and adjust circuit directories accordingly. Maintain proper phasing for multi-wire branch circuits.

3.05 CLEANING

- A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.

- B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

Not for Bid

SECTION 26 27 17
EQUIPMENT WIRING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical connections to equipment.

1.02 RELATED REQUIREMENTS

- A. Section 26 05 19 - LV Elec. Power Conductors and Cables (600V&Less).
- B. Section 26 05 34 - Conduit.
- C. Section 26 05 37 - Boxes.
- D. Section 26 27 26 - Wiring Devices.
- E. Section 26 28 18 - Enclosed Switches.

1.03 REFERENCE STANDARDS

- A. NEMA WD 1 - General Color Requirements for Wiring Devices; National Electrical Manufacturers Association.
- B. NEMA WD 6 - Wiring Devices - Dimensional Requirements; National Electrical Manufacturers Association.
- C. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
 - 2. Determine connection locations and requirements.
- B. Sequencing:
 - 1. Install rough-in of electrical connections before installation of equipment is required.
 - 2. Make electrical connections before required start-up of equipment.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide wiring device manufacturer's catalog information showing dimensions, configurations, and construction.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

1.07 COORDINATION

- A. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
- B. Determine connection locations and requirements.
- C. Sequence rough-in of electrical connections to coordinate with installation of equipment.
- D. Sequence electrical connections to coordinate with start-up of equipment.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Cords and Caps: NEMA WD 6; match receptacle configuration at outlet provided for equipment.
 - 1. Colors: Conform to NEMA WD 1.
 - 2. Cord Construction: NFPA 70, Type SO, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
 - 3. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Disconnect Switches: As specified in Section 26 28 18 and in individual equipment sections.
- C. Wiring Devices: As specified in Section 26 27 26.
- D. Flexible Conduit: As specified in Section 26 05 34.
- E. Wire and Cable: As specified in Section 26 05 19.
- F. Boxes: As specified in Section 26 05 37.

2.02 EQUIPMENT CONNECTIONS

- A. As required by equipment manufacturer:
 - 1. Electrical Connection: Flexible conduit.
 - 2. Electrical Connection: Cord and plug (NEMA 6-20R).
 - 3. Provide field-installed disconnect switch.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that equipment is ready for electrical connection, wiring, and energization.

3.02 ELECTRICAL CONNECTIONS

- A. Make electrical connections in accordance with equipment manufacturer's instructions.
- B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.
- C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
- D. Provide receptacle outlet to accommodate connection with attachment plug.
- E. Provide cord and cap where field-supplied attachment plug is required.
- F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
- G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.
- H. Install terminal block jumpers to complete equipment wiring requirements.
- I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.
- J. Coolers and Freezers: Cut and seal conduit openings in freezer and cooler walls, floor, and ceilings.

END OF SECTION

SECTION 26 27 26
WIRING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wall switches.
- B. Receptacles.
- C. Wall plates.
- D. Floor box service fittings.

1.02 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 35 - Surface Raceways: Surface raceway systems, including multioutlet assemblies.
- C. Section 26 05 37 - Boxes.
- D. Section 26 05 37 - Boxes.
- E. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- F. Section 26 09 23 - Lighting Control Devices: Devices for automatic control of lighting, including occupancy sensors, in-wall time switches, and in-wall interval timers.
- G. Section 26 27 17 - Equipment Wiring: Cords and plugs for equipment.

1.03 REFERENCE STANDARDS

- A. FS W-C-596 - Connector, Electrical, Power, General Specification for; Federal Specification.
- B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification); Federal Specification.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- D. NEMA WD 1 - General Color Requirements for Wiring Devices; National Electrical Manufacturers Association.
- E. NEMA WD 6 - Wiring Device -- Dimensional Specifications; National Electrical Manufacturers Association.
- F. NFPA 70 - National Electrical Code; National Fire Protection Association.
- G. UL 20 - General-Use Snap Switches.
- H. UL 498 - Attachment Plugs and Receptacles.
- I. UL 514D - Cover Plates for Flush-Mounted Wiring Devices.
- J. UL 943 - Ground-Fault Circuit-Interrupters.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
 - 2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.
 - 3. Coordinate the placement of outlet boxes for wall switches with actual installed door swings.

4. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
5. Notify Architect of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- D. Operation and Maintenance Data:
 1. GFCI Receptacles: Include information on status indicators.
- E. Project Record Documents: Record actual installed locations of wiring devices.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Products: Listed, classified, and labeled as suitable for the purpose intended.

1.07 DELIVERY, STORAGE, AND PROTECTION

- A. Store in a clean, dry space in original manufacturer's packaging until ready for installation.

1.08 EXTRA MATERIALS

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Furnish two of each style, size, and finish wall plate.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Hubbell Incorporated; : www.hubbell-wiring.com.
- B. Leviton Manufacturing Company, Inc; : www.leviton.com.
- C. Lutron Electronics Company, Inc: www.lutron.com.
- D. Pass & Seymour, a brand of Legrand North America, Inc; : www.legrand.us
- E. Cooper Wiring Devices: www.cooperwiringdevices.com.
- F. Leviton Manufacturing, Inc: www.leviton.com.
- G. Substitutions: See Section 01 60 00 - Product Requirements.
- H. Substitutions: See Section 01 60 00 - Product Requirements.
- I. Source Limitations: Where possible, provide products for each type of wiring device produced by a single manufacturer and obtained from a single supplier.
- J. Source Limitations: Where wall controls are furnished as part of lighting control system, provide accessory matching receptacles and wallplates by the same manufacturer in locations indicated.

2.02 WIRING DEVICE APPLICATIONS

- A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
- B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.
- C. Provide weather resistant GFCI receptacles with specified weatherproof covers for receptacles installed outdoors or in damp or wet locations.
- D. Provide GFCI protection for receptacles installed within 6 feet of sinks.
- E. Provide GFCI protection for receptacles installed in kitchens.
- F. Provide GFCI protection for receptacles serving electric drinking fountains.
- G. Unless noted otherwise, do not use combination switch/receptacle devices.
- H. For flush floor service fittings, use carpet flanges for installations in carpeted floors.

2.03 WIRING DEVICE FINISHES

- A. Provide wiring device finishes as described below unless otherwise indicated.
- B. Wiring Devices, Unless Otherwise Indicated: Black with stainless steel wall plate.

2.04 ALL WIRING DEVICES

- A. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.
- B. Finishes:

2.05 WALL SWITCHES

- A. Manufacturers:
 - 1. Hubbell Incorporated; : www.hubbell-wiring.com.
 - 2. Leviton Manufacturing Company, Inc; : www.leviton.com.
 - 3. Pass & Seymour, a brand of Legrand North America, Inc; : www.legrand.us
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Wall Switches - General Requirements: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.
 - 1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.
- C. Standard Wall Switches: Commercial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw, double pole single throw, three way, or four way as indicated on the drawings.
 - 1. Products:
 - a. Hubbell Wiring Devices.
 - b. Leviton.
 - c. Pass & Seymour.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Wall Switches: Heavy Duty, AC only general-use snap switch, complying with NEMA WD 6 and WD 1.
 - 1. Body and Handle: Black plastic with toggle handle.
 - 2. Ratings:
 - a. Voltage: 120 - 277 volts, AC.
 - b. Current: 20 amperes.
 - 3. Ratings: Match branch circuit and load characteristics.
- E. Switch Types: Single pole, double pole, 3-way, and 4-way.

2.06 RECEPTACLES

- A. Manufacturers:
 - 1. Hubbell Incorporated; : www.hubbell-wiring.com.
 - 2. Leviton Manufacturing Company, Inc; : www.leviton.com.
 - 3. Pass & Seymour, a brand of Legrand North America, Inc; : www.legrand.us
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
 - 1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
 - 2. NEMA configurations specified are according to NEMA WD 6.
- C. Convenience Receptacles:
 - 1. Standard Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.
 - a. Products:
 - 1) Hubbell Wiring Devices.
 - 2) Leviton.
 - 3) Pass & Seymour.
 - 4) Substitutions: See Section 01 60 00 - Product Requirements.
- D. GFCI Receptacles:
 - 1. GFCI Receptacles - General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.
 - a. Provide test and reset buttons of same color as device.
- E. Receptacles: Heavy duty, complying with NEMA WD 6 and WD 1.
 - 1. Device Body: Black plastic.
 - 2. Configuration: NEMA WD 6, type as specified and indicated.
- F. Convenience Receptacles: Type 5 - 20.
- G. Single Convenience Receptacles.
- H. Duplex Convenience Receptacles.
- I. GFCI Receptacles: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.

2.07 TELEPHONE JACKS

- A. Product: AMP manufacturing
- B. Substitutions: See Section 01 60 00 - Product Requirements.

2.08 WALL PLATES

- A. Manufacturers:
 - 1. Hubbell Incorporated; : www.hubbell-wiring.com.
 - 2. Leviton Manufacturing Company, Inc; : www.leviton.com.
 - 3. Pass & Seymour, a brand of Legrand North America, Inc; : www.legrand.us
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Wall Plates: Comply with UL 514D.
 - 1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
 - 2. Size: Standard; .

3. Screws: Metal with slotted heads finished to match wall plate finish.
- C. Stainless Steel Wall Plates: Brushed satin finish, Type 302 stainless steel.
- D. Decorative Cover Plates: stainless steel.
- E. Jumbo Cover Plates: stainless steel.
- F. Weatherproof Cover Plates: Gasketed cast metal with hinged cover.

2.09 FLOOR BOX SERVICE FITTINGS

- A. Manufacturers:
 1. Hubbell Incorporated; : www.hubbell-wiring.com.
 2. Thomas & Betts Corporation; : www.tnb.com.
 3. Wiremold, a brand of Legrand North America, Inc; : www.legrand.us
 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: Service fittings compatible with floor boxes provided under Section 26 05 37 with components, adapters, and trims required for complete installation.
- C. Above-Floor Service Fittings:
 1. Single Service Pedestal Convenience Receptacles:
 - a. Configuration: One standard convenience duplex receptacle.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
- C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
- D. Verify that final surface finishes are complete, including painting.
- E. Verify that floor boxes are adjusted properly.
- F. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- G. Verify that openings in access floor are in proper locations.
- H. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.03 INSTALLATION

- A. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Perform work in a neat and workmanlike manner in accordance with NECA 1, including mounting heights specified in that standard unless otherwise indicated.
- C. Coordinate locations of outlet boxes provided under Section 26 05 37 as required for installation of wiring devices provided under this section.
 1. Mounting Heights: Unless otherwise indicated, as follows:
 - a. Receptacles: 18 inches above finished floor or 6 inches above counter.
- D. Install wiring devices in accordance with manufacturer's instructions.

- E. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- F. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.
- G. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- H. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- I. Install securely, in a neat and workmanlike manner, as specified in NECA 1.
- J. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- K. Install wall switches with OFF position down.
- L. Do not share neutral conductor on branch circuits utilizing wall dimmers.
- M. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
- N. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
- O. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.
- P. Install receptacles with grounding pole on top.
- Q. Connect wiring device grounding terminal to outlet box with bonding jumper.
- R. Install decorative plates on switch, receptacle, and blank outlets in finished areas.
- S. Connect wiring devices by wrapping conductor around screw terminal.
- T. Use jumbo size plates for outlets installed in masonry walls.
- U. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.

3.04 INTERFACE WITH OTHER PRODUCTS

- A. Coordinate locations of outlet boxes provided under Section 26 05 37 to obtain mounting heights.
- B. Install wall switch 48 inches above finished floor.
- C. Install convenience receptacle 18 inches above finished floor.
- D. Install convenience receptacle 6 inches above backsplash of counter.
- E. Install telephone jack 18 inches above finished floor.
- F. Install telephone jack for side-reach wall telephone to position top of telephone at 54 inches above finished floor.
- G. Install telephone jack for forward-reach wall telephone to position top of telephone at 48 inches above finished floor.
- H. Coordinate installation of access floor boxes with access floor system provided under Section 09 69 00.
- I. Coordinate the installation of wiring devices with underfloor duct service fittings provided under Section 26 05 40.

3.05 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Perform field inspection, testing, adjusting, and balancing in accordance with Section 01 40 00.
- C. Inspect each wiring device for damage and defects.
- D. Operate each wall switch, wall dimmer, and fan speed controller with circuit energized to verify proper operation.
- E. Operate each wall switch with circuit energized and verify proper operation.
- F. Verify that each receptacle device is energized.
- G. Test each receptacle to verify operation and proper polarity.
- H. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.
- I. Correct wiring deficiencies and replace damaged or defective wiring devices.
- J. Verify that each telephone jack is properly connected and circuit is operational.

3.06 ADJUSTING

- A. Adjust devices and wall plates to be flush and level.

3.07 CLEANING

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

END OF SECTION

Not for Bid

Not for Bid

SECTION 26 28 13

FUSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fuses.

1.02 RELATED REQUIREMENTS

- A. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- B. Section 26 24 19 - Motor-Control Centers: Fusible switches.
- C. Section 26 28 18 - Enclosed Switches: Fusible switches.

1.03 REFERENCE STANDARDS

- A. NEMA FU 1 - Low Voltage Cartridge Fuses; National Electrical Manufacturers Association.
- B. NFPA 70 - National Electrical Code; National Fire Protection Association.
- C. UL 248-1 - Low-Voltage Fuses - Part 1: General Requirements.
- D. UL 248-12 - Low-Voltage Fuses - Part 12: Class R Fuses.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate fuse clips furnished in equipment provided under other sections for compatibility with indicated fuses.
 - a. Fusible Switches for Motor Control Centers: See Section 26 24 19.
 - b. Fusible Enclosed Switches: See Section 26 28 18.
 - 2. Coordinate fuse requirements according to manufacturer's recommendations and nameplate data for actual equipment to be installed.
 - 3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard data sheets including voltage and current ratings, interrupting ratings, time-current curves, and current limitation curves.
- C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
 - 2. Extra Fuses: One set(s) of three for each type and size installed.
 - 3. Fuse Pullers: One set(s) compatible with each type and size installed.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.
- D. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience and with service facilities within 100 miles of Project.

- E. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.07 MAINTENANCE MATERIALS

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Furnish two fuse pullers.
- C. Furnish three of each size and type fuse installed.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Bussmann, a division of Eaton Corporation: www.cooperindustries.com.
- B. Mersen (formerly Ferraz Shawmut): ferrazshawmut.mersen.com.
- C. Littelfuse, Inc: www.littelfuse.com.
- D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 APPLICATIONS

- A. Feeders:
 - 1. Fusible Switches up to 600 Amperes: Class RK1, time-delay.
- B. General Purpose Branch Circuits: Class RK1, time-delay.
- C. Individual Motor Branch Circuits: Class RK1, time-delay.

2.03 FUSES

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless specifically indicated to be excluded, provide fuses for all fusible equipment as required for a complete operating system.
- C. Provide fuses of the same type, rating, and manufacturer within the same switch.
- D. Comply with UL 248-1.
- E. Unless otherwise indicated, provide cartridge type fuses complying with NEMA FU 1, Class and ratings as indicated.
- F. Voltage Rating: Suitable for circuit voltage.
- G. Class R Fuses: Comply with UL 248-12.
- H. Power Load Feeder Switches: Class RK1 (time delay).
- I. Motor Load Feeder Switches: Class RK1 (time delay).
- J. Other Feeder Switches: Class RK1 (time delay).
- K. General Purpose Branch Circuits: Class RK1 (time delay).
- L. Motor Branch Circuits: Class L time delay.

2.04 CLASS RK1 (TIME DELAY) FUSES

- A. Manufacturers:
 - 1. Bussman Corp.
 - 2. Little Fuse
 - 3. Mersen
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Construction: Current limiting, dual-element fuse, 10 seconds minimum at 500% rated amps, with copper fuse element.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that fuse ratings are consistent with circuit voltage and manufacturer's recommendations and nameplate data for equipment.
- B. Verify that mounting surfaces are ready to receive spare fuse cabinet.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Do not install fuses until circuits are ready to be energized.
- B. Install fuses with label oriented such that manufacturer, type, and size are easily read.

END OF SECTION

Not for Bid

Not for Bid

SECTION 26 28 18
ENCLOSED SWITCHES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Enclosed safety switches.
- B. Fusible switches.
- C. Nonfusible switches.

1.02 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- D. Section 26 28 13 - Fuses.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association.
- C. NEMA FU 1 - Low Voltage Cartridge Fuses; National Electrical Manufacturers Association.
- D. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum); National Electrical Manufacturers Association.
- E. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; International Electrical Testing Association (ANSI/NETA ATS).
- F. NFPA 70 - National Electrical Code; National Fire Protection Association.
- G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations.
- H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations.
- I. UL 98 - Enclosed and Dead-Front Switches.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the work with other trades. Avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and within working clearances for electrical equipment required by NFPA 70.
 - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 3. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
 - 4. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for enclosed switches and other installed components and accessories.

- C. Shop Drawings: Indicate outline and support point dimensions, voltage and current ratings, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
- D. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.
- E. Project Record Documents: Record actual locations of enclosed switches.
- F. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed switch internal components, enclosure, and finish.

1.08 FIELD CONDITIONS

- A. Maintain ambient temperature between -22 degrees F and 104 degrees F during and after installation of enclosed switches.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Eaton Corporation: www.eaton.com.
- B. General Electric Company: www.geindustrial.com.
- C. Schneider Electric; Square D Products: www.schneider-electric.us.
- D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 ENCLOSED SAFETY SWITCHES

- A. Description: Quick-make, quick-break enclosed safety switches listed and labeled as complying with UL 98; heavy duty; ratings, configurations, and features as indicated on the drawings.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
 - 1. Altitude: Less than 6,600 feet.
 - 2. Ambient Temperature: Between -22 degrees F and 104 degrees F.
- D. Horsepower Rating: Suitable for connected load.
- E. Voltage Rating: Suitable for circuit voltage.
- F. Provide with switch blade contact position that is visible when the cover is open.
- G. Fuse Clips for Fusible Switches: As required to accept fuses indicated.
 - 1. Where NEMA Class R fuses are installed, provide rejection feature to prevent installation of fuses other than Class R.

- H. Conductor Terminations: Suitable for use with the conductors to be installed.
- I. Provide insulated, groundable fully rated solid neutral assembly where a neutral connection is required, with a suitable lug for terminating each neutral conductor.
- J. Provide solidly bonded equipment ground bus in each enclosed safety switch, with a suitable lug for terminating each equipment grounding conductor.
- K. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
 - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
 - a. Indoor Clean, Dry Locations: Type 1.
 - b. Outdoor Locations: Type 3R.
- L. Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.
- M. Heavy Duty Switches:
 - 1. Products:
 - a. Schneider Electric.
 - b. Eaton Corp.
 - c. General Electric Co..
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
 - 2. Comply with NEMA KS 1.
 - 3. Conductor Terminations:
 - a. Provide mechanical lugs unless otherwise indicated.
 - b. Lug Material: Copper, suitable for terminating copper conductors only.
 - 4. Provide externally operable handle with means for locking in the OFF position, capable of accepting three padlocks.

2.03 COMPONENTS

- A. Fusible Switch Assemblies: NEMA KS 1, Type HD enclosed load interrupter knife switch.
 - 1. Externally operable handle interlocked to prevent opening front cover with switch in ON position.
 - 2. Handle lockable in OFF position.
 - 3. Fuse clips: Designed to accommodate NEMA FU1, Class R fuses.
- B. Nonfusible Switch Assemblies: NEMA KS 1, Type HD enclosed load interrupter knife switch.
 - 1. Externally operable handle interlocked to prevent opening front cover with switch in ON position.
 - 2. Handle lockable in OFF position.
- C. Enclosures: NEMA KS 1.
 - 1. Interior Dry Locations: Type 1.
 - 2. Exterior Locations: Type 3R.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that the ratings of the enclosed switches are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive enclosed safety switches.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install enclosed switches in accordance with manufacturer's instructions.

- B. Install enclosed switches securely, in a neat and workmanlike manner in accordance with NECA 1.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required supports in accordance with Section 26 05 29.
- E. Install enclosed switches plumb.
- F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed switches such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.
- G. Provide grounding and bonding in accordance with Section 26 05 26.
- H. Provide fuses complying with Section 26 28 13 for fusible switches as indicated or as required by equipment manufacturer's recommendations.
- I. Identify enclosed switches in accordance with Section 26 05 53.
- J. Provide identification nameplate for each enclosed switch in accordance with Section 26 05 53.
- K. Provide arc flash warning labels in accordance with NFPA 70.
- L. Install fuses in fusible disconnect switches.
- M. Apply adhesive tag on inside door of each fused switch indicating NEMA fuse class and size installed.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Perform field inspection, testing, and adjusting in accordance with Section 01 40 00.
- C. Inspect and test in accordance with NETA ATS, except Section 4.
- D. Perform inspections and tests listed in NETA ATS, Section 7.5.1.1.
- E. Correct deficiencies and replace damaged or defective enclosed safety switches or associated components.

3.04 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.05 CLEANING

- A. Clean dirt and debris from switch enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

SECTION 26 43 00
SURGE PROTECTIVE DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surge protective devices for service entrance locations.
- B. Surge protective devices for distribution locations.

1.02 RELATED REQUIREMENTS

- A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- B. Section 26 27 26 - Wiring Devices: Receptacles with integral surge protection.
- C. Section 26 24 13 - Switchboards.
- D. Section 26 24 16 - Panelboards.
- E. Section 27 10 05 - Structured Cabling for Voice and Data - Inside-Plant: Protectors for communications service entrance.

1.03 ABBREVIATIONS AND ACRONYMS

- A. EMI/RFI: Electromagnetic Interference/Radio Frequency Interference.
- B. SPD: Surge Protective Device.

1.04 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association.
- C. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; International Electrical Testing Association (ANSI/NETA ATS).
- D. NFPA 70 - National Electrical Code; National Fire Protection Association.
- E. UL 1449 - Standard for Surge Protective Devices.

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate size and location of overcurrent device compatible with the actual surge protective device and location to be installed. Notify Architect of any conflicts or deviations from the contract documents to obtain direction prior to ordering equipment.

1.06 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Include detailed component information, voltage, surge current ratings, repetitive surge current capacity, voltage protection rating (VPR) for all protection modes, maximum continuous operating voltage (MCOV), nominal discharge current (I-n), short circuit current rating (SCCR), connection means including any required external overcurrent protection, enclosure ratings, outline and support point dimensions, weight, service condition requirements, and installed features.
 - 1. SPDs with EMI/RFI filter: Include noise attenuation performance.
- C. Shop Drawings: Include wiring diagrams showing all factory and field connections with wire and circuit breaker/fuse sizes.
- D. Certificates: Manufacturer's documentation of listing for compliance with the following standards:
 - 1. UL 1449.

2. UL 1283 (for Type 2 SPDs).
- E. Manufacturer's Installation Instructions: Include application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- F. Operation and Maintenance Data: Include information on status indicators and recommended maintenance procedures and intervals.
- G. Warranty: Submit sample of manufacturer's warranty and documentation of final executed warranty completed in Owner's name and registered with manufacturer.
- H. Project Record Documents: Record actual connections and locations of surge protective devices.

1.07 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.08 DELIVERY, STORAGE, AND PROTECTION

- A. Store in a clean, dry space in accordance with manufacturer's written instructions.

1.09 FIELD CONDITIONS

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.

1.10 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Manufacturer's Warranty: Provide minimum five year warranty covering repair or replacement of surge protective devices showing evidence of failure due to defective materials or workmanship.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design: Schneider Electric; Square D Brand Surge Logic Products as indicated under product article(s) below; www.surge logic.com.
- B. Factory-installed, Internally Mounted Surge Protective Devices:
 1. Same as manufacturer of equipment containing surge protective device, to provide a complete listed assembly including SPD.
- C. Source Limitations: Furnish surge protective devices produced by a single manufacturer and obtained from a single supplier.

2.02 SURGE PROTECTIVE DEVICES - GENERAL REQUIREMENTS

- A. Description: Factory-assembled surge protective devices (SPDs) for 60 Hz service; listed, classified, and labeled as suitable for the purpose intended; system voltage as indicated on the drawings.
- B. Protected Modes:
 1. Wye Systems: L-N, L-G, N-G, L-L.
- C. UL 1449 Voltage Protection Ratings (VPRs):
 1. Equivalent to basis of design.

- D. UL 1449 Maximum Continuous Operating Voltage (MCOV): Not less than 115% of nominal system voltage.
- E. Enclosure Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
 - 1. Indoor clean, dry locations: Type 1.
- F. Mounting for Field-installed, Externally Mounted SPDs: Unless otherwise indicated, as specified for the following locations:
- G. Equipment Containing Factory-installed, Internally Mounted SPDs: Listed and labeled as a complete assembly including SPD.
 - 1. Switchboards: See Section 26 24 13.

2.03 SURGE PROTECTIVE DEVICES FOR SERVICE ENTRANCE LOCATIONS

- A. Unless otherwise indicated, provide field-installed, externally mounted or factory-installed, internally mounted SPDs.
- B. List and label as complying with UL 1449, Type 1 when connected on line side of service disconnect overcurrent device and Type 1 or 2 when connected on load side of service disconnect overcurrent device.
- C. Provide SPDs utilizing field-replaceable modular or non-modular protection circuits.
- D. Surge Current Rating: Not less than 120 kA per mode/240 kA per phase.
- E. Repetitive Surge Current Capacity: Not less than 5,000 impulses.
- F. UL 1449 Nominal Discharge Current (I-n): 20 kA.
- G. UL 1449 Short Circuit Current Rating (SCCR): Not less than the available fault current at the installed location as indicated on the drawings.
- H. Diagnostics:
 - 1. Protection Status Monitoring: Provide indicator lights to report the protection for each phase.
 - 2. Alarm Notification: Provide indicator light and audible alarm to report alarm condition. Provide button to manually silence audible alarm.
- I. Basis of Design: Schneider Electric; Square D Brand Surgelocic Products; www.surgelocic.com.
 - 1. Field-installed, Externally Mounted Surge Protective Devices:
 - a. EMA Series: Replaceable modules; 200 kA SCCR; individually fused MOVs, thermal fusing; dry contacts; EMI/RFI filtering; surge counter; duty cycle tested for 20,000 impulses; 10 year warranty.
 - 2. Factory-installed, Internally Mounted Surge Protective Devices:
 - a. IMA Series: Replaceable modules; 200 kA SCCR; individually fused MOVs, thermal fusing; dry contacts; EMI/RFI filtering; surge counter; duty cycle tested for 20,000 impulses; 10 year warranty.

2.04 SURGE PROTECTIVE DEVICES FOR DISTRIBUTION LOCATIONS

- A. Unless otherwise indicated, provide field-installed, externally mounted or factory-installed, internally mounted SPDs.
- B. List and label as complying with UL 1449, Type 1 or Type 2.
- C. Provide SPDs utilizing field-replaceable modular or non-modular protection circuits.
- D. Surge Current Rating: Not less than 80 kA per mode/160 kA per phase.
- E. UL 1449 Nominal Discharge Current (I-n): 20 kA.

- F. UL 1449 Short Circuit Current Rating (SCCR): Not less than the available fault current at the installed location as indicated on the drawings.
- G. Diagnostics:
 - 1. Protection Status Monitoring: Provide indicator lights to report the protection status for each phase.
 - 2. Alarm Notification: Provide indicator light and audible alarm to report alarm condition. Provide button to manually silence audible alarm.
- H. Provide surge rated integral disconnect switch for SPDs not connected to a dedicated circuit breaker or fused switch or not direct bus connected.
- I. Basis of Design: Schneider Electric; Square D Brand SurgeLogic Products; www.surgeologic.com.
 - 1. Field-installed, Externally Mounted Surge Protective Devices:
 - a. EMA Series: Replaceable modules; 200 kA SCCR; individually fused MOVs, thermal fusing; dry contacts; EMI/RFI filtering; surge counter; duty cycle tested for 20,000 impulses; 10 year warranty.
 - 1) Furnished with integral switch option where indicated.
 - 2. Factory-installed, Internally Mounted Surge Protective Devices:
 - a. IMA Series: Replaceable modules; 200 kA SCCR; individually fused MOVs, thermal fusing; dry contacts; EMI/RFI filtering; surge counter; duty cycle tested for 20,000 impulses; 10 year warranty.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that the service voltage and configuration marked on the SPD are consistent with the service voltage and configuration at the location to be installed.
- C. Verify that electrical equipment is ready to accept connection of the SPD and that installed overcurrent device is consistent with requirements of the drawings and manufacturer's instructions.
- D. Verify system grounding and bonding is in accordance with Section 26 05 26, including bonding of neutral and ground for service entrance and separately derived systems where applicable. Do not energize SPD until deficiencies have been corrected.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Perform work in a neat and workmanlike manner in accordance with NECA 1.
- B. Install SPD in accordance with manufacturer's instructions.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide conductors with minimum ampacity as indicated on the drawings, as required by NFPA 70, and not less than manufacturer's recommended minimum conductor size.
- E. Install conductors between SPD and equipment terminations as short and straight as possible, not exceeding manufacturer's recommended maximum conductor length. Breaker locations may be reasonably rearranged in order to provide leads as short and straight as possible. Twist conductors together to reduce inductance.
- F. Do not energize SPD until bonding of neutral and ground for service entrance and separately derived systems is complete in accordance with Section 26 05 26 where applicable. Replace SPDs damaged by improper or missing neutral-ground bond.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Perform inspection, testing, and adjusting in accordance with Section 01 40 00.
- C. Inspect and test in accordance with NETA ATS, except Section 4.
- D. Perform inspections and tests listed in NETA ATS Section 7.19.1.
- E. Procure services of a qualified manufacturer's representative to observe installation and assist in inspection, testing, and adjusting. Include manufacturer's reports with field quality control submittals.

3.04 CLEANING

- A. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

Not for Bid