



Delaware Technical Community College

Terry Campus Generator Replacement

Dover, Delaware

PROJECT MANUAL BID DOCUMENTS

GIPE ASSOCIATES, INC. PROJECT: 15101

June 24, 2016



Gipe Associates, Inc.
CONSULTING ENGINEERS

Mechanical | Electrical | Plumbing

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OF THE PROJECT MANUAL

FOR

DELAWARE TECHNICAL COMMUNITY COLLEGE TERRY CAMPUS

GENERATOR REPLACEMENT

DOVER, KENT COUNTY, DELAWARE

BID DOCUMENTS

GIPE ASSOCIATES, INC. PROJECT No. 15101

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PART 1 GENERAL

1.1 DESCRIPTION

- A. Copy of the Bid Invitation Form is bound herein.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

DRAFT

**Delaware Technical Community College Terry Campus Generator Replacement
PUBLIC NOTICE
INVITATION TO BIDDERS**

TITLE: Delaware Technical Community College Terry Campus Generator Replacement
Dover, Kent County, Delaware

Sealed Bids for this project shall be accepted by Delaware Technical Community College, Terry Campus, 100 Campus Drive, Dover, Delaware 19904, Building #700, Room 741 in the Office Area, until 2:00 p.m. local time on Friday, August 12, 2016, at which time they shall be opened and read aloud.

The Scope of Work under this contract includes all plant, labor, materials, tools, equipment, superintendence, transportation and performing all work in strict accordance with the Specifications and Drawings for the replacement of the generator at the 700 Building with a new 500kW generator, and replacing the generator at the 100 Building with the existing 250kW generator from the 700 Building. All work shall commence on the date of issuance of the Notice to Proceed and shall be completed and operational within one hundred fifty (150) calendar days thereafter.

All Bids shall be Lump Sum Amount, including unit prices as scheduled. A Bid Security in the amount of 10% of the Base Bid must accompany each bid. 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 (2) calendar days' notice by certified delivery, facsimile machine or electronic means to those bidders receiving plans. All responsive Bids shall be held valid for at least ninety (90) calendar days after the Bid Opening date.

Sealed bids shall be addressed to the DTCC, Department of Administrative Services, Delaware Technical Community College, Terry Campus, Dover, Delaware. The outer envelope should clearly indicate: "Terry Campus Generator Replacement, Delaware Technical Community College, Terry Campus, Dover, Delaware."

Bidding Documents may be examined at the following locations:

Gipe Associates, Inc.
8719 Brooks Drive
Easton, Maryland 21601
(410) 822-8688

Delaware Technical Community College, Terry Campus
Building #700, Room #741
100 Campus Drive
Dover, Delaware 19904
(302) 857-1813

Contractors that intend to submit an aggregate bid may obtain a maximum of three (3) sets of drawings and specifications from Gipe Associates, Inc. upon a deposit of \$150.00 per set. Checks shall be made payable to the Gipe Associates, Inc. Bidding Documents will be available for purchase at the Pre-Bid Conference and at Gipe Associates, Inc. thereafter. The deposit shall include an electronic set of documents. Checks shall be made payable to the Owner Gipe Associates, Inc.. The deposit will be refunded only if the documents are returned in good condition within ten (10) days after the bid date. Beyond the ten (10) days, the deposit shall be forfeited. The documents shall be returned whole in original binders. If pages have been removed or if the documents have been separated, the deposit will not be refunded. The drawings shall not bear excessive markings. If in the opinion of the Engineer, the markings obscure or render the drawings or parts thereof illegible, the deposit will not be refunded. The deposit will also be refunded in the event that a Contractor, having received documents and then deciding not to bid, returns the documents in good condition, as set forth above, within five (5) calendar days after receiving them. Beyond the five (5) days, the deposit shall be

forfeited.

All contractors are subject to state-mandated prevailing wage rates.

Contractors that intend to submit a bid for the project shall obtain their drawings and specifications only from Gipe Associates, Inc., who will be maintaining a bidder list for review by other bidders, subcontractors, and suppliers. Only bidders identified on the list shall receive copy of addenda, clarifications, or other bid revisions.

A MANDATORY Pre-Bid Conference will be conducted on Friday, July 29, 2016, at 2:00 p.m. at the Delaware Technical Community College, Terry Campus, 100 Campus Drive, Dover, Delaware 19904. Bidders attending should plan to meet at Building #700, Room 741.

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 or sex in consideration of this award.

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SECTION 002000: INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 DESCRIPTION

- A. The Instructions to Bidders, AIA Document A701, 1997 edition, as modified.
- B. Copy of AIA Document A701 - 1997 editions bound herein.
- C. Supplementary Instructions to Bidders as attached in Section 002100.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

AIA Document A701 - 1997

Instructions to Bidders

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ARTICLE 1 DEFINITIONS

Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is 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.

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted



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from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

2.1 The Bidder by making a Bid represents that:

2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

2.1.2 The Bid is made in compliance with the Bidding Documents.

2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

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

ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona-fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.4 The Owner 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.

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3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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 at once report to the Architect errors, inconsistencies or ambiguities discovered.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS

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

3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is on the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of 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 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

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LE 4 BIDDING PROCEDURES

1 PREPARATION OF BIDS

- 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.
- 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.
- 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."
- 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.
- 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. 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 the agent's authority to bind the Bidder.

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2 BID SECURITY

- 1 Each Bid shall be accompanied by a bid security in the form and amount required if stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Paragraph 6.2.

4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

4.3 SUBMISSION OF BIDS

4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the



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Bidder's name and address and, if applicable, the designated portion of the Work for which a Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

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

4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or 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.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

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5.3.2 The Owner shall have the right to accept Alternates in any order or combination, less otherwise specifically provided in the Bidding Documents, and to determine the low bid on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

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6.3 SUBMITTALS

6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.



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AIA DOCUMENT A701 - 1997
INSTRUCTIONS TO BIDDERS

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

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7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be secured through the Bidder's usual sources.

7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph 7.2.1.

7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

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

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

8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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.

THIS DOCUMENT HAS IMPORTANT
LEGAL CONSEQUENCES.
CONSULTATION WITH AN
ATTORNEY IS ENCOURAGED WITH
RESPECT TO ITS COMPLETION OR
MODIFICATION. AUTHENTICATION
OF THIS ELECTRONICALLY
DRAFTED AIA DOCUMENT MAY BE
MADE BY USING AIA DOCUMENT
D401.



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INSTRUCTIONS TO BIDDERS

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SECTION 002100: SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 DESCRIPTION

- A. The Supplementary Instructions to Bidders is bound herein.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

DRAFT

SECTION 002100: SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplements modify "Instructions to Bidders", AIA Document A701, 1997 Edition. Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, the unaltered portions of the Instructions to Bidders shall remain in effect.

ARTICLE 1 - DEFINITIONS

Add the following:

- 1.10 Whenever the word "Architect" shall appear on standard printed documents published by the American Institute of Architects (AIA), it shall mean "Engineer" and shall refer to Gipe Associates, Inc. or its appointed staff or sub-consultant.
- 1.11 Wherever the word "Owner" shall appear on standard printed document published by the American Institute of Architects (AIA), it shall mean the Delaware Technical Community College (DTCC).

ARTICLE 2 – BIDDER'S REPRESENTATIONS

Add the following

- 2.1.5 The Bidders may arrange site visits to the site by contacting Ray Parsons or Bill Smallwood, with Delaware Technical Community College. Contact information is as follows:

Ray Parsons
Email: rpardon3@dtcc.edu
Office: (302) 857-1814
Mobile: (302) 535-5746

William (Bill) Smallwood
wsmallw@dtcc.edu
(302) 857-1814
(302) 540-4096

ARTICLE 3 - BIDDING DOCUMENTS**3.1 - COPIES**

Delete present 3.1.1. and insert new as follows:

- 3.1.1. "Bidders may obtain complete sets of the bidding documents as designated in the Bid Solicitation".

Add the following:

- 3.1.5 Direct inquiries and request for information (AIA G716) to: Gipe Associates, ATTN: Chris Holden, Fax (410) 822-6306, cholden@gipe.net no later than seven (7) days prior to bid due date.

3.3 – SUBSTITUTIONS

Add new paragraph:

- 3.3.5 "Refer to Section 016000 Product Requirements Substitutions for additional requirement and procedures regarding substitutions."

ARTICLE 4 - BIDDING PROCEDURES

4.2 - BID SECURITY

- 4.2.1 Delete the last sentence, "The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2."

Add new paragraphs:

- 4.2.4 "Bid security is required and shall be in the amount of ten percent (10%) of the base bid amount, shall be a surety bond written in the form of AIA Document A310 - Bid Bond, by a company satisfactory to the Owner, or equivalent." (A copy of AIA Document A310 – Bid Bond is enclosed at the end of this Section.)

- 4.2.5 "Bids shall be accompanied by a Bid Guaranty, which shall either be a certified check made payable to the Delaware Technical Community College or a bond in a form by a surety company approved by the Delaware Technical Community College ".

4.3 - SUBMISSION OF BIDS

Add new paragraph:

- 4.3.5 "Bids must be enclosed in sealed envelopes as described above and in the Bid Solicitation".

4.4 - MODIFICATION OR WITHDRAWAL OF BID

Add new paragraph:

- 4.4.5 "The bid shall be held open by bidders for acceptance for ninety (90) days. This time period shall be irrevocable."

ARTICLE 6 - POST BID INFORMATION

6.1 – CONTRACTOR'S QUALIFICATION STATEMENT

Add the following:

- 6.1.1 Bidder shall execute A-305 Contractor Qualification Statement and submit with Bid Form.

6.2 – OWNER'S FINANCIAL CAPABILITY

Delete paragraph 6.2 in its entirety.

6.3 - SUBMITTALS

Delete present 6.3.1 and insert new as follows:

- 6.3.1: "The bidder shall submit a list of subcontractors with names and addresses of all subcontractors identified on the Subcontractor's Listing Form with Bid Form at

time of Bid. List all subcontractors/suppliers whose percent of work is 5% or greater. Types of work not listed indicate that the Contractor intends to perform the work with his own force. Failure of Contractor to list subcontractors may result in disqualification of bid. "

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

7.1 - BOND REQUIREMENTS

Add new paragraphs:

- 7.1.4 "The Contractor shall provide a Performance Bond in the amount of one hundred percent (100%) of the Contract Award written in the standard form of AIA Document A312. The cost of the bond shall be paid by the Contractor and included in his Bid." (AIA Document A312 Performance Bond is enclosed at the end of Division 0 Contracting Requirements.)
- 7.1.5 "The Contractor shall provide a Labor and Material Payment Bond in the amount of one hundred percent (100%) of the Contract Award written in the standard form of AIA Document A312. The cost of the bond shall be paid by the Contractor and included in his Bid." (AIA Document 312 – Payment Bond is enclosed at the end of Division 0 Contracting Requirements.)
- 7.1.6 "Bonds shall be written by companies satisfactory to the Owner and licensed in Delaware."
- 7.1.7 "The bonds shall also contain the successful bidder's guarantee to indemnify and save harmless Owner and their agents, servants and employees from all costs, damages, and expenses growing out of or by reason of the successful bidder's failure to comply and perform the work and complete the contract in accordance with the Agreement and Contract Documents".

Add the following:

ARTICLE 9 - ADDITIONAL INSTRUCTIONS TO BIDDERS

9.1- TIME OF COMPLETION

- 9.1.1 The Owner desires substantial completion of total project to be no later than one hundred twenty (120) calendar days from Notice to Proceed and final completion thirty (30) calendar days thereafter. This provision is of the essence.

9.2 - LIQUIDATED DAMAGES

- 9.2.1 Liquidated damages shall be assessed to compensate the Owner by the contractor to compensate the Owner's cost associated with late completion of the project. Liquidated damages shall be deducted from the final payment utilizing a change order. Refer to the Bid Form and Supplementary General Conditions for additional information.

9.4 – LABOR AND BILLING RATES

- 9.4.1 Kent County, Delaware prevailing wage rates apply to this project.
- 9.4.2 The successful Contractor shall submit, prior to award of contract, Labor Billing Rates for all trades performing work within this bid. Rates should be according to the State of Delaware requirements. Rates shall remain in effect for the duration of this contract.
- 9.4.3 Failure to conform to the requirements of the Delaware prevailing wage rate regulations as provided by the Delaware Department of Labor, Licensing, and Regulation may result in fines and penalties.

DRAFT

Bid Bond

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of Dollars (\$), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in accordance with such Contract, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this day of 20

(Witness)

(Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)

© 1970 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292. AIA DOCUMENT A310 - BID BOND - FEBRUARY 1970 EDITION - AIA® - Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below.

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SECTION 003000: INFORMATION AVAILABLE TO BIDDERS**PART 1 GENERAL****1.1 DEFINITION**

- A. The enclosed information available to bidders is for the bidder's use in preparing bids, but is not part of the Contract Documents and does not relieve the bidders from doing their own investigations to determine the accuracy of the information.

1.2 DESCRIPTION

- A. A copy of the Electrical Basis of Design documents is enclosed as "Information Available to Bidders".
- B. Refer to Division 01 Section "*Summary*" for requirements related to installing Owner furnished generator.

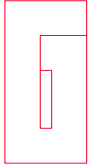
PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION



**DELAWARE TECHNICAL COMMUNITY COLLEGE TERRY CAMPUS
GENERATOR REPLACEMENT – DOVER, DELAWARE**

ELECTRICAL BASIS OF DESIGN

ELECTRICAL NARRATIVE - GENERAL

The scope of work for this project includes providing a new generator to serve the entire 700 Building and a new service-entrance automatic transfer switch, and to relocate the existing generator from the 700 Building to the 100 Building to replace the existing military surplus generator. The existing above-grade fuel tanks shall be connected to the new/relocated generators. Temporary trailer-mounted generators shall be provided and connected to each building's distribution system during construction to maintain power to each building as the same will be occupied.

LEED Certification

The Leadership in Energy and Environmental Design (LEED) Green Building rating system, as published by the U.S. Green Building Council (USGBC) will not be applied to the electrical systems.

Applicable Codes, Guidelines and Standards

The electrical systems will be designed in accordance with the following codes, guidelines and standards:

- i. International Building Code – 2015 Edition
- ii. NFPA 70: National Electrical Code (NEC) – 2014 Edition
- iii. NFPA 72: National Fire Alarm & Signaling Code – 2012 Edition
- iv. NFPA 101: Life Safety Code (as amended by Delaware State Fire Codes)
- v. NFPA 110: Standard for Emergency and Standby Power Systems – 2010 Edition
- vi. Occupational Safety and Health Administration (OSHA)
- vii. Delaware State Fire Prevention Codes, latest edition
- viii. City of Dover Electric Utility Standards & Specifications, latest edition.

- ix. All applicable State and Local Codes

Normal Electrical Distribution Systems

The campus primary electrical service is rated at 12470GY/7200V and is provided by the City of Dover.

The 700 Building is served by a 500kVA pad-mounted transformer, which shall remain. The secondary electric service for the 700 Building extends from the pad-mounted transformer to the main switchboard, is rated at 480Y/277 volts, three phase, four wire, and consists of six (6) sets of 500kcmil copper conductors for an ampacity of 2,280 amperes. This service shall be replaced as part of this project, and shall be routed through a new service-entrance automatic transfer switch.

The 100 Building is also served by a 500kVA pad-mounted transformer, which shall remain. The secondary electric service for the 100 Building extends from the pad-mounted transformer to the 2,000 ampere main switchboard, and is rated at 480Y/277 volts, three phase, four wire. This service remain and is not affected by this project.

Emergency/Standby Electrical Distribution Systems

A new 500kW emergency/standby generator shall be provided for the 700 Building to provide back-up electrical service for the entire building via a new service-entrance automatic transfer switch. The new generator shall operate at 480Y/277 volts, three phase, four wire, and shall have the following features:

- i. Aluminum weatherproof and sound enclosure complying with EPA Tier-3.
- ii. Critical grade exhaust silencer.
- iii. Electronic engine control panel with network communications.
- iv. Remote annunciator, relays, and alarms.

The new emergency generator for the 700 Building shall have two (2) output circuit breakers to provide standby and emergency power to the building. The standby output circuit breaker shall serve a new service-entrance automatic transfer switch, which in turn will serve the existing 480Y/277V main switchboard lineup to provide standby power for the entire building. The emergency output circuit breaker shall serve the existing 208Y/120V generator distribution panelboard via a new dry-type transformer. The existing generator distribution panelboard supports the existing emergency lighting systems, fire alarm system, and server equipment via multiple automatic transfer switches. These transfer switches shall not have their start terminals connected to the new generator, so that they are only used for manual transfer purposes.

The existing 250kW Kohler Model 250REOZD diesel generator serving the 700 Building shall be relocated to the 100 Building to replace the existing military surplus generator serving the same. As the existing 250kW Kohler generator is currently configured for a 208Y/120V output, the same shall be modified for a 480Y/277V output, including rewiring the stator leads and replacing the 800A/3P output circuit breaker with a new 400A/3P circuit breaker.

The relocated 250kW Kohler generator shall be connected to the existing 400A/3P Onan automatic transfer switch located in the boiler room at the 100 Building.

New branch circuits shall be provided to each generator for accessory connections, e.g. battery chargers, block heaters, etc.

Mechanical and Plumbing Connections

DTCC shall relocate the existing outdoor heat pump located at the 700 Building to accommodate the installation of the new service entrance automatic transfer switch.

New fuel piping shall be provided from the existing above-ground fuel tank at the 700 Building to the new 500kW diesel fuel generator.

New fuel piping shall be provided from the existing above-ground fuel tank at the 100 Building to the relocated 250kW diesel fuel generator.

Lightning Protection System

Lightning protection systems are not part of the scope of this Project.

Lighting and Controls

The existing interior and exterior lighting and control systems shall remain. The scope of this Project does not include modifications to the existing lighting and controls systems.

Emergency and Exit Lighting

The existing emergency and exit lighting systems shall remain.

Fire Alarm System

The existing fire alarm systems shall remain and are not required to be modified as part of this Project.

Commissioning of Electrical Systems

The electrical systems shall not be commissioned as part of this Project. The new 500kW generator for the 700 Building and relocated 250kW generator for the 100 Building shall be tested in accordance with NFPA 110 requirements.

END OF ELECTRICAL BASIS OF DESIGN

SECTION 004100: BID FORM

PART 1 GENERAL

1.1 DESCRIPTION

- A. Copy of bid Form is bound herein

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

DRAFT

SECTION 004100: BID FORM

GENERAL CONSTRUCTION CONTRACT

Date:

PROJECT IDENTIFICATION: **Delaware Technical Community College Generator Replacement
Dover, Kent County, Delaware**

BID TO: **DELAWARE TECHNICAL COMMUNITY COLLEGE**

BID FROM: _____

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, on the form included in the Bidding Documents, to perform and furnish and Work as specified or indicated in the Bidding Documents, for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening;
 - b. The Owner has the right to reject this Bid;
 - c. BIDDER accepts the provisions of the Instructions and Supplementary Instructions to Bidders regarding disposition of Bid Security;
 - d. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award;
 - e. BIDDER has examined copies of all the Bidding Documents;
 - f. BIDDER has visited the site and become familiar with the general, local, and site conditions;
 - g. BIDDER is familiar with federal, state, and local laws and regulations;
 - h. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies, and data with the Bidding documents;
 - i. The Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization, or corporation. BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.
 - j. BIDDER has received the following Addenda receipt of which is hereby acknowledged:

Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

3. Delivery Time: BIDDER will indicate in weeks the delivery time from an approved submittal for Generator: _____ weeks.
4. Delivery Time: BIDDER will indicate in weeks the delivery time from an approved submittal for Transfer Switch: _____ weeks.
5. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):
 STIPULATED-SUM BID PRICE (also known as Base Bid) _____
 _____ (\$ _____) (use words)
 (figures)
6. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
7. The Owner shall retain the sum of Five Hundred Dollars (\$500.00) for each calendar day in excess of the completion date set forth in the Contract Documents as liquidated damages and not as a penalty.
8. The following documents are attached to and made a condition of this Bid:
 - (a) AIA A-310 Bid Bond
 - (b) 004350 Subcontractor's Listing Form
 - (c) 004500 Affidavit of Qualification to Bid
 - (d) 004600 Affidavit I Non-Collusion Certificate
 - (e) 004700 Affidavit II Disclosure of Interest by Persons Doing Business with Delaware Technical Community College

_____, being first duly sworn deposes and says that he is an officer in the building construction organization known as _____, and the party making a certain proposal or bid dated _____, 2016, to Delaware Technical Community College and that this bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid prices or the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any bidder, or to secure any advantage against the owner or any other person interested in the proposed contract; and that all statements is said proposal or bid are true.

Signature of:

x

Bidder if the bidder is an individual

☒ Partner if the bidder is a partnership

☒ Officer if the bidder is a corporation

Registered Delaware Contractor No.

Subscribed and sworn before me this _____ day of _____, 2016.

☒ Notary Public

My commission expires: _____, _____.

END OF SECTION

DRAFT

SECTION 004350: SUBCONTRACTOR'S/MANUFACTURER'S LISTING FORM

PART 1 GENERAL

1.1 DESCRIPTION

- A. Copy of Subcontractor's/Manufacturer's Listing Form is bound herein.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

DRAFT

SECTION 004350: SUBCONTRACTOR'S/MANUFACTURER'S LISTING FORM

If awarded this contract, we, _____, (name of bidder) will award subcontracts to the following subcontractors. Where we intend to perform the work with our own forces, our name is listed as subcontractor. This form is to be submitted to the same location as the bid, no later than one hour after time of receipt of Bids.

Site Work Subcontractor

Name: _____

Address: _____

Concrete Subcontractor

Name: _____

Address: _____

Mechanical/Plumbing Subcontractor

Name: _____

Address: _____

Electrical Contractor

Name: _____

Address: _____

Generator Manufacturer

Name: _____

Address: _____

Automatic Transfer Switch
Manufacturer

Name: _____

Address: _____

(date)_____
Firm Name_____
Signature

END OF SECTION

SECTION 004500: AFFIDAVIT OF QUALIFICATION TO BID

PART 1 GENERAL

1.1 DESCRIPTION

- A. Copy of Affidavit of Qualifications to Bid.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

DRAFT

SECTION 004500: AFFIDAVIT OF QUALIFICATION TO BID

I hereby affirm that

1. I am the _____ and the duly authorized representative of
(Title)
the firm _____ whose address is _____
_____ and that I possess the legal authority to make this affidavit on behalf of myself and
the firm for which I am acting.

2. Except as described in paragraph 3 below, I nor the firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Delaware or under the laws of any state or the Federal Government (conduct prior to July 1, 1977 is not required to be reported).

3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date, court, official, or administrative body; the individuals involved and their position with the firm, and sentence or disposition if any.

I acknowledge that this affidavit is to be furnished to Delaware Technical Community College and, where appropriate to the State of Delaware and to the Attorney General under the Annotated Code of Delaware. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Delaware Technical Community College may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with the Annotated Code of Delaware, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering in to contract with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Subscribed and sworn to be before me

on this _____ date of _____, 20____. (signature)

(Notary)

(date)

My commission expires

END OF SECTION

SECTION 004600: AFFIDAVIT I NON-COLLUSION CERTIFICATE

PART 1 GENERAL

1.1 DESCRIPTION

- A. Copy of Affidavit I Non-Collusion Certificate.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

DRAFT

**TITLE: DELAWARE TECHNICAL COMMUNITY COLLEGE TERRY CAMPUS
 GENERATOR REPLACEMENT
 KENT COUNTY, DOVER, DELAWARE**

NON-COLLUSION CERTIFICATE

COUNTY OF: _____

STATE OF: _____

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared _____
and made oath in due form of law that the Respondent herein, his Agents, servants and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Respondent, or themselves, to obtain information that would give the Respondent an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Respondent, or themselves, to gain any favoritism in the award of the Contract herein.

(NOTARY PUBLIC)

**SECTION 004700: AFFIDAVIT II DISCLOSURE OF INTEREST BY PERSONS DOING
BUSINESS WITH DELAWARE TECHNICAL COMMUNITY COLLEGE**

PART 1 GENERAL

1.1 DESCRIPTION

- A. Copy of Affidavit II Disclosure of Interest by Persons Doing Business with Delaware Technical Community College

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

DRAFT

**TITLE: DELAWARE TECHNICAL COMMUNITY COLLEGE TERRY CAMPUS
GENERATOR REPLACEMENT
KENT COUNTY, DOVER, DELAWARE**

**DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS WITH DELAWARE TECHNICAL
COMMUNITY COLLEGE**

The undersigned does hereby declare that no officer or employee of Delaware Technical Community College, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the Delaware Technical Community College, and that no officer or employee has accepted or received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the Delaware Technical Community College in connection with the contract, job, work, or service for the Delaware Technical Community College, excepting, however, the receipt of dividend or corporation stock.

I, we do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

PRINTED NAME AND TITLE

FIRM NAME AND ADDRESS

TELEPHONE NUMBER

E-MAIL

SECTION 004900: BIDDING ADDENDA FORMAT

PART 1 GENERAL

1.1 DESCRIPTION

- A. Description of Addenda formatting.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

DRAFT

SECTION 004900 - BIDDING ADDENDA FORMAT

Addenda where necessary, will be issued by Gipe Associates, Inc. Contractors who have left a deposit for Drawings and Specification will be contacted to inform them an Addenda is being issued. Contractors wishing to have the Addenda sent by Federal Express or couriered must make arrangements with Gipe Associates, Inc. to cover the cost of postage or handling. Addenda issued 5 days or less to the bid date will be e-mailed if the Bidder has provided his a legible e-mail address.

Addenda format will be as follows:

SPECIFICATIONS

Section No.	Section Name
Page No.	Article, paragraph, Subparagraph
Action:	Text

DRAWINGS

Drawing No.	Detail No.
Action:	Text

SPECIFICATION ACTION DEFINITIONS

REVISED:	Change a small portion of a particular paragraph, the change portion will be shown in <i>Italics</i> .
ADD:	Add a section, article, paragraph, or subparagraph to the Project Manual. This does not delete any existing information.
DELETE:	Remove a section, article, paragraph or subparagraph from the Project Manual.
SUBSTITUTE:	Delete the existing section, article, paragraph or subparagraph and substitute in its place the Addenda information.
CLARIFY:	If there is some ambiguity or confusion regarding a section, article, paragraph or subparagraph it would be clarified here.

DRAWING ACTION DEFINITIONS

REVISED:	Change a dimension, notes or similar small modifications to an existing drawing or detail.
ADD:	Add a note, detail or drawing to an existing drawing.
DELETE:	Remove a note, detail or drawing from the Contract Documents.
SUBSTITUTE:	Delete the existing detail or drawing and replace it with the new drawing or detail provided in the Addendum.
CLARIFY:	This will be used to give a written clarification of the drawing information

END OF SECTION

SECTION 005000: STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

PART 1 GENERAL

1.1 DESCRIPTION

- A. Copy of Standard Form of Agreement Between Owner and Contractor - 2007 edition is bound herein.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

DRAFT



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)

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.

Init.

§ 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.

Intt.

(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)

Init.

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

ARTICLE 10 INSURANCE AND BONDS

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

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

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

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User Notes:

(2033806930)

SECTION 005600: CONTRACTOR'S QUALIFICATION STATEMENTS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Copy of Contractor's Qualification Statement AIA Document A305 - 1986 edition is bound herein.
- B. This Document shall be completed and submitted only if requested in writing by the Owner and/or Engineer.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

DRAFT

Contractor's Qualification Statement

1986 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

Corporation

☐

NAME:

Partnership

☐

ADDRESS:

Individual

☐

PRINCIPAL OFFICE:

Joint Venture

☐

Other

☐

NAME OF PROJECT (if applicable):

- TYPE OF WORK (file separate form for each Classification of Work): -

_____ General Construction

_____ HVAC

_____ Plumbing

_____ Electrical

_____ Other (please specify)

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?

1.2 How many years has your organization been in business under its present business name?

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation:

© 1986 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292. AIA DOCUMENT A305 - CONTRACTOR'S QUALIFICATION STATEMENT - 1986 EDITION - AIA® - WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below.

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Electronic Format A305-1986

- 1.3.2 State of incorporation:
- 1.3.3 President's name:
- 1.3.4 Vice-president's name(s)

- 1.3.5 Secretary's name:
- 1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

- 1.4.1 Date of organization:
- 1.4.2 Type of partnership (if applicable):
- 1.4.3 Name(s) of general partner(s)

1.5 If your organization is individually owned, answer the following:

- 1.5.1 Date of organization:
- 1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years:

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

4. REFERENCES

4.1 Trade References:

4.2 Bank References:

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

5. FINANCING

5.1 Financial Statement.

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

SIGNATURE

6.1 Dated at this day of .

Name of Organization:

By:

Title:

6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of 20

Notary Public:

My Commission Expires:

DRAFT

SECTION 007000: GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**PART 1 GENERAL****1.1 DESCRIPTION**

- A. The General Conditions of this contract are the "General Conditions of the Contract for Construction", AIA Document A201, 2007 Edition, as modified.
- B. A copy of AIA Document A201-2007 edition as modified by the Supplementary General Conditions is bound herein.
- C. The General Conditions of the contract, as modified apply with equal force to General Contractor, all subcontractors, suppliers and tradesmen for the performance of work, extra work, and/or services under this contract and apply to each section in the specifications.
- D. Refer to Section 008000 for Supplementary General Conditions.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

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

THE OWNER:
(Name and address)

THE ARCHITECT:
(Name and address)

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- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

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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.

§ 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.

§ 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 which would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 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.

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§ 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

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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.

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

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

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

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may 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

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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.

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§ 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.

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

SECTION 008000: SUPPLEMENTARY GENERAL CONDITIONS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Copy of the Supplementary General Conditions is bound herein.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

DRAFT

SECTION 008000: SUPPLEMENTARY GENERAL CONDITIONS

The following supplementary conditions modify "General Conditions of the Contract for Construction, AIA Document A201, 2007 Edition. When a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS**1.1 BASIC DEFINITIONS**

Add the following to the end of subparagraph 1.1.1:

"The Contract Documents executed in accordance with subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulable electronic operations involving computers."

Add the following to the General Conditions Basic Definitions:

- 1.1.9 The words - 'as directed,' 'as permitted,' 'as required,' or words of like effect, shall mean that the direction, permission or requirement of the Engineer is intended; and similarly, the words 'approved,' 'acceptable,' 'satisfactory,' or words of like import, shall mean approved by, or acceptable or satisfactory to the Engineer unless otherwise provided herein. The words 'necessary,' 'suitable,' 'equal', or words of the like import, shall mean necessary or equal in the opinion of the Engineer.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

- 1.2.1 At the end of the last sentence in last line delete "indicated" and insert "intended".

Add the following subparagraphs:

- 1.2.4 "Whenever a material, article or piece of equipment is referred to in the singular number in the Contract Documents, it shall be the same as referring to it in the plural. As manufactured, such materials, articles, or pieces of equipment shall be provided as required to complete the Work."
- 1.2.5 "Should the Drawings, Specifications or schedules disagree in themselves or with either or both of the others, the better quality or greater quantity of work or materials shall be estimated upon and unless otherwise directed in writing by the Engineer shall be performed and provided."
- 1.2.6 "In case of disagreement, discrepancies or contradiction between any parts of the Contract Documents or within any part of the Contract Documents, only the Engineer may interpret the intent and requirements of the Documents and decision shall be final and no additional cost will be allowed in the account if the matter is brought to the Engineer attention after 7 days prior to the receipt of the Bids, the matter will be clarified by Bulletin Addenda."

- 1.2.7 "Where documents duplicate the same Work or materials under more than one contract or subcontract, such duplication shall be settled by the Engineer in writing upon request of a Contractor concerned BEFORE proposals are submitted. Any such duplications which may exist in Documents after proposals are submitted will be interpreted by the Engineer as having duplicate values in the several contract or subcontracts and proper credit to the Owner, therefore shall be made by the Contractors as the Engineer shall designate."
- 1.2.8 "Where reference is made to a text, standard, federal specification, manufacturer's directions, or to other publication, the latest publication published prior to the date of issuance of the Drawings shall apply, unless identified in the specification by a specific publication date."
- 1.2.9 "Locations, sizes, and depth of existing services (i.e., manholes, utilities, etc.) as indicated are based on records made available by the utility companies and field surveys and/or the authorities having jurisdiction. Under the work of each applicable section, examine the premises and verify visible, existing conditions prior to proposal submission and the starting of work."
- 1.2.10 "Drawing indication of items are generally diagrammatic. Connection and anchorage of materials, interconnection of equipment and accessories necessary to any system operation not otherwise detailed or specified shall be selected under the work of each section, subject to Engineer's approval, to suit the requirements of the items."
- 1.2.11 "Adhere to dimensions which may differ from scale measurements. In the absence of dimensions, or in case of doubt as to the proper measurement, consult the Engineer. Actual field dimensions where applicable shall be verified in the field prior to proceeding."
- 1.2.12 "Wherever in the Specifications there appears a reference to a "contractor" or the "Subcontractor", or a reference to a Contractor, installer or supplier of a particular trade, or for a particular type of Work, such reference, regardless of the language thereof, shall be deemed a reference to the Contractor. It shall not be construed as relieving the Contractor from the duty to perform all of the Work and other obligations provided for under this Contract."
- 1.2.13 "Sections of Division 01 - General Requirements" govern by execution of the work of all sections of the specifications.

ARTICLE 2 - OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Add the following after subparagraph 2.2.2

"The Contractor shall verify the location of all utilities before starting work, which shall

include contacting "Miss Utility of Delmarva" and local utility companies, 1-800-441-8355."

Delete subparagraph 2.2.5 and substitute the following:

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

ARTICLE 3 - CONTRACTOR

3.5 WARRANTY

Add the following:

- 3.5.1 The warranty provided in paragraph 3.5 shall be concurrent with and not limited of any other warranty required by the Contract Documents. The Contractor shall repair or replace those products found not to be in compliance with the warranty terms during the period of two (2) years after the date of substantial completion.
- 3.5.2 Where phased portions are accepted as substantially complete, then one (1) year warranty shall commence for that date. Only work within the substantially complete phase shall commence warranty time period.

3.6 TAXES

- 3.6.1 Delaware is a tax free state, therefore, sales tax for materials purchased in Delaware shall not be included in the bid.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

Add the following:

- 3.7.1.1. "The Owner shall secure and pay for the building permit. The Contractor shall secure and pay for all other permits including but not limited to, HVAC, electrical, fire protection, and plumbing permits. Costs of all permits shall be included in the Base Bid."

3.9 SUPERINTENDENT

After subparagraph 3.9.3 add the following:

- 3.9.4 "The Superintendent shall be satisfactory to the Engineer and Owner and upon request shall furnish them within seven (7) days his/her qualifications to supervise the project. The Superintendent shall not be changed except with the consent of the Owner, unless he proves to be unsatisfactory to the contractor and ceases to be in his employment."

3.13 USE OF SITE

Add the following:

- 3.13.1 The Contractor shall coordinate phasing of the project and temporary power with the Owner to allow continuous use of the building and site during the construction period. Final phasing plans to be developed by the Contractor, are subject to approval by the Engineer/Owner.
- 3.1.2 The Contractor shall be responsible for the security of all parts of the work not accepted by the Owner, until such time as the Owner accepts said parts of the work.

3.15 CLEANING UP

Add the following to subparagraph 3.15.1:

- 3.15.1 The Contractor shall, on a daily basis, police and clean the site and surrounding areas of the project of his materials, rubbish, tools, construction equipment, machinery or any materials to be stored thereon, either temporarily or permanently.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

Delete paragraph 4.1.3 in its entirety.

ARTICLE 7 - CHANGES IN THE WORK

7.3 CONSTRUCTION CHANGE DIRECTIVES

- 7.3.7 In the first sentence, delete the words "reasonable expenditures and savings" and substitute "an allowance for overhead and profit in accordance with subparagraph 7.3.11".

Add the following subparagraph 7.3.11:

- 7.3.11 "In subparagraph 7.3.11.1, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

1. For the Contractor, for Work performed by the Contractor's own forces, the combined overhead and profit shall be based on the following schedule:

<u>Value of Work</u>	<u>Combined Overhead & Profit</u>
\$ 0 - \$ 1,000	15 percent
\$ 1,0001 - \$ 5,000	15 percent

\$ 5,0001 - \$10,000	15 percent
\$10,001 - \$25,000	12 percent

2. For the Contractor, for Work performed by the Contractor's Subcontractor, the overhead and profit allowance shall be 8 (eight) percent of the amount due the Subcontractor.
3. For each Subcontractor involved, for Work performed by that Subcontractor's own forces, the combined overhead and profit allowance shall be based on the same schedule indicated in 7.3.11.1
4. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.11.
5. In order to facilitate checking quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials and Subcontractors. Labor and materials shall be itemized in the manner described above. Where major cost items are Subcontractors, they shall be itemized also. In no case will a change be approved without such itemization."
6. When preparing a Construction Change Directive, please use AIA G714 Construction Change Directive (Form AIA G714 is enclosed at end of Division 01, Section *Contract Modification Procedures*).

ARTICLE 8- TIME

8.2 PROGRESS AND COMPLETION

Add the following Subparagraph to 8.2

- 8.2.4 "Should the progress of the Work be delayed by fault, neglect, act, or omission of the Contractor or by person or firm employed by him, the Contractor shall, at his own cost and expense, work such overtime as may be necessary to make up for time lost and to avoid delay in completion of the Work. If, in the opinion of the Engineer and Owner, the progress of the Work is unsatisfactory, overtime Work will be demanded and the Contractor shall institute overtime Work to meet the Construction Schedule at no additional cost to the Owner."

ARTICLE 9 - PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following subparagraph 9.2

- 9.2.1 The Contractor's Schedule of Values data shall be submitted within fourteen (14) days after the award of Contract.

9.3 APPLICATIONS FOR PAYMENT

After subparagraph 9.3.3., add the following:

- 9.3.4 "On or about the thirtieth (30th) day after receipt of the Contractor's monthly request for payment from the Engineer, the Owner shall make payment on account of the contract as follows: Ninety percent (90%) of the value of the work completed up to the first (1st) day of that month, based upon the Contractor's estimate of labor and materials or equipment delivered and suitably stored at the site thereof up to the first (1st) day of that month, as approved by the Project Engineer and the Owner's Representative less the aggregate of any previous payments."
- 9.3.5 "Each request for payment shall be prepared on AIA Documents G702 and G703, 1992 edition, by the Contractor (copy enclosed). Present the original and three (3) copies (total of four) for joint review and action by the Engineer. The Engineer will deliver the original and two (2) copies to the Owner for processing. Owner will process payment upon approval by Delaware Technical Community College. Contractor to allow up to thirty (30) days after the Delaware Technical Community College approval for issuance of payment." (A copy of G702 and G703 are enclosed at the end of Division 01, Section *Payment Procedures*.)
- 9.3.6 "At the time the General contractor is preparing each monthly requisition, it will be required that, upon completion of his rough pencil draft covering payment request, and prior to preparation the final draft, the rough draft will be reviewed by the Engineer and the General Contractor. Agreement shall be reached among these prior to the final draft of the requisition being forwarded to the Engineer for subsequent transmittal to the Owner for payment. It shall carry the notarized signature of the General Contractor and the Signature of the Engineer. Notarization is required by a notary public commissioned in the State of Delaware."
- 9.3.7 "When the "Application for Payment" includes material or equipment stored off-site, the application shall be accompanied with a certified statement including:
- a) Description of item.
 - b) Bills of sale.
 - c) Location of storage and security thereof.
 - d) Indication that the item is currently covered by all contractual requirements, including Liability and Fire Insurance made out in the name of the Owner.
 - e) Indication that the material or equipment or any part thereof will not be installed in any other project construction other than work under this contract.
 - f) All items must be clearly marked, labeled or tagged for identification.
 - g) Available to the Owner and Engineer for inspection."

- 9.3.8 "When the "Application for Payment" includes materials or equipment delivered and suitably stored at the site but not incorporated in the work, the Engineer may require the Contractor to submit bills of sale to establish the Owner's title to such material and adequately protect the Owner's interest. Payments for stored materials should not exceed seventy-five (75%) percent of actual value."
- 9.3.9 "All requisitions shall have Contractor's Certification on the Application for Payment form modified to read, "I certify that the above is a true statement of the status of the work and of the accounts; that work and material conform with the Contract and duly authorized charges; that all just and lawful bills against the undersigned and his Subcontractors for labor, materials and equipment required by the Contract have been paid in full through prior certificates." This certification is required to be duly notarized."
- 9.3.10 "When the Engineer and Owner agree that the project is substantially complete, is on schedule and it appears that there are not complicating problems in completing the job, the retainage may be reduced to three percent (3%) at the Owner's discretion."
- 9.3.11 "The Owner will require a release of liens from each Subcontractor and supplier covering work for which each progress payment is made."
- 9.3.13 "Upon request, when the Engineer and Owner agree that the building is ready for final inspection (preparation of the final punch list), and at the Owner's discretion, retainage may be further reduced or adjusted to the value of the remaining work, whichever is greater, if the project retainage has not already been reduced."

9.10 FINAL COMPLETION AND FINAL PAYMENT

After paragraph 9.10.5, add the following:

- 9.10.6 "The final payment to the Contractor does not become due until all requirements covered under Division 01, Project Closeout, have been certified by the Engineer."
- 9.10.7 "Release of liens shall be required of the Contractor, each Subcontractor and each material supplier prior to the final payment of any part of the retained percentage becoming due. Execute and forward with all releases of liens on the "Contractor's Affidavit of Release of Liens and Payment of Debts and Claims, AIA Form G-706, in duplicate. Forward with release of liens, two copies of AIA Form G-707, "Consent of Surety Company to Final Payment' properly executed and attested." (Forms AIA Form G-706 and G-707 are enclosed at the end of Division 01, Section *Payment Procedures*.)
- 9.10.8 "The Contractor's guarantee responsibility period commences upon the date of issuance of the Engineer's Certificate of Final Completion."

- 9.10.9 "The Owner shall deduct from the General Contractor's contract all hourly billings made by the Engineer for services required after the date of Substantial Completion to Determine Final Completion other than for two on-site punch list reviews."

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following to subparagraph 10.2.6:

"This person, or approved alternate person, shall be on-site at all times while personnel for whom they are responsible are on-site. This person will be fully responsible for implementing and enforcing a program amongst his company's employees, that ensure their safety and the safety of other affected by their work, and that is in full compliance with the governing agencies including the Occupational Safety and Health Administration."

ARTICLE 11 -INSURANCE AND BONDS

After paragraph 11.1.3 add the following:

- 11.1.3.1 The Contractor shall obtain and continue in force, during the term of the contract, all insurance specified below. Each insurance policy shall not be canceled or changed without sixty (60) days' prior written notice by registered mail, given by the insurance carrier to Delaware Technical Community College. The Contractor shall deposit with Delaware Technical Community College certificates evidencing the insurance it is to provide as follows:

- .1 Contractor's Contractual Liability Insurance, Minimum coverage to be:

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

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

- .2 Contractor's Protective Liability Insurance, Minimum coverage to be:

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

Property Damage	\$ 500,000	for each occurrence
	\$ 500,000	aggregate

- .3 Automotive Liability Insurance, Minimum coverage to be:

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

.4 Builder's Risk Insurance for the value of the project.

11.1.3.2 The Contractor shall cause the aforesaid insurance policies to be duly and properly endorsed by insurance underwriters as follows:

- .1 To provide that Delaware Technical Community College is endorsed as an additional insured to the Contractor on liability coverage for work performed by the Contractor.
- .2 To provide that said insurance shall be primary in all instances with respect to work performed by the Contractor for Delaware Technical Community College.
- .3 To provide contractual liability coverage for liability assumed under the terms of the contract.
- .4 To provide sixty (60) days' prior written notice of cancellation or change in coverage.

11.4 PERFORMANCE BOND AND PAYMENT BOND

Add the following after 11.4.1

A copy of AIA Document 312 Performance Bond and Payment Bond are enclosed at the end of this Section.

Add the following after subparagraph 11.4.2:

- 11.4.3 "The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum."
- 11.4.4 "The Contractor shall deliver the required bonds to the Owner concurrently with date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished."
- 11.4.5 "The Contractor 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 to each of the bonds."

ARTICLE 15 - CLAIMS AND DISPUTES**15.1.5 Claims for Additional Time**

At the end of subparagraph 15.1.5.2 add the following:

"In no case shall any weather claims for contract time extension be honored and neither shall they be construed to add changes for Contractor's overhead and project administration. Approved contract time extension for weather, based upon National Weather Service data for extreme weather beyond a five (5) year normal, will be acknowledged and may be accounted for in reducing liquidated damages only."

15.3 MEDIATION

Delete Article 15.3 MEDIATION in its entirety.

15.4 ARBITRATION

Delete Article 15.4 ARBITRATION in its entirety.

Add the following ARTICLE 16 - LIQUIDATED DAMAGES:

ARTICLE 16 - LIQUIDATED DAMAGES

- 16.1 "It is expressly understood and agreed by and between the Contractor and the Owner that the Contract time stipulated in the bid form is a reasonable time for completion of the work, taking into consideration the average climatic range and the usual conditions prevailing in the locality of the project. Time is an essential element of the contract and it is important that the work be vigorously prosecuted and conform to the scheduled start and finish dates of the Construction Documents."
- 16.2 "The Contractor agrees that he can and will substantially complete the total projects work in accordance with the Contract Documents within the stated Contract Time."
- 16.3 "The Owner and Contractor agree that due to the uniqueness of this contract and the fact that the Owner is a private agency and the relevant factors, damages resulting from failure of the Contractor to perform the contract within the time specified therefore will result in damages to the Owner which shall be difficult, if not impossible, to ascertain; therefore, the provision for damages herein specified shall be applied in the event of such a default. The Owner and the Contractor, both of whom are, by their own admissions, sophisticated business entities with prior experience in dealing with construction contracts, stipulate that damages shall be the sum of \$500.00 for each day that the work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders."
- 16.4 "The Contractor, by the execution of the contract document, does hereby irrevocably

constitute, designate and appoint the Owner to be his agent for the limited but express purpose of deducting on a daily basis the liquidated damages as above determined from the balance of the contract funds in the hands of the Owner and due to the Contractor, and the failure of the Owner to deduct such sum for any day or any combination of days, whether consecutive or not, shall not operate as a waiver of such liquidated damages for that period, and such damages for such day or days shall be cumulative and may be subsequently deducted by the Owner from such sums as may be due the Contractor, but work performed. In the event that the amounts due the Contractor are less than the amount of such damages, the Contractor, shall be liable to the Owner for the difference."

- 16.5 "The power granted by the Contractor to the Owner above is a power coupled with an interest and is irrevocable."

END OF SECTION

DRAFT

Performance Bond

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

☐ None

☐ See Last Page

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

(Any additional signatures appear on the last page)

Signature: _____

Name and Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the

Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

AIA Document A312 - Electronic Format

Payment Bond

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

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Electronic Format A312-1984

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

☐ None

☐ See Last Page

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and Title:

(Any additional signatures appear on the last page)

Signature: _____

Name and Title:

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered

defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

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Electronic Format A312-1984

- 1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- 2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- 3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of

the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

DRAFT

SECTION 008114: DRUG TESTING FORMS

PART 1 GENERAL

1.1 SUMMARY

- A. Pursuant to 4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds submit Testing Report Forms to the Owner no less than quarterly. See the form attached hereto.
- B. The Contractor will notify the Owner in writing of any positive results of random drug testing. See the form attached hereto. The results must be reported to the Owner within 24 hours of receipt of the test results.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 008114: DRUG TESTING FORMS

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending:

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds submit Testing Report Forms to the Owner no less than quarterly.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Number of employees who worked on the jobsite during the report period: _____

Number of employees subject to random testing during the report period: _____

Number of Negative Results _____ Number of Positive Results _____

Action taken on employee(s) in response to a failed or positive random test:

_____Authorized Representative of Contractor/Subcontractor: _____
(typed or printed)Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

**EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

Action taken on employee in response to a positive test result:

Authorized Representative of Contractor/Subcontractor: _____

(typed or printed)

Authorized Representative of Contractor/Subcontractor: _____

(signature)

Date: _____

This form shall be sent by mail to the Owner within 24 hours of receipt of test results.

Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.

END OF SECTION



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4000 Office of Management and Budget 4100 Division of Facilities Management

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects

1.0 Purpose

The Office of Management and Budget ("Office"), has developed these regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del.C. §6908(a)(6). The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. §6962.

2.0 Definitions

- "Contractor"** means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for contracts awarded pursuant to 29 Del.C. §6962.
- "Division of Facilities Management"** and **"DFM"** means the Division of Facilities Management within the Office of Management and Budget.
- "Drug Testing Firm"** is an entity engaged in the business of providing drug testing services for businesses, individuals, governments or any entity that requires drug testing of Employees, applicants, licensees, etc., in compliance with these requirements.
- "Employee"** means an individual employed by a Contractor or Subcontractor who works on the Jobsite of a Large Public Works Contract but does not fulfill a clerical or administrative function. For the purpose of this definition, clerical or administrative functions shall refer to job responsibilities that do not generally require an employee to work outside of the Contractor's Jobsite office, home office or other employer-provided office. For the purposes of this regulation, the term "Employee" shall also include supervisors and foremen working on the Jobsite. The term "Employee" shall also include delivery personnel employed by a Contractor or Subcontractor working on or delivering materials and equipment to and from a Jobsite.
- "Impairment" or "Impaired"** means symptoms that an Employee while working may be under the influence of drugs or alcohol that may decrease or lessen the Employee's performance of the duties or tasks of the Employee's job position, including symptoms of the Employee's speech, walking, standing, physical dexterity, agility, coordination, actions, movement, demeanor, appearance, clothing, odor, irrational or unusual behavior, negligence or carelessness in operating equipment, machinery or production or manufacturing processes, disregard for the safety of the Employee or others, or other symptoms causing a reasonable suspicion of the use of drugs or alcohol.
- "Jobsite"** means the site or area directly or indirectly owned, operated or controlled by the Owner in which the Contractor or Subcontractor performs work or delivers services to the Owner. For the purpose of this definition, "Jobsite" does not mean a remote work site not under the direct or indirect control of the Owner in which work is performed to fulfill the Contractor's or Subcontractor's obligations.
- "Large Public Works Contract"** means a contract for a public works construction awarded pursuant to 29 Del.C. §6962.
- "Mandatory Drug Testing Program"** and **"Program"** means a defined set of basic procedures, requirements and rules that must be used by a Contractor or Subcontractor to test Employees for drugs in compliance with these requirements.
- "Owner"** is the state agency, school district or entity that awards a Large Public Works Contract to a Contractor pursuant to 29 Del.C. §6962.
- "Positive Test Result"** and **"Fail a Drug Test"** means the result reported by a Health and Human Services certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentration. For purposes of these regulations, an Employee shall not be considered to have a Positive Test Result nor shall an Employee be considered to "Fail a Drug Test" if:
- The Employee is a Registered Qualifying Patient and;
 - The drug detected was marijuana, a component of marijuana, or marijuana metabolites.

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"Random Drug Testing" means that an Employee is chosen at random for testing without advance notice, from a pool of Employees working on the Jobsite. Specific requirements for random drug testing conducted under these regulations are described in Section 5.0.

"Registered Qualifying Patient" means a person (1) validly issued and in possession of an unexpired Registry Identification Card as defined by 16 Del.C. §4902A (14), and (2) subject to confirmation through a "verification system" as set forth at 16 Del.C. §4902A(17).

"Subcontractor" means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for, or supply services to a Contractor as defined in section 2.1.

"Testing Result Forms" means a form summarizing drug testing completed monthly by the Contractor and Subcontractor and submitted to the Owner in accordance with requirements contained in the bid solicitation.

3.0 Employee drug testing documentation requirements.

3.1 The following documentation requirements apply:

3.1.1 At bid submission - A solicitation for a Large Public Works Contract must require each Contractor that submits a bid for the work to submit with the bid signed individual affidavit(s) for the Contractor and each listed Subcontractor certifying that the Contractor and Subcontractor has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for their Employees that complies with this regulation.

3.1.2 Two business days prior to contract execution – The awarded Contractor shall provide to the Owner copies of the Employee Drug Testing Program for the Contractor and for all listed Subcontractors.

3.1.3 During contract execution – Contractors that employ additional Subcontractors on the jobsite may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program. A Contractor or Subcontractor shall not commence work until the Owner has concluded the Employee Drug Testing Program complies with this Regulation as per Section 3.2.

3.1.4 In the event of an emergency a Contractor may employ additional Subcontractors on the jobsite prior to submitting the Subcontractor's Employee Drug Testing Program provided that said Program is submitted to the Owner as soon as practicable.

3.2 A Contractor or Subcontractor shall be treated as having a Mandatory Drug Testing Program that complies with this regulation if the Program includes the following:

3.2.1 The Program meets the minimum standards in section 4.0 of this regulation.

3.2.2 The Program provides for the frequency of testing of Employees as per section 5.0 of this regulation:

3.2.3 The Program imposes disciplinary measures on an Employee who fails a drug test as per section 6.0 of this regulation.

3.3 Prequalified Contractors and Subcontractors – A Contractor or Subcontractor may meet the provisions of Section 3.1 if they are Prequalified through the DFM Prequalification and if the DFM Prequalification includes provisions requiring an Employee Mandatory Drug Testing Program that meet the requirements of Sections 4.0, 5.0 and 6.0 of this Regulation

3.4 The State shall not be obligated to pay, and the Contractor or Subcontractor shall expressly agree that, any portion of work performed by a Contractor or Subcontractor commenced before that Contractor or Subcontractor has complied with Sections 3.1 and 3.2, provided however that emergency work as referenced in 3.1.4 may not be subject to this provision.

4.0 Minimum Standards for a Mandatory Drug Testing Program

4.1 Testing for the presence of drugs in an Employee's system and the handling of test specimens shall be conducted in accordance with guidelines for the collection, chain-of-custody procedures, laboratory testing, and Medical Officer Review procedures contained within the Mandatory Guidelines for Federal Workplace Drug Testing Programs published by the Substance Abuse and Mental Health Services Administration (SAMHSA). http://workplace.samhsa.gov/DrugTesting/Level_1_Pages/mandatory_guidelines5_1_10.html

All tests must be processed by a federal Health and Human Services certified laboratory. Contractors must provide documentation detailing the procedures used in the collection, testing and reporting of drug tests sufficient to show conformance with SAMHSA guidelines.

4.2 Contractors and Subcontractors subject to these regulations may procure the services of an appropriate Drug Testing Firm to administer their program. A Contractor or Subcontractor may also implement a Mandatory Drug

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Testing Program using in-house personnel and resources. However a Contractor or Subcontractor doing so shall have to demonstrate that the program meets or exceeds the requirements specified herein to the satisfaction of the Owner.

- 4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus alcohol screening for the following:

Substance	Common Name	Cutoff
Marijuana metabolite		50 ng/ml
Cocaine metabolite		150 ng/ml
Opiate metabolite		2000 ng/ml
Acetylmorphine	Heroin metabolite	10 ng/ml
Phencyclidine	PCP	25 ng/ml
Amphetamines (including Methamphetamines)	Meth	500 ng/ml
MDMA	Ecstasy	250 ng/ml
Alcohol		0.04% BAC

- 4.4 The frequency of Random Drug Testing and the methodology for selecting Employees to be screened are defined in section 5.0 and shall be incorporated into Contractor and Subcontractor mandatory testing procedures. A Contractor or Subcontractor may incorporate rules or requirements that exceed the requirements defined herein.

5.0 Drug Testing Requirements – Frequency for the Testing of Employees

- 5.1 Initial Drug Testing - Employees commencing work on a Jobsite must be tested with the exception that an Employee who has passed a random or scheduled drug test within the past 60 days from the date of commencing work shall be permitted to work at the Jobsite without further testing; however, the Employee is still subject to random testing.
- 5.2 Random Drug Testing - During the course of a project, each Contractor and Subcontractor with Employees on the Jobsite shall implement Random Drug Testing according to the following requirements.
- 5.2.1 All Employees will be subject to random, unannounced testing.
- 5.2.2 The selection of Employees shall be made by a scientifically valid method of randomly generating an Employee identifier from a Contractor or Sub-contractor's pool of Employees.
- 5.2.3 No less than 10% of a Contractor's or Subcontractor's anticipated workforce based on construction schedules validated by certified payrolls shall be randomly selected each month for testing. Contractors or Subcontractors with less than 10 Employees shall test at least one of their Employees, selected randomly per month. Each Employee shall have an equal chance of selection each time the selection is made. Because the selection process is random, some Employees may not be tested within a year, while others may be tested more than once.
- 5.2.4 Employees notified that they have been selected must report within four hours for testing to a site specified. Employees so notified must have been given such notification at least four hours before the scheduled closing time of the testing facility. Any failure to report for random testing, or to cooperate with the testing procedure shall be considered a positive result.
- 5.2.5 Purposely impeding or delaying an Employee's fulfillment of the testing requirements herein by a Contractor or Subcontractor may subject the Contractor or Subcontractor to sanctions listed in Section 8.
- 5.3 Reasonable Suspicion Testing – An Employee will be required to take a drug test at any time his or her employing Contractor, Subcontractor or the Owner reasonably believes that he or she has an Impairment caused by drugs and/or alcohol. Further, an Employee may be required to take a drug test at any time his or her employing Contractor, Subcontractor or the Owner finds drug paraphernalia and/or open alcohol containers on the Jobsite.
- 5.4 Return to Duty Testing – As required in Section 6.0.
- 5.5 Accident Triggered Testing – An Employee will be required to take a drug test and may be subject to an onsite alcohol breathalyzer test at any time there is a Jobsite accident involving loss or significant property damage, injury or death to an Employee of the Contractor, Subcontractor, or Owner or member of the public.

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- 5.5.1 As soon as practicable following an accident, the Contractor will notify the Employee(s) whose performance could have contributed to the accident of the need for the test.
- 5.5.2 The appropriate Contractor shall ensure that an Employee, required to be tested under this section, is tested as soon as practicable, but no longer than 4 hours after the accident. Employees so notified must have been given such notification at least four hours before the scheduled closing time of the testing facility. If the drug test is not conducted within 4 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
- 5.5.3 An Employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
- 5.5.4 If an Employee fails or refuses to be tested, he/she must be removed from the Jobsite.
- 5.5.5 Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an Employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- 5.6 All testing required by this section shall be administered according to the standards outlined in Section 4.0.

6.0 Consequences of a Positive Test Result

- 6.1 The disciplinary measures contained within a Contractor's or Subcontractor's drug testing program for an employee who tests positive to a mandatory drug test must include at a minimum, all of the following:
 - 6.1.1 The Employee is subject to an immediate suspension from any public works Jobsite.
 - 6.1.2 The Employee is not eligible for reinstatement by the Contractor or Subcontractor to any public works Jobsite until 30 days after the Employee tests negative on a seven drug panel plus alcohol test certified by a medical review officer.
 - 6.1.3 The Employee is subject to unscheduled monthly random testing for at least one (1) year after reinstatement, or during the term of the Large Public Works Contract, whichever is less.
 - 6.1.4 An Employee who has tested positive for more than one drug test within a three year period shall be permanently banned from working at public works Jobsites.
 - 6.1.5 An Employee who has tested positive for marijuana, a component of marijuana, or marijuana metabolites and is a Registered Qualifying Patient shall be exempted from the disciplinary actions contained in this section unless:
 - 6.1.5.1 The Employee was Impaired by marijuana at the Jobsite
 - 6.1.5.2 Employment of the Registered Qualifying Patient would cause the Owner to lose monetary or licensing-related benefits under Federal law.
- 6.2 A Contractor or Subcontractor shall report the Positive Test Result to the Employee's professional licensing board, if applicable.

7.0 Contractor and Subcontractor Certification of Compliance with Regulations

- 7.1 During the term of the contract:
 - 7.1.1 During the term of the contract, Contractors and Subcontractors shall submit Testing Report Forms to the Owner as set forth herein:
 - 7.1.1.1 The Testing Report Forms shall be submitted to the Owner no less than quarterly.
 - 7.1.1.2 An Owner may require monthly submissions of the Testing Report Forms.
 - 7.1.1.3 A Contractor or Subcontractor that is employed on the Jobsite for less than 30 days shall not be subject to the reporting requirements contained in Sections 7.1.1 and 7.1.2 of this regulation, unless the Owner specifies that such reporting is required in the Invitation to Bid or Specifications relating to the work to be performed.
 - 7.1.2 The forms shall at a minimum contain the following information:
 - 7.1.2.1 The number of Employees who worked on the Jobsite during the previous month.
 - 7.1.2.2 The number of Employees subjected to random testing during the previous month.
 - 7.1.2.3 The number of negative results and the number of positive results.

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- 7.1.2.4 Action taken by the Contractor or Subcontractor on an Employee who failed or tested positive to a random test.
- 7.1.3 Testing Result Forms may be submitted electronically to an Owner.
- 7.1.4 Any Positive Test Result including the Employee name and action taken in response by a Contractor or Subcontractor must be reported by the Contractor or Subcontractor to the Owner within 24 hours of the Contractor or Subcontractor receiving the test results. A Positive Test Result must be submitted to the Owner in writing.
- 7.1.5 The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor or Subcontractor's offices.
- 7.1.6 The failure to comply with these reporting requirements shall be considered a material breach of any agreement relating to the performance of work by the Contractor or Subcontractor.

8.0 Penalties

- 8.1 A Contractor or Subcontractor on a Large Public Works contract that fails to implement a Mandatory Drug Testing Program in accordance with this regulation or falsifies testing results shall be subject to the following sanctions:
 - 8.1.1 Written warning (1st offense).
 - 8.1.2 Prohibition from bidding on new public works jobs for a period not to exceed three months (2nd offense) and one year (3rd offense).
 - 8.1.3 For subsequent offenses, debarment or bond revocation.
- 8.2 Notwithstanding any other provision of this regulation, if any failure to comply with the requirements of this regulation are particularly flagrant or egregious, the Owner may seek a termination for cause, a temporary suspension, a determination that the Contractor or Subcontractor is not responsible, debarment or bond revocation, and any other statutory, common law, or equitable remedy.

19 DE Reg. 207 (09/01/15)

SECTION 009100: PREVAILING WAGES

PART 1 GENERAL

1.1 DESCRIPTION

- A. Copy of The State of Delaware Prevailing Wage Determination and Instruction for Contractors

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

DRAFT

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 15, 2016

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	22.58	27.81	40.47
BOILERMAKERS	67.59	34.29	50.41
BRICKLAYERS	50.49	50.49	50.49
CARPENTERS	52.81	52.81	41.97
CEMENT FINISHERS	70.82	30.05	21.89
ELECTRICAL LINE WORKERS	44.90	38.50	29.36
ELECTRICIANS	65.10	65.10	65.10
ELEVATOR CONSTRUCTORS	83.06	63.69	31.54
GLAZIERS	69.30	69.30	55.95
INSULATORS	54.38	54.38	54.38
IRON WORKERS	61.20	61.20	61.20
LABORERS	43.60	43.60	43.60
MILLWRIGHTS	66.83	66.83	53.40
PAINTERS	46.72	46.72	46.72
PILEDRIERS	72.97	38.86	31.43
PLASTERERS	29.47	29.47	21.84
PLUMBERS/PIPEFITTERS/STEAMFITTERS	65.95	50.85	55.34
POWER EQUIPMENT OPERATORS	61.36	61.36	43.28
ROOFERS-COMPOSITION	23.49	23.40	20.87
ROOFERS-SHINGLE/SLATE/TILE	18.16	18.07	16.98
SHEET METAL WORKERS	65.14	65.14	65.14
SOFT FLOOR LAYERS	49.77	49.77	49.77
SPRINKLER FITTERS	54.57	54.57	54.57
TERRAZZO/MARBLE/TILE FNRS	55.72	55.72	46.92
TERRAZZO/MARBLE/TILE STRS	63.98	63.98	54.33
TRUCK DRIVERS	28.39	27.10	20.68

CERTIFIED: 3-15-16

BY: Robert H. [Signature]

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

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

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

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

THEY ARE NOT INTENDED TO APPLY TO ANY SPECIFIC PROJECT.

SECTION 011000 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Future work.
7. Purchase contracts.
8. Owner-furnished products.
9. Contractor-furnished, Owner-installed products.
10. Access to site.
11. Coordination with occupants.
12. Work restrictions.
13. Specification and drawing conventions.

- B. Related Section:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Delaware Technical Community College, Terry Campus Generator Replacement, GAI WO#15101

1. Project Location: 100 Campus Drive, Dover, Delaware, 19904

- B. Owner: Delaware Technical Community College, 100 Campus Drive, Dover, Delaware, 19904

1. Owner's Representative: Bill Smallwood, Electrical Specialist, 100 Campus Drive, Dover, Delaware 19904, Phone: 302-857-1814, wsmallwo@dtcc.edu

- C. Engineer: Gipe Associates, Inc. 8719 Brooks Drive, Easton, Maryland 21601,

1. Engineer's Representative: Chris Holden, Project Manager, 8719 Brooks Drive, Easton, Maryland 21601, Phone: 410-822-8688, cholden@gipe.net

1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

1. 700 Building: Replace the existing 250kW diesel fuel generator at the 700 Building with a new 500kW diesel fuel generator with service entrance automatic transfer switch to support the entire facility. A new electric service shall be provided from the existing utility transformer to the existing main switchboard through the new service entrance automatic transfer switch. The existing underground ductbank shall be intercepted and reworked accordingly. The existing 208Y/120V generator distribution panel shall be refeed directly from the new 480Y/277V generator via a dry-type transformer. Provide new remote annunciator and generator accessory circuits for block heater, battery charger, etc... Connect new generator fuel connections to existing diesel fuel tank.
2. 100 Building: Replace the existing generator with the existing 250kW generator from the 700 Building, which shall be relocated and reconfigured to operate on 480Y/277V output including adjusting stator wiring and replacing 240V output circuit breaker with 480V circuit breaker. Connect relocated generator fuel connections to existing diesel fuel tank. Provide new generator output feeder from relocated 250kW Kohler Generator to existing Onan automatic transfer switch, as well as new accessory circuits for block heater, battery charger, etc.

B. Type of Contract

1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- C. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to existing boiler room and adjacent exterior parking lot.
 2. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

- b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify the Owner not less than 72 hours in advance of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 - 1. Engineer will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 - 3. Before limited Owner occupancy, electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain electrical systems serving occupied portions of Work.
 - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:30 a.m. to 4:30 p.m., Monday through Friday, except as otherwise indicated.
 - 1. Weekend Hours: As approved by Owner.
 - 2. Early Morning Hours: As approved by Owner.

3. Hours for Utility Shutdowns: As approved by Owner.
 4. Hours for noisy activity: As approved by Owner.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Owner not less than fourteen (14) days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
1. Notify Owner not less than two days in advance of proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances within the existing building or on the Project site is not permitted.
- G. Employee Identification: Provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.
- H. Employee Screening: Comply with Owner's requirements regarding drug and background screening of Contractor personnel working on the Project site.
1. Maintain list of approved screened personnel with Owner's Representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 1 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

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SECTION 011400 - WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Limits: Confine constructions operations to existing boiler room, roof, and adjacent site.
 - 2. Owner Occupancy: Allow for Owner occupancy of site.
 - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.3 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
- B. Do not perform any crane work while staff/students/teachers are in the building.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011400

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
 - 1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
 - 2. Divisions 02 through 26 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.

- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Engineer's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500



SUBSTITUTION REQUEST (After the Bidding Phase)

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____

A/E Project Number: _____
Re: _____ Contract For: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
Manufacturer: _____ Address: _____ Phone: _____
Trade Name: _____ Model No.: _____
Installer: _____ Address: _____ Phone: _____
History: ☐ New product ☐ 2-5 years old ☐ 5-10 yrs old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

☐ Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:
Project: _____ Architect: _____
Address: _____ Owner: _____
_____ Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

Savings to Owner for accepting substitution: _____ (\$ _____).

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] _____ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

SUBSTITUTION REQUEST (Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01330.
- ☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
- ☐ Substitution rejected - Use specified materials.
- ☐ Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E ☐ _____

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions." form included in the Project Manual.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and

finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- e. Quotation Form: Use forms acceptable to Engineer.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Engineer.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on AIA Document G701 form included in Project Manual.

1.6 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

DRAFT

**ARCHITECT'S
SUPPLEMENTAL INSTRUCTIONS**
AIA DOCUMENT G710 - ELECTRONIC FORMAT

OWNER
ARCHITECT
CONSULTANT
CONTRACTOR
FIELD
OTHER

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PROJECT:
(Name, address)

ARCHITECT'S SUPPLEMENTAL
INSTRUCTION NO:

OWNER:

ARCHITECT:

TO:
(Contractor)

CONTRACT FOR:

ARCHITECT'S PROJECT NO:

CONTRACT DATED:

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

Description:

Attachments:
(Here insert listing of documents that support description.)

ISSUED BY:

Architect

**PROPOSAL
REQUEST**

AIA DOCUMENT G709 - ELECTRONIC FORMAT

OWNER
ARCHITECT
CONSULTANT
CONTRACTOR
FIELD
OTHER

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PROJECT:
(Name and address)

PROPOSAL REQUEST NO.:

DATE OF ISSUANCE:

OWNER:
(Name and address)

CONTRACT FOR:

CONTRACT DATED:

ARCHITECT'S PROJECT NO.:

TO CONTRACTOR:
(Name and address)

ARCHITECT:
(Name and address)

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:
(Insert a written description of the Work.)

Attachments:
(List attached documents that support description.)

REQUESTED BY:

(Signature)

(Printed name and title)



AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 001	OWNER: ☐
	DATE:	ARCHITECT: ☐
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR: ☐
	CONTRACT DATE:	FIELD: ☐
	CONTRACT FOR: General Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

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

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00
The Contract Time will be increased by Zero (0) days.		
The date of Substantial Completion as of the date of this Change Order therefore is		

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

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

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

**CONSTRUCTION
CHANGE
DIRECTIVE**

AIA DOCUMENT G714 - ELECTRONIC FORMAT

(This document replaces AIA Document G713, Construction Change Authorization.)

OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

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PROJECT:

(Name, address)

DIRECTIVE NO.:

DATE:

TO CONTRACTOR:

(Name, address)

ARCHITECT'S PROJECT NO:

CONTRACT DATED:

CONTRACT FOR:

You are hereby directed to make the following change(s) in this Contract:

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
[] Lump Sum (increase) (decrease) of \$
[] Unit Price of \$ per
[] as provided in Subparagraph 7.3.6 of AIA Document A201, 1987 edition.
[] as follows:
2. The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is (an increase of days) (a decrease of days).

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

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.

ARCHITECT

OWNER

CONTRACTOR

Address

Address

Address

BY:

BY:

BY:

DATE:

DATE:

DATE:

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Electronic Format G714 - 1987

CONSTRUCTION CHANGE DIRECTIVE

AIA DOCUMENT G714 - ELECTRONIC FORMAT

(This document replaces AIA Document G713, Construction Change Authorization.)

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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PROJECT:
(Name, address)

DIRECTIVE NO.:

DATE:

TO CONTRACTOR:
(Name, address)

ARCHITECT'S PROJECT NO:

CONTRACT DATED:

CONTRACT FOR:

You are hereby directed to make the following change(s) in this Contract:

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
[] Lump Sum (increase) (decrease) of \$
[] Unit Price of \$ per
[] as provided in Subparagraph 7.3.6 of AIA Document A201, 1987 edition.
[] as follows:
2. The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is (an increase of days) (a decrease of days).

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

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.

ARCHITECT

OWNER

CONTRACTOR

Address

Address

Address

BY:

BY:

BY:

DATE:

DATE:

DATE:

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Electronic Format G714 - 1987

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
 - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of Contractor's construction schedule.
 - 3. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of submittal schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.
 - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Engineer at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
 4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values correlated with each element.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
 - a. Include separate line items under Contractor and principal subcontracts for project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Progress payments shall be submitted to Engineer by the 21st of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
 1. Submit draft copy of Application for Payment seven days prior to due date for review by Engineer.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.

2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. **Stored Materials:** Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Materials previously stored and included in previous Applications for Payment.
 - b. Work completed for this Application utilizing previously stored materials.
 - c. Additional materials stored with this Application.
 - d. Total materials remaining stored, including materials with this Application.
- G. **Transmittal:** Submit three signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. **Waivers of Mechanic's Lien:** With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. **Waiver Forms:** Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- I. **Waivers of Mechanic's Lien:** With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 5. Products list (preliminary if not final).
 6. Submittal schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire Owner's insurance.
- K. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- L. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."

7. Evidence that claims have been settled.
8. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

DRAFT

Application and Certificate for Payment

TO OWNER:		PROJECT: MASTER FORMS	APPLICATION NO: 001	Distribution to: OWNER: ☐
FROM CONTRACTOR:		VIA ARCHITECT:	PERIOD TO:	ARCHITECT: ☐
			CONTRACT FOR: General Construction	CONTRACTOR: ☐
			CONTRACT DATE: / /	FIELD: ☐
			PROJECT NOS: / /	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.

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)

b. 0 % of Stored Material

(Column F on G703)

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

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

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

CONTRACTOR:

By: _____

State of: _____

County of: _____

Subscribed and sworn to before

me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 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.)

ARCHITECT:

By: _____

Date: _____

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

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	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	GRAND TOTAL							

**CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS**
AIA DOCUMENT G706 - ELECTRONIC FORMAT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

PROJECT:
(Name and address)

CONTRACT FOR:

CONTRACT DATED:

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

CONTRACTOR:
(Name and address)

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

Indicate attachment: ☐ yes ☐ no

BY: _____
(Signature of authorized representative)

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

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

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A - ELECTRONIC FORMAT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

☐
☐
☐
☐
☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

PROJECT:
(Name and address)

CONTRACT FOR:

CONTRACT DATED:

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

ADDITIONAL DOCUMENTS ATTACHED HERETO:

CONTRACTOR:
(Name and address)

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

BY

(Signature of authorized representative)

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

© 1994 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292. AIA DOCUMENT 3706A - CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - 1994 EDITION - AIA® - WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below.
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Electronic Format G706A - 1994

My Commission Expires: _____

DRAFT

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA DOCUMENT G707 - ELECTRONIC FORMAT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

☐
☐
☐
☐
☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

PROJECT:
(Name and address)

CONTRACT FOR:

CONTRACT DATED:

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

on bond of
(Insert name and address of Contractor)

, SURETY,

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

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

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

(Surety)

Attest:

(Signature of authorized representative)

(Seal):

(Printed name and title)

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Requests for Information (RFIs).
 - 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Engineer, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 KEY PERSONNEL

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Engineer.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Engineer.

- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.
- E. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B.
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Engineer.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Engineer's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

- A. General: Engineer will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.
- B. Preconstruction Conference: Engineer will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Preparation of record documents.
 - m. Use of the premises and existing building.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for disruptions and shutdowns.
 - s. Parking availability.
 - t. Office, work, and storage areas.
 - u. Equipment deliveries and priorities.
 - v. First aid.
 - w. Security.
 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: The Engineer will schedule and conduct a Project closeout conference, at a time convenient to Owner and Engineer, but no later than 14 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing sustainable design documentation.
 - e. Requirements for preparing operations and maintenance data.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.
 - j. Coordination of separate contracts.
 - k. Owner's partial occupancy requirements.
 - l. Responsibility for removing temporary facilities and controls.
 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Engineer will conduct progress meetings at biweekly intervals, on an as-needed basis.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.

- 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. Coordination Meetings: Contractor shall conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.

- 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

DRAFT

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Daily construction reports.
 - 3. Material location reports.
 - 4. Field condition reports.
 - 5. Special reports.
- B. Related Sections:
 - 1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Engineer.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
- B. Start-up construction schedule.
 - 1. Approval of cost-loaded start-up construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Start-up Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- E. Daily Construction Reports: Submit at monthly intervals.
- F. Field Condition Reports: Submit at time of discovery of differing conditions.
- G. Special Reports: Submit at time of unusual event.

1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Engineer's request.
- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures

related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including phasing work stages area separations interim milestones and partial Owner occupancy.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

1.6 COORDINATION

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

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 1. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Engineer.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities

in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

- a. Rooftop Units
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 4. Startup and Testing Time: Include not less than 15 days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
 6. Punch List and Final Completion: Include not more than 30 days for punch list and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 6. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Startup and placement into final use and operation.

8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Permanent space enclosure.
 - c. Completion of mechanical installation.
 - d. Completion of electrical installation.
 - e. Substantial Completion.
 - D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
 - E. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
 1. Refer to Division 01 Section "Payment Procedures" for cost reporting and payment procedures.
 - F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 1. Unresolved issues.
 2. Unanswered RFIs.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
 - G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
 - H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- 2.2 START-UP CONSTRUCTION SCHEDULE
- A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed.
 - B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 30 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's construction schedule within 15 days of date established for the Notice to Proceed. Base schedule on the start-up construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (refer to special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Emergency procedures.
 - 12. Orders and requests of authorities having jurisdiction.
 - 13. Change Orders received and implemented.
 - 14. Construction Change Directives received and implemented.
 - 15. Services connected and disconnected.
 - 16. Equipment or system tests and startups.
 - 17. Partial completions and occupancies.
 - 18. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

 AIA® Document G716™ – 2004

Request for Information ("RFI")

TO: _____ FROM: _____
PROJECT: _____ ISSUE DATE: _____ RFI No. _____
PROJECT NUMBERS: / _____ REQUESTED REPLY DATE: _____
COPIES TO: _____

RFI DESCRIPTION: *(Fully describe the question or type of information requested.)*

REFERENCES/ATTACHMENTS: *(List specific documents researched when seeking the information requested.)*
SPECIFICATIONS: _____ **DRAWINGS:** _____ **OTHER:** _____

SENDER'S RECOMMENDATION: *(If RFI concerns a site or construction condition, the sender may provide a recommended solution, including cost and/or schedule considerations.)*

RECEIVER'S REPLY: *(Provide answer to RFI, including cost and/or schedule considerations.)*

BY _____ DATE _____ COPIES TO _____

Note: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.



REQUEST FOR INTERPRETATION

Project: _____

R.F.I. Number: _____

From: _____

To: _____

Date: _____

A/E Project Number: _____

Re: _____

Contract For: _____

Specification Section: _____

Paragraph: _____

Drawing Reference: _____

Detail: _____

Request: _____

Signed by: _____

Date: _____

Response: _____

☐ Attachments

Response From: _____

To: _____

Date Rec'd: _____

Date Ret'd: _____

Signed by: _____

Date: _____

Copies: ☐ Owner

☐ Consultants

☐ _____

☐ _____

☐ _____

☐ _____

☐ File

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 4. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 5. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Engineer and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action, informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Engineer's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled dates for installation.
 - i. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.
1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
 - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCADD 2014.
 - c. Contractor shall execute a data licensing agreement in the form of Agreement included in Project Manual.
 - d. The following plot files will be furnished for each appropriate discipline:
 - 1) Floor plans.
 - 2) Mechanical plans.

3) Electrical plans.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 7 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 7 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 4 days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Engineer's consultants, allow 15 days for review of each submittal. Submittal will be returned to Engineer before being returned to Contractor.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.

- h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
- 1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-06100.01.A).
 - 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
 - 4. Include the following information on an inserted cover sheet:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Related physical samples submitted directly.
 - m. Other necessary identification.
 - 5. Include the following information as keywords in the electronic file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- F. Options: Identify options requiring selection by the Engineer.

- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Use CSI Form 12.1A.
 2. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Indication of full or partial submittal.
 - j. Drawing number and detail references, as appropriate.
 - k. Transmittal number, numbered consecutively.
 - l. Submittal and transmittal distribution record.
 - m. Remarks.
 - n. Signature of transmitter.
 3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- L. Use for Construction: Use only final submittals that are marked with approval notation from Engineer's action stamp.

1.6 CONTRACTOR'S USE OF ENGINEER'S CAD FILES

- A. General: At Contractor's written request, copies of Engineer's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
- B. General: Electronic copies of CAD Drawings of the Contract Drawings may be provided by Engineer for Contractor's use in preparing submittals.
 - 1. The Documents for this project were prepared using commercial software on computers.
 - 2. Drawing files (in AutoCAD V2000) are available to individual firms at a cost of \$100 per drawing. DXF files or other formats are subject to negotiation.
 - 3. Specification files are only available to the Contractor as a complete set at the cost of \$500. These files will only be furnished as PDF graphics for use with Adobe Acrobat 4.0.
 - 4. Make checks payable to Gipe Associates, Inc. These costs are to cover the services of retrieving the data and providing the respective files.
 - 5. These digital files will only be released upon payment and original signature on the "Digital Information Electronic Release Agreement Form enclosed at the end of Part 3. Faxed copy and credit card orders are not acceptable.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Post electronic submittals as PDF electronic files directly to Engineer's FTP site specifically established for Project.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Submit electronic submittals via email as PDF electronic files.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 3. Action Submittals: Submit six or more paper copies of each submittal, unless otherwise indicated. Engineer will return five (5) copies.
 - 4. Informational Submittals: Submit five (5) paper copies of each submittal, unless otherwise indicated. Engineer will not return copies.
 - 5. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
 - 6. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

- a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
7. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
 - b. Six or more paper copies of Product Data, unless otherwise indicated. Engineer will return five (5) copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based upon Engineer's digital data drawing files is otherwise permitted.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.

- e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1067 mm).
- 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
 - b. Two opaque (bond) copies of each submittal. Engineer will return one copy.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product indicated in the Contract Documents.
 - 2. Manufacturer and product name, and model number if applicable.
 - 3. Number and name of room or space.
 - 4. Location within room or space.
 - 5. Submit product schedule in the following format:
 - a. PDF electronic file.
 - b. Three paper copies of product schedule or list, unless otherwise indicated. Engineer will return two copies.

- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
 4. Submit subcontract list in the following format:
 - a. PDF electronic file.
 - b. Number of Copies: Three paper copies of subcontractor list, unless otherwise indicated. Engineer will return two copies.
- J. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- Q. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on

evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- S. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- T. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- V. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- W. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally-signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300



Gipe Associates, Inc.
CONSULTING ENGINEERS

RELEASE OF ELECTRONIC MEDIA (DRAWINGS, SPECIFICATIONS, ETC.)

PROJECT: _____ DATE: _____

PROJECT NO: _____ RECORD DOCUMENT DATE _____

In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by Gipe Associates, Inc., the Owner, its agents, other design professionals, or contractors covenants and agrees that all such drawings and data are instruments of service of Gipe Associates, Inc., and its Consultants (hereinafter referred to as the Engineer), who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights.

For documentation purposes, the original electronic media (disks) will be retained by the Engineer, and both parties acknowledge that the referenced, dated Record Document is the actual contract deliverable. The Owner shall be permitted to retain copies of Drawings and Specifications prepared in electronic form for the Owner's convenience in connection with the specific project for which this information was prepared. Due to the potential that the information set forth on the electronic media can be modified, unintentionally or otherwise, the Engineer reserves the right to remove all indicia of its ownership and/or involvement from each document on the electronic media.

No warranty is made or implied as to the suitability of these files or the information they contain for such purpose. In all cases, the Contract Drawings and Specifications shall define all requirements. The Contractor is responsible for verification of Drawings and field conditions and recognizing the impermanence and changeability of electronic files, assumes all responsibility for their use and alteration.

The Owner, its Agents or other design professionals further agree not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Owner, its Agents, other design professionals, or contractors agree to waive all claims against the Engineer, and to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost, including reasonable attorneys' fees and cost of defense, arising from any changes or use of the Drawings and data made by anyone other than the Engineer without the prior written consent of the Engineer. Any such unauthorized use or reuse will be at the Owner's sole risk and without liability or legal exposure to the Engineer.

Under no circumstances shall transfer of the Drawings and other instruments of service on electronic media for use by the Owner, its Agents or other design professionals be deemed a sale by the Engineer, and the Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Accepted - Owner or Owner's Representative

Printed Name and Title

Date



SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST

Project: _____

To (A/E): _____

From (Contractor): _____
Date: _____
A/E Project Number: _____
Contract For: _____

List Subcontractors and Major Material Suppliers proposed for use on this Project as required by the Construction Documents. Attach supplemental sheets if necessary.

Section Number	Section Title	Firm	Address	Phone Number (Fax Number)	Contact

☐ Attachments

Signed by: _____ Date: _____

Copies: ☐ Owner ☐ Consultants ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ File



SUBMITTAL TRANSMITTAL

Project: _____ Date: _____
A/E Project Number: _____

TRANSMITTAL A To (Contractor): _____ Date: _____ Submittal No. _____
From (Subcontractor): _____ By: _____ ☐ Resubmission

Qty.	Reference / Number	Title / Description / Manufacturer	Spec. Section Title and Paragraph / Drawing Detail Reference

- ☐ Submitted for review and approval
☐ Resubmitted for review and approval
☐ Complies with contract requirements
☐ Will be available to meet construction schedule
☐ A/E review time included in construction schedule

- ☐ Substitution involved - Substitution request attached
☐ If substitution involved, submission includes point-by-point comparative data or preliminary details
☐ Items included in submission will be ordered immediately upon receipt of approval

Other remarks on above submission: _____

☐ One copy retained by sender

TRANSMITTAL B To (A/E): _____ Attn: _____ Date Rec'd by Contractor: _____
From (Contractor): _____ By: _____ Date Trnsmt'd by Contractor: _____

- ☐ Approved
☐ Approved as noted

- ☐ Revise / Resubmit
☐ Rejected / Resubmit

Other remarks on above submission: _____

☐ One copy retained by sender

TRANSMITTAL C To (Contractor): _____ Attn: _____ Date Rec'd by A/E: _____
From (A/E): _____ ☐ Other By: _____ Date Trnsmt'd by A/E: _____

- ☐ Approved
☐ Approved as noted
☐ Not subject to review
☐ No action required
☐ Revise / Resubmit
☐ Rejected / Resubmit
☐ Approved as noted / Resubmit

- ☐ Provide file copy with corrections identified
☐ Sepia copies only returned
☐ Point-by-point comparative data required to complete approval process
☐ Submission Incomplete / Resubmit

Other remarks on above submission: _____

☐ One copy retained by sender

TRANSMITTAL D To (Subcontractor): _____ Attn: _____ Date Rec'd by Contractor: _____
From (Contractor): _____ By: _____ Date Trnsmt'd by Contractor: _____

Copies: ☐ Owner ☐ Consultants ☐ _____ ☐ _____ ☐ _____ ☐ One copy retained by sender

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Divisions 02 through 26 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Contractor's Quality-Control Manager Qualifications: For supervisory personnel.

- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.

- C. **Factory-Authorized Service Representative's Reports:** Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. **Permits, Licenses, and Certificates:** For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

- A. **General:** Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. **Specialists:** Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. **Testing Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according

to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

- H. **Manufacturer's Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. **Preconstruction Testing:** Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
 2. **Testing Agency Responsibilities:** Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.8 QUALITY CONTROL

- A. **Owner Responsibilities:** Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.

3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses. .
1. Distribution: Distribute schedule to Owner, Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Engineer.

4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Engineer's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution Requirements."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections:
 - 1. Division 01 Section "Summary" for limitations on work restrictions and utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Engineer, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: A room in the building will be dedicated for use as a field office.
- B. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage, including delivery, handling, and storage provisions for materials subject to water absorption or water damage, discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- C. Sanitary Facilities: Owner will allow use of onsite sanitary facilities as long as they are properly maintained and kept clean.
- D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
- E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- F. Furnish and temporarily install as a minimum the following:
 - 1. Temporary power utilizing a generator to feed existing main switchboard at 700 Building.
 - 2. Temporary generator shall be of adequate size to power the entire 700 Building. Coordinate peak electrical demand with Bill Smallwood at DTCC.
 - 3. Temporary power utilizing a generator to feed existing 400A automatic transfer switch at the 100 Building.
 - 4. All fuel required to operate temporary generator systems for the duration of the project.
- G. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution Requirements" for progress cleaning requirements.
- D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Division 01 Section "Summary."

- B. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- E. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
- D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections:
 - 1. Division 01 Section "Substitution Procedures" for requests for substitutions.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 2. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Engineer does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Engineer will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. Refer to Divisions 02 through 28. Sections for specific content requirements and particular requirements for submitting special warranties.

- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Engineer will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable

Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Matching Specification: Where Specifications require "match Engineer's sample", provide a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.
 - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Engineer from manufacturer's full range" or similar phrase, select a product that complies with requirements. Engineer will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer may return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
 - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000



SUBSTITUTION REQUEST (After the Bidding Phase)

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____

A/E Project Number: _____
Re: _____ Contract For: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
Manufacturer: _____ Address: _____ Phone: _____
Trade Name: _____ Model No.: _____
Installer: _____ Address: _____ Phone: _____
History: ☐ New product ☐ 2-5 years old ☐ 5-10 yrs old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

☐ Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:
Project: _____ Architect: _____
Address: _____ Owner: _____
_____ Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

Savings to Owner for accepting substitution: _____ (\$ _____).

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] _____ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

SUBSTITUTION REQUEST (Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01330.
- ☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
- ☐ Substitution rejected - Use specified materials.
- ☐ Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E ☐ _____

SECTION 017300 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Installation of the Work.
2. Cutting and patching.
3. Coordination of Owner-installed products.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

- B. Related Sections:

1. Division 01 Section "Submittal Procedures" for submitting surveys.
2. Division 01 Section "Selective Demolition" for demolition and removal of selected portions of the building.
3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
4. Division 26 Section "Electrical Firestopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

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

1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Engineer of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Electrical wiring systems.
 - i. Operating systems of special construction.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Equipment supports.
 - e. Piping, ductwork, vessels, and equipment.
 - f. Noise- and vibration-control elements and systems.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Engineer according to requirements in Division 01 Section "Project Management and Coordination."
- E. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 01 Section "Summary."

- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

- 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Utilize containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls".
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

DRAFT



REQUEST FOR INTERPRETATION

Project: _____ R.F.I. Number: _____

From: _____
To: _____ Date: _____

A/E Project Number: _____
Re: _____ Contract For: _____

Specification Section: Paragraph: Drawing Reference: Detail:

Request:

Signed by: _____ Date: _____

Response:

☐ Attachments

Response From: To: Date Rec'd: Date Ret'd:

Signed by: _____ Date: _____

Copies: ☐ Owner ☐ Consultants ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ File

SECTION 017310 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 01 Section "Selective Demolition" for demolition of selected portions of the building.
 - 2. Divisions 02 through 26 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

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

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least seven (7) days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Engineer's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 1. Primary operational systems and equipment.
 2. Air or smoke barriers.
 3. Fire-suppression systems.
 4. Mechanical systems piping and ducts.
 5. Control systems.
 6. Communication systems.
 7. Conveying systems.
 8. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
 1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Exterior curtain-wall construction.
 4. Equipment supports.
 5. Piping, ductwork, vessels, and equipment.
 6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

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

END OF SECTION 017310

SECTION 017320 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building or structure.
- B. Related Sections include the following:
 - 1. Division 01 Section "Summary" for use of premises, and phasing, and Owner-occupancy requirements.
 - 2. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
 - 3. Division 01 Section "Cutting and Patching" for cutting and patching procedures.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 SUBMITTALS

- A. Qualification Data: For demolition firm and refrigerant recovery technician.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.

2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Locations of proposed dust- and noise-control temporary partitions and means of egress.
 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
 6. Means of protection for items to remain and items in path of waste removal from building.
- C. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- D. Predemolition Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- E. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.
- D. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."
- E. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:
1. Inspect and discuss condition of construction to be selectively demolished.
 2. Review structural load limitations of existing structure.
 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 5. Review areas where existing construction is to remain and requires protection.

1.6 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

1. Comply with requirements specified in Division 01 Section "Summary."
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 1. Before selective demolition, Owner will remove the following items:
- C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Owner will remove hazardous materials under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 1. Maintain electrical system in service during selective demolition operations.
 2. Maintain fire alarm system in service during selective demolition operations.
 3. Maintain communications systems in service during selective demolition operations.
 4. Maintain fire-protection facilities in service during selective demolition operations.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction videotapes.
 - 1. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.
- G. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
 - 1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off indicated utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

B. Removed Items:

1. Pack or crate items after cleaning. Identify contents of containers.
2. Store items in a secure area until delivery to Owner.
3. Transport items to Owner's storage area designated by Owner.
4. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 017320

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Sections:
 - 1. Division 01 Section "Execution Requirements" for progress cleaning of Project site.
 - 2. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 5. Divisions 02 through 28 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

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

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

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings.

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

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

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in the following format:
 - a. PDF electronic file.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within seven (7) days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - f. Sweep concrete floors broom clean in unoccupied spaces.
 - g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - h. Remove labels that are not permanent.

- i. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
 - j. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - k. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - l. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls".

END OF SECTION 017700

DRAFT



PUNCH LIST

Project: _____

From (A/E): _____

Site Visit Date: _____

To (Contractor): _____

A/E Project Number: _____

Contract For: _____

The following items require the attention of the Contractor for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Item Number	Room Number	Location (Area)	Description	Correction/Completion Date	Verification A/E Check

☐ Attachments

Signed by: _____ Date: _____

Copies: ☐ Owner ☐ Consultants ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ File

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Product maintenance manuals.
 - 5. Systems and equipment maintenance manuals.
- B. Related Sections:
 - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Divisions 02 through 26 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual specification sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Where applicable, clarify and update reviewed manual content to correspond to modifications and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically-indexed file. Submit on digital media acceptable to Engineer.

- a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically-linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
2. Six (6) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Engineer will return all six copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Engineer will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Engineer will return copy with comments.
 1. Correct or modify each manual to comply with Engineer's comments. Submit copies of each corrected manual within 15 days of receipt of Engineer's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Include the following information:
1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Engineer.
 7. Names and contact information for major consultants to the Engineer that designed the systems contained in the manuals.
 8. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components

of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 1. Fire.
 2. Flood.
 3. Water leak.
 4. Power failure.
 5. Water outage.
 6. System, subsystem, or equipment failure.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

2.5 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference

Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.

- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
 2. Troubleshooting guide.
 3. Precautions against improper maintenance.
 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 5. Aligning, adjusting, and checking instructions.
 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
1. Do not use original project record documents as part of operation and maintenance manuals.
 2. Comply with requirements of newly prepared record Drawings in Division 01 Section "Project Record Documents."
- G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Sections:
 - 1. Division 01 Section "Execution Requirements" for final property survey.
 - 2. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 4. Divisions 02 through 26 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy of each submittal.

- E. Reports: Submit written report weekly indicating items incorporated in Project record documents concurrent with progress of the Work, including modifications, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Revisions to routing of piping and conduits.
 - d. Revisions to electrical circuitry.
 - e. Actual equipment locations.
 - f. Duct size and routing.
 - g. Locations of concealed internal utilities.
 - h. Changes made by Change Order or Construction Change Directive.
 - i. Changes made following Engineer's written orders.
 - j. Details not on the original Contract Drawings.
 - k. Field records for variable and concealed conditions.
 - l. Record information on the Work that is shown only schematically.
 - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
 - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Engineer determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 2. Consult Engineer for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Engineer.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy.
 - 1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as paper copy.
 - 1. Include miscellaneous record submittals directory organized by specification section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's reference during normal working hours.

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training video recordings.
- B. Related Sections:
 - 1. Divisions 02 through 26 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

- A. Attendance Record: For each training module, submit list of participants and length of instruction time.
- B. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 CLOSEOUT SUBMITTALS

- A. Transcript: Prepared on 8-1/2-by-11-inch (215-by-280-mm) paper, punched and bound in heavy-duty, three-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
- B. At completion of training, submit complete training manual(s) for Owner's use.

1.5 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

- B. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
1. Inspect and discuss locations and other facilities required for instruction.
 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
 3. Review required content of instruction.
 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Engineer.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 2. Documentation: Review the following items in detail:

- a. Operations manuals.
 - b. Maintenance manuals.
 - c. Project record documents.
 - d. Identification systems.
 - e. Warranties and bonds.
 - f. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
- a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
- a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
- a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.

- f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Engineer will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
 - 2. Owner will furnish an instructor to describe Owner's operational philosophy.
 - 3. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner, through Engineer, with at least seven days' advance notice.
- C. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 017900

DIVISION 26
SECTION 260500
COMMON WORK RESULTS FOR ELECTRICAL
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SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Electrical equipment coordination and installation.
 - 2. Sleeves for raceways and cables.
 - 3. Foam duct sealant.
 - 4. Grout.
 - 5. Common electrical installation requirements.
- B. Provide all labor, materials, equipment, and services necessary for and incidental to the complete installation and operation of all electrical work.
 - C. Unless otherwise specified, all submissions shall be made to, and acceptances and approvals made by the Engineer.
 - D. Contract Drawings are generally diagrammatic and all offsets, fittings, transitions and accessories are not necessarily shown. Furnish and install all such items as may be required to fit the work to the conditions encountered.
 - E. Arrange conduits, equipment, and other work generally as shown on the Contract Drawings, providing proper clearance and access. Where departures are proposed because of field conditions or other causes, prepare and submit detailed shop drawings for approval in accordance with Article "Submittals" specified below. The right is reserved to make reasonable changes in location of equipment, boxes, conduit/wiring, and devices, up to the time of rough-in or fabrication.
 - F. Conform to the requirements of all rules, regulations and codes of local, state and federal authorities having jurisdiction.
 - G. Coordinate the work under Division 26 with the work of all other construction trades.
 - H. Be responsible for all construction means, methods, techniques, procedures, and phasing sequences used in the work. Furnish all tools, equipment and materials necessary to properly perform the work in first class, substantial, and workmanlike manner, in accordance with the full intent and meaning of the Contract Documents.

1.3 PERMITS, FEES, AND INSPECTIONS

- A. Obtain all permits and pay taxes, fees and other costs in connection with the work. File necessary plans, prepare documents, give proper notices and obtain necessary approvals. Deliver inspection and approval certificates to Owner prior to final acceptance of the work.
- B. Permits and fees shall comply with Division 01 Section, *General Requirements*.
- C. Notify Inspection Authorities to schedule inspections of work.
- D. Notify Engineer in advance of scheduled inspections.
- E. An electrical foreman, superintendent or other supervisor shall be in attendance for all scheduled inspections.
- F. An electrical certificate from an independent (non-governmental) electrical inspection agency must be submitted to the Engineer and Owner prior to or with the final payment invoice. The electrical sub-contractor shall file with the independent inspection agency, and pay all fees associated with such filing, at the start of construction so that adequate rough-in inspection can be made during the course of work.

1.4 EXAMINATION OF SITE

- A. Examine the site, determine all conditions and circumstances under which the work must be done, and make all necessary allowances for same. No additional cost to the Owner will be permitted for Contractor's failure to do so.
- B. Examine and verify specific conditions described in individual Specifications sections.
- C. Verify that utility services are available, of the correct characteristics, and in the correct locations.

1.5 INTERPRETATION OF DOCUMENTS

- A. Any discrepancies between Drawings, Specifications, Drawings and Specifications, or within Drawings and Specifications shall be promptly brought to the attention of the Owner during the bidding period. No allowance shall subsequently be made by reason of failure to have brought said discrepancies to the attention of the Owner during the bidding period or of any error on the Bidder's part.
- B. The locations of products shown on Drawings are approximate. Place the devices to eliminate all interference with overhead ducts, piping, etc. Where any doubt exists, the exact location shall be determined by the Owner.
- C. No electrical equipment, e.g. transfer switches, panelboards, disconnect switches, motor controllers, etc. shall be installed beneath ductwork, piping, etc.
- D. All general trades and existing conditions shall be checked before installing any outlets, power wiring, etc.
- E. Equipment sizes shown on the Drawings are estimated. Before installing any wire or conduit, obtain the exact equipment requirements and install wire, conduit, or other item of the correct

size for the equipment actually installed. However, wire and conduit sizes shown on the Drawings shall be taken as a minimum and shall not be reduced without written approval from the Owner.

- F. Where variances occur between the Drawings and Specifications or within either document itself, the item or arrangement of better quality, greater quality, or higher cost shall be included in the Contract Price. The Engineer will decide on the item and manner in which the work shall be installed.
- G. Contract Drawings are generally diagrammatic and all offsets, fittings, transitions, and accessories are not necessarily shown. Furnish and install all such items as may be required to fit the work to the conditions encountered. Arrange conduits, equipment, and other work generally as shown on the Contract Drawings, providing proper clearance and access. Where departures are proposed because of field conditions or other causes, prepare and submit detailed Shop Drawings for approval in accordance with Article "Submittals" as herein after specified. The right is reserved to make reasonable changes in location of equipment, conduit/wiring, and devices, up to the time of rough-in or fabrication.
- H. Work not specifically outlined, but reasonably incidental to the completion of the work, shall be included without additional compensation from the Engineer and Owner.
- I. Perform the work in a first-class, substantial and workmanlike manner. Any materials installed which do not present an orderly and neat workmanlike appearance shall be removed and replaced when so directed by the Engineer, at the Contractor's expense.
- J. Contact and coordinate service entrance equipment and layout with local power company prior to ordering or installing any service entrance equipment. Contractor shall furnish and install all incoming raceway and service entrance cables. If the power company plans to install cable and/or conduit, Contractor is responsible for proper coordination of cable, conduit, lug sizes, etc., for proper interface between utility owned/installed equipment and Contractor-installed equipment.
- K. The Owner shall make the application for electrical service and pay for all service charges, as coordinated with the Contractor.
- L. The complete set of Drawings and Specifications apply to this work. The successful Bidder shall familiarize himself with all other related documents.

1.6 MATERIALS AND EQUIPMENT

- A. Materials and equipment installed as a permanent part of the project shall be new, unless otherwise indicated or specified, and of the specified type and quality. Existing items of equipment are being relocated under this Division of the Specifications. The Contractor shall be responsible for connecting all utilities as shown on the Drawings, to equipment identified as existing.
- B. Where material or equipment is identified by proprietary name, model number and/or manufacturer, furnish named item, or its equal, subject to approval by Engineer. Substituted items shall be equal or better in quality and performance and must be suitable for available space, required arrangement, and application. Submit all data necessary to determine suitability of substituted items, for approval.

- C. The suitability of named item only has been verified. Where more than one item is named, only the first named item has been verified as suitable. Substituted items, including items other than first named shall be equal or better in quality and performance to that of specified items, and must be suitable for available space, required arrangement and application. Contractor, by providing other than the first named manufacturer, assumes responsibility for all necessary adjustments and modifications necessary for a satisfactory installation. Adjustments and modifications shall include but not be limited to electrical, structural, support, and architectural work.
- D. Substitution will not be permitted for specified items of material or equipment where noted.
- E. All items of equipment furnished shall have a service record of at least five (5) years.

1.7 FIRE SAFE MATERIALS

- A. Unless otherwise indicated, materials and equipment shall conform to UL, NFPA and ASTM standards for fire safety with smoke and fire hazard rating not exceeding flame spread of 25 and smoke developed of 50.

1.8 REFERENCED STANDARDS, CODES AND SPECIFICATIONS

- A. Specifications, Codes and Standards listed below are included as part of this Specification, latest edition:
 - 1. ADA - Americans with Disabilities Act
 - 2. ANSI - American National Standards Institute
 - 3. ASTM - American Society for Testing and Materials
 - 4. CSA - Canadian Standards Association
 - 5. DNREC - Delaware Department of Natural Resources and Environmental Control
 - 6. EPA - Environmental Protection Agency
 - 7. FM - Factory Mutual
 - 8. IBC - International Building Code
 - 9. IEEE - Institute of Electrical and Electronics Engineers
 - 10. NEC - National Electrical Code
 - 11. NECA - National Electrical Contractors Association
 - 12. NEMA - National Electrical Manufacturers Association
 - 13. NFPA - National Fire Protection Association

- 14. OSHA - Occupational Safety and Health Act
- 15. UL - Underwriters' Laboratories

- B. The application standards of the local electric utility company.
- C. Electrical construction materials shall, where a listing is normal for the particular class of material, be listed in *Electrical Construction Materials List* of the Underwriters' Laboratories, Inc. (U.L.) and shall bear the listing label. Electrical equipment shall, where a listing is normal for the particular class of equipment, be listed in the *Electrical Appliance and Utilization Equipment List* of the Underwriters' Laboratories, Inc. (U.L.) and shall bear the listing label. Materials and equipment listed and labeled as "approved for the purpose" by other nationally recognized testing laboratory, inspection agency or approved organization (such as E.T.L. or Factory Mutual) shall be acceptable.

1.9 SUBMITTALS

- A. Product Data: Include complete descriptive product data for items specified in Part 2 of this Section.

1.10 SUBMITTAL PROCEDURES

- A. Refer to Division 01, Section "Submittal Procedures" for requirements in addition to those indicated herein.
- B. Equipment, materials, installation, workmanship and arrangement of work are subject to review and acceptance. No substitution will be permitted after acceptance of equipment or materials except where such substitution is considered by the Engineer, to be in the best interest of the Owner.
- C. After acceptance of Material and Equipment List, submit six (6) copies, or more as required under the General Conditions, of complete descriptive data for all items as outlined below.
- D. Electronic submittals shall be prepared as a Portable Document Format (PDF) file and shall include as page 1 the Contractor's stamp, followed by the submittal contents. Submittal form shall identify the Project, Contractor, Subcontractor or Supplier, and pertinent Contract Document references.
- E. Submittals shall consist of specifications, product data sheets, manufacturer's catalog cuts, dimensional shop drawings, wiring diagrams, installation instructions, samples, and any other information necessary to indicate complete compliance with Contract Documents.
- F. Submittals shall include, but not be limited to, the following information: size, type, functional characteristics, compliance with standards in Division 26, required service access which shall be suitable for intended location and use, electrical service connections and requirements, and deviations from Contract Document requirements.
- G. Identify submittals, indicating intended application, location and service of submitted items. Refer to Specification sections or paragraphs and Drawings where applicable.

- H. Clearly indicate exact type, model number, style, size, operating characteristics, ratings, options and special features of proposed item specifically for application to this project. Submittals of a general nature will not be acceptable.
- I. Submit actual operating conditions or characteristics for all equipment where required capacities are indicated. Factory order forms showing only required capacities will not be acceptable. Call attention, in writing, to deviation from contract requirements.
- J. Thoroughly review and stamp all submittals to indicate compliance with contract requirements prior to submission. Coordinate installation requirements and all electrical requirements for equipment submitted. The Contractor shall be responsible for correctness of all submittals.
- K. Submittals will be reviewed for general compliance with design concept in accordance with Contract Documents, but dimensions, quantities, or other details will not be verified.
- L. For any submittal requiring more than two (2) reviews by the Engineer (including those caused by a change in subcontractor or supplier) the Owner will withhold Contractor's funds by a change order to the contract to cover the cost of additional reviews. One review is counted for each action including rejection or return of any reason.
- M. For substituted items, clearly list on the first page of the submittal all differences between the specified item and the proposed item. The Contractor shall be responsible for corrective action and maintaining the Specification requirements if differences have not been clearly indicated in the submittal.
- N. Acceptance will not constitute waiver of contract requirements unless deviations are specifically indicated and clearly noted. Use only final or corrected submittals and data prior to fabrication and/or installation.
- O. Every submittal including, but not limited to the list below, shall be forwarded with its own transmittal as a separate, distinct submittal. Identify all submittals by the name of the item/system and the applicable Specification Section and/or Drawing number. Grouping of items/systems that are not related shall be unacceptable.

Items and Systems

- 1. Analysis & Coordination Study
- 2. Arc Flash Hazard Analysis
- 3. Arc Flash Hazard Labels
- 4. Circuit Breakers
- 5. Conductors and Cables - 600V or Less
- 6. Conduit and Raceway
- 7. Connectors and Splices
- 8. Equipment Nameplates/Labels
- 9. Firestopping Materials
- 10. Foam Duct Sealant
- 11. Generators
- 12. Ground Conductors
- 13. Ground Rods
- 14. Grout
- 15. Handholes
- 16. Hangers and Supports

17. Identification Products
18. Installation/Coordination Drawings
19. Junction and Pull Boxes
20. Operation and Maintenance Manual
21. Outlet and Device Boxes
22. Panelboard Circuit Directories
23. Qualification Data
24. Receptacles
25. Record Drawings
26. Sleeves
27. Surge Protective Devices
28. Testing Agency Qualifications
29. Test Reports
30. Toggle/Snap Switches
31. Transfer Switches
32. Underground Ductbank Products
33. Wiring Diagrams

- P. Submit for approval any other submittals as required by the Engineer or Owner. No item listed above shall be delivered to the site, or installed, until approved. After the proposed materials have been approved, no substitution will be permitted except where approved by the Engineer.
- Q. Prepare and submit a detailed schedule of values indicating the Contract costs for the major work items. Provide additional detail and information as requested by the Engineer.
- R. For resubmissions, the Contractor must address in writing all of the Engineer's comments on the original submission to verify compliance.

1.11 SHOP DRAWINGS

- A. Prepare and submit Shop Drawings for all electrical equipment, specially fabricated items, modifications to standard items, specially designed systems where detailed design is not shown on the Contract Drawings, or where the proposed installation differs from that shown on Contract Drawings.
- B. Shop drawings shall include identification of products being installed, compliance with specified standards, notation of coordination requirements, notation of dimensions verified by field measurement, etc. Do not base shop drawings on reproductions of the Contract Documents or standard printed data.
- C. Submit shop drawings concurrent with product data. Shop drawings received without associated product data will be returned without review.
- D. Submit for approval schematic diagrams of each electrical system installed in the building, including but not limited to Riser Diagrams and Schematic Wiring Diagrams for the following systems:
1. Emergency Power Supply System – Generator and Transfer Switch(es)

- E. Shop Drawing diagrams shall indicate device location, service, type, make, model number and the identification number of each device in the particular system. Following approval by all authorities, the diagrams shall be inserted into the O&M Manual specified herein.
- F. Submit for approval any other shop drawings as required by the Engineer or Owner. No item listed above shall be delivered to the site, or installed, until approved. After the proposed materials have been approved, no substitution will be permitted except where approved by the Engineer.
- G. For any shop drawing requiring more than two (2) reviews by the Engineer (including those caused by a change in subcontractor or supplier) the Owner will withhold Contractor's funds by a change order to the contract to cover the cost of additional reviews. One review is counted for each action including rejection or return for any reason.
- H. Refer to individual Specification Sections and Contract Drawings for additional shop drawing requirements.
- I. For resubmissions, the Contractor must address in writing all of the Engineer's comments on the original submission to verify compliance.

1.12 DEFINITIONS

- A. *Approve*: To permit use of material, equipment or methods conditional upon compliance with contract documents requirements.
- B. *Building Line*: Exterior wall of building.
- C. *Concealed*: Hidden from sight in chases, formed spaces, shafts, hung ceilings, or embedded in construction.
- D. *Conduits*: Include conduit, all fittings, identification, and other accessories relative to such conduit.
- E. *Contractor*: The Electrical Contractor and any of his subcontractors, vendors, suppliers, or fabricators.
- F. *EPDM*: Ethylene-propylene-diene terpolymer rubber
- G. *Exposed*: Not installed underground or *concealed* as defined above.
- H. *Finished Spaces*: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceiling, unexcavated spaces, crawl spaces, and tunnels.
- I. *Furnish and install or Provide*: To supply, erect, install, and connect to complete for readiness for regular operation, the particular work referred to.
- J. *Location, Damp*: Locations protected from water and not subject to saturation with water or other liquids, but subject to moderate degrees of moisture. Examples of such locations include interior locations such as basements, crawlspaces, attics, cold-storage rooms, etc...

- K. *Location, Dry:* A location not normally subject to dampness or wetness. A dry location may temporarily be subject to dampness or wetness during building construction.
- L. *Location, Wet:* Locations subject to saturation with water or other liquids, locations exposed to weather, and installations underground or in concrete slabs or masonry in direct contact with the Earth. Examples of such locations include all exterior locations (including those under canopies, roofed open porches, etc...) commercial kitchens, and vehicle washing areas.
- M. *NBR:* Acrylonitrile-butadiene rubber.
- N. *Review:* Limited observation or checking to ascertain general conformance with design concept of the work and with information given in contract documents. Such action does not constitute a waiver or alteration of the contract requirements.

1.13 RECORD DRAWINGS

- A. Upon completion of the electrical installations, the Contractor shall deliver to the Engineer one complete set of prints of the electrical Contract Drawings which shall be legibly marked in red pencil to show all changes and departures of the installation as compared with the original design. They shall be suitable for use in preparation of Record Drawings.
- B. Contractor shall incorporate all sketches, addendums, value engineering, change orders, etc., into record drawings prior to delivering the same to the Architect.

1.14 WARRANTY

- A. Contractor's attention is directed to warranty obligations contained in the General Conditions.
- B. The above shall not in any way void or abrogate equipment manufacturer's guarantee or warranty. Certificates of equipment manufacturer's warranties shall be included in the operations and maintenance manuals.
- C. The Contractor guarantees for a two (2) year period from the time of final acceptance by the Owner:
 - 1. That the work contains no faulty or imperfect material or equipment or any imperfect, careless, or unskilled workmanship.
 - 2. That all work, equipment, machines, devices, etc. shall be adequate for the use to which they are intended, and shall operate with ordinary care and attention in a satisfactory and efficient manner.
 - 3. That the Contractor will re-execute, correct, repair, or remove and replace with proper work, without cost to the Owner, any work found to be deficient. The Contractor shall also make good all damages caused to their work or materials in the process of complying with this section.
 - 4. That the entire work shall be water-tight and leak-proof.

1.15 OPERATION AND MAINTENANCE MANUALS

- A. The Contractor shall have prepared three (3) hardcopies and one (1) electronic copy of the Operation and Maintenance Manual and deliver these copies of the manual to the Owner. The manual shall be as specified herein. The manual must be approved and will not be accepted as final until so stamped.
- B. The manual shall be bound in a three-ring loose-leaf binder similar to National No. 3881 with the following title lettered on the front: *Operation and Maintenance Manual – DTCC Terry Campus Generator Replacement - Electrical*. No sheets larger than 8-1/2 inches x 11 inches shall be used, except sheets that are neatly folded to 8-1/2 inches x 11 inches and used as a pull-out. Provide divider tabs and table of contents for organizing and separating information.
- C. Provide the following data in the manual:
 - 1. As first entry, an approved letter indicating the starting/ending time of Contractor's warranty period.
 - 2. Maintenance operation and lubrication instructions on each piece of equipment furnished.
 - 3. Complete catalog data on each piece of electrical equipment furnished including approved Shop Drawing/Submittal with Engineer's Comments (if any).
 - 4. Manufacturer's extended limited warranties on equipment.
 - 5. Provide sales and authorized service representatives names, address, and phone numbers of all equipment and subcontractors.
 - 6. Provide supplier and subcontractor's names, address, and phone number.
 - 7. Catalog data of all equipment, starters, etc. shall include wiring diagrams, parts list and assembly drawing.
 - 8. Access panel charts with index illustrating the location and purpose of access panels.
 - 9. Approved Electrical Inspection Certificates.
 - 10. Start-up reports for equipment.
- D. Submit Operation and Maintenance Manual prior to the anticipated date of Substantial Completion for Engineer review and approval. Substantial Completion requires that Operation and Maintenance Manuals be reviewed and approved.
- E. Deliver all instruction materials to the Owner prior to the formal instruction period.
- F. Upon completion of all work, thoroughly instruct the Owner's representatives in the proper operation and maintenance of all electrical equipment and systems.
- G. Instructions shall be done only after completed systems have been put into operation and tested for proper operation and performance.
- H. Instructions shall be given only by experts in the equipment or system and shall include descriptions and demonstrations of procedures of operation, data record keeping, etc.

- I. Furnish the necessary technicians, skilled workers, and helpers to operate the electrical systems and equipment of the entire project for one (1) 8-hour day.
- J. Where specified in technical sections, provide longer periods required for specialized equipment.
- K. The Operation and Maintenance Manual shall be available at the time of the instructions, for use by Instructors and Owner personnel.
- L. Schedule the general and specialized instruction periods for a time agreed upon by the Owner and Engineer.

1.16 INSTALLATION AND COORDINATION DRAWINGS

- A. Prepare, submit and use composite installation and coordination drawings to assure proper coordination and installation of the work. Drawings shall include, but not be limited to the following:
 - 1. Mechanical/Electrical Rooms indicating transformers, panelboards, enclosures, boxes, conduits, mechanical equipment, ductwork, and piping, etc...
 - 2. Generator yards indicating generators, transfer switches, handholes, transformers, fuel tanks, ductbanks, etc...
- B. Draw plans to a scale not less than ¼ inch equals one foot. Include plans, sections and elevations of the proposed work, showing all equipment (mechanical, plumbing and electrical), conduit and wiring in the areas involved. Fully dimension all work, horizontally and vertically. Show coordination with other work including piping, ductwork and other mechanical work, walls, doors, ceilings, columns, beams, joists and other architectural and structural work.
- C. Identify all equipment and devices on wiring diagrams. Where field connections are shown to factory-wired terminals, furnish manufacturer's literature showing internal wiring of equipment.
- D. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are of importance to the efficient flow of the Work.

PART 2 PRODUCTS

2.1 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

2.2 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.3 FOAM DUCT SEALANT

- A. Description: Two-part, high-expansion foam duct sealant to keep water, acids, dust, gases, insects and rodents out of ducts (conduits).
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. American Polywater Corporation
- C. Basis of Design: FST Foam Sealant by American Polywater Corporation.
- D. The foam duct sealant shall be a two-part "blown" urethane foam with 98% closed cell content.
- E. The foam duct sealant shall have a compressive strength of 300 pounds (ASTM D1691), a tensile strength of 250 pounds (ASTM D1623), and a flexural strength of 450 pounds (ASTM D790).
- F. The foam duct sealant shall be compatible with common cable jacket materials. The cured foam shall be an inert solid that does not affect jacket materials.
- G. The foam duct sealant shall withstand temperatures from -20 degrees Fahrenheit to 200 degrees Fahrenheit and shall not lose function in direct sunlight.
- H. The foam duct sealant shall be chemically resistant to gasoline, oils, dilute acids and bases, and most unsaturated hydrocarbons.
- I. The foam duct sealant shall foam and react in five to ten minutes at 70 degrees Fahrenheit.
- J. When installed, the sealant shall be capable of holding 7.25 psi air pressure continuously (equivalent of 16.4 feet water-head pressure).

PART 3 EXECUTION

3.1 TEMPORARY FACILITIES:

- A. General: Refer to the Division 01 Sections for general requirements of temporary facilities.
- B. Description: Furnish and install a temporary generator, transfer switch, and associated distribution equipment for an adequate, 3-phase, 4-wire temporary electrical service and all temporary wiring, including step-down or step-up dry-type transformers as required. Exact requirements for temporary service shall be determined by the successful bidder.
- C. Attention is directed to the Occupational Safety and Health Act (OSHA), Americans with Disabilities Act (ADA) and National Electrical Code (NEC) requirements for electrical work on construction sites.

- D. Remove all temporary power installations and connections after permanent power is established and/or prior to completion of the project.

3.2 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Install equipment with working space and dedicated space in strict accordance with NEC Article 110.
- E. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- F. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- G. Verify exact electrical requirements for each piece of equipment receiving one or more electrical connections, including but not limited to voltage, phase, and maximum fuse/overcurrent protection device rating. Provide electrical circuit of proper characteristics to serve provided equipment.
- H. Include any and all items required by the National Electrical Code and/or field conditions for the proper connection and installation of each piece of equipment.
- I. Make all connections to equipment in accordance with manufacturer's instructions.
- J. Right of Way: Give to piping systems installed at a required slope.
- K. Coordinate electrical work under other Divisions in accordance with Part 1 of this Section, Article "Electrical Work Under Other Divisions".

3.3 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or floor and wall assemblies.
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used.
- C. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

- D. Cut sleeves to length for mounting flush with both surfaces of walls.
- E. Sleeves installed in floors shall extend 2 inches (50 mm) above finished floor level unless otherwise indicated on the Contract Drawings.
- F. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- G. Seal space outside of sleeves with grout for penetrations of concrete and masonry
 - 1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
- H. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.
- I. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials. Comply with requirements of Division 26 Section "Electrical Firestopping".
- J. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

3.4 FIRESTOPPING

- A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Division 26 Section, "Electrical Firestopping".

3.5 SUPPORTS, HANGERS AND FOUNDATIONS

- A. Provide supports, hangers, braces, attachments and foundations required for the work. Support and set the work in a thoroughly substantial and workmanlike manner without placing strains on materials, equipment, or building structure, submit shop drawings for approval. Coordinate all work with the requirements of the structural division.
- B. Supports, hangers, braces, and attachments shall be standard manufactured items or fabricated structural steel shapes. All interior hangers shall be galvanized or steel with rust inhibiting paint. All exterior hangers shall be constructed of stainless steel utilizing stainless steel rods, nuts, washers, bolts, etc.
- C. Installing Equipment Foundations (Housekeeping Pads):
 - 1. Provide four (4) inch high concrete foundations (housekeeping pads) for all interior pad-mounted equipment, extending a minimum of 6 inches beyond equipment bases, unless otherwise noted.

2. Provide six (6) inch high concrete foundations (housekeeping pads) for all exterior pad-mounted equipment, extending a minimum of 12 inches beyond equipment bases, unless otherwise noted.
3. Furnish foundations, bolts, sleeves, and appurtenances and set under the section furnishing the equipment. Anchor the concrete foundations by dowels inserted into the floor slab. Provide welded wire fabric reinforcement, chamfer exposed edges and corners, and finish exposed surfaces smooth.
4. Equipment shall be properly aligned. Level and grout equipment where necessary. Support conduit independently of equipment and so as not to cause a strain or thrust.
5. Determine exact location of all equipment, foundations, and supports after Shop Drawings of equipment have been approved.

D. Refer to Division 26 Section "Hangers and Supports" for additional requirements.

3.6 PROVISIONS FOR ACCESS

- A. The Contractor shall provide access panels and doors for all concealed equipment, and other devices requiring maintenance, service, adjustment or manual operation.
- B. Where access doors are necessary, furnish and install manufactured painted steel door assemblies consisting of hinged door, key locks, and frame designed for the particular wall or ceiling construction. Properly locate each door. Door sizes shall be a 12 inches x 12 inches for hand access, 18 inches x 18 inches for shoulder access and 24 inches x 24 inches for full body access where required. Review locations and sizes with Architect prior to fabrication. Provide U.L. approved and labeled access doors where installed in fire rated walls or ceilings. Doors shall be Milcor Metal Access Doors as manufactured by Inland-Ryerson, Mifab, or approved equal.
 1. Acoustical or Cement Plaster: Style B
 2. Hard Finish Plaster: Style K or L
 3. Masonry or Dry Wall: Style M
- C. Where access is by means of liftout ceiling tiles or panels, mark each ceiling grid using small color-coded and numbered tabs. Provide a chart or index for identification. Place markers within ceiling grid not on ceiling tiles.
- D. Access panels, doors, etc. described herein shall be furnished under the section of Specifications providing the particular service and to be turned over to the pertinent trade for installation. Coordinate installation with installing Contractor. All access doors shall be painted in baked enamel finish to match ceiling or wall finish.
- E. Submit shop drawings indicating the proposed location of all access panels/doors. Access doors in finished spaces shall be coordinated with air devices, lighting and sprinklers to provide a neat and symmetrical appearance.

- F. Provide sufficient access and working space for repair and maintenance about all lighting and electrical equipment to permit ready and safe operation and maintenance of such equipment in accordance with OSHA 29 CFR 1910 Subpart D and 1910.303(g).

3.7 PAINTING AND FINISHES

- A. Provide protective finishes on all materials and equipment. Use coated or corrosion-resistant materials, hardware and fittings throughout the work. Paint bare, untreated ferrous surfaces with rust-inhibiting paint. All exterior components including supports, hangers, nuts, bolts, washers, vibration isolators, etc. shall be stainless steel.
- B. Clean surfaces prior to application of insulation, adhesives, coatings, paint, or other finishes.
- C. Provide factory-applied finishes where specified. Unless otherwise indicated factory-applied paints shall be baked enamel with proper pretreatment.
- D. Protect all finishes and restore any finishes damaged as a result of work under Division 26 to their original condition.
- E. The preceding requirements apply to all work, whether exposed or concealed, as defined herein.
- F. Remove all construction marking and writing from exposed equipment, ductwork, piping and building surfaces. Do not paint manufacturer's labels or tags.
- G. All exterior equipment and conduits shall be painted to match adjacent surface in color as selected by Owner, unless otherwise indicated by the Owner.
- H. All exposed conduit, boxes, equipment, etc. in finished spaces shall be painted. Colors shall be as selected by the Owner and conform to ANSI Standards.

3.8 COLOR SELECTION

- A. Color of finishes shall be as selected by the Owner.

3.9 PROTECTION OF WORK

- A. Protect work, material and equipment from weather and construction operations before and after installation. Properly store and handle all materials and equipment.
- B. Cover temporary openings in conduits and equipment to prevent the entrance of water, dirt, debris, or other foreign matter. Deliver conduits with factory applied end caps.
- C. Cover or otherwise protect all finishes.
- D. Replace damaged materials, devices, finishes and equipment.
- E. Protect stored conduits from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor, where stored inside.

3.10 OPERATION OF EQUIPMENT

- A. Clean all systems and equipment prior to initial operation for testing, or other purposes. Lubricate, adjust, and test all equipment in accordance with manufacturer's instructions. Do not operate equipment unless all proper safety devices or controls are operational. Provide all maintenance and service for equipment that is authorized for operation during construction.
- B. Where specified, or otherwise required, provide the services of the manufacturer's factory-trained servicemen or technicians to start up the equipment. Where factory start-up of equipment is not specified, provide field start-up by qualified technician.
- C. Submit factory start-up sheets or field start-ups sheets for all equipment prior to the commencement of testing.
- D. Upon completion of work, clean and restore all equipment to new conditions; replace expendable items.

3.11 TESTING AND ADJUSTMENT

- A. Perform all tests which are specified or required to demonstrate that the work is installed and operating properly. Where formal tests are required, give proper notices and perform all necessary preliminary tests to assure that the work is complete and ready for final test.
- B. Adjust all systems, equipment and controls to operate in a safe, efficient and stable manner.
- C. On all circuits, 600 volts or less, provide circuits that are free from ground faults, short circuits and open circuits.
- D. Other tests of a specific nature for special equipment shall be as specified under the respective equipment.
- E. Submit all test results to the Engineer for approval.

3.12 WALL AND FLOOR PENETRATIONS

- A. All penetrations of partitions, ceilings, roofs and floors under Division 26 shall be sleeved, sealed, and caulked as specified herein.
- B. All penetrations of fire rated assemblies shall be sleeved, sealed, caulked and protected to maintain the rating of the wall, roof, or floor. Fire Marshal approved U.L. assemblies shall be utilized. See Division 26 Section, "Electrical Firestopping".
- C. Provide conduit escutcheons for all exposed conduit penetrations in finished interior spaces and all exposed exterior penetrations.
- D. Conduit sleeves:
 - 1. Galvanized steel pipe, standard weight where pipes are exposed and roofs and concrete and masonry walls. On exterior walls provide anchor flange welded to perimeter.
 - 2. Twenty-two (22) gauge galvanized steel elsewhere.

3.13 EQUIPMENT BY OTHERS

- A. This Contractor shall make all system connections required to equipment furnished and installed under other divisions or furnished by the Owner. Connections shall be complete in all respects to render this equipment functional to its fullest intent.
- B. It shall be the responsibility of the supplier of the equipment to furnish complete instructions for connections. Failure to do so will not relieve the Contractor of any responsibility for improper equipment operation.

3.14 PHASING

- A. Refer to Specifications and Contract Drawings for any required phasing.
- B. Maintain building egress and traffic ways at all times. Coordinate egress requirements with the State Fire Marshal, the Owner and Authorities Having Jurisdiction (AHJ).
- C. Provide dust barriers/partitions, penetration closures, etc, to ensure safety of building occupants and protection of existing surroundings.
- D. The Building shall remain watertight at all times.
- E. Within thirty days of Award of Contract, the Contractor shall submit a minimum of six (6) copies of the proposed Phasing Plan (Drawings and detailed written description) to the Engineer and Owner for review and approval based on the general and specific requirements indicated on the Drawings and Specifications. The phasing plan shall reflect the work of all trades. The phasing plan shall be updated as often as needed (i.e. major deviations and/or modified sequence of events) and reviewed during each progress meeting so the Engineer and Owner can be aware of the areas of construction and progress as it relates to the approved schedule.
- F. While work is in progress, except for designated short intervals during which connections are made, continuity of service shall be maintained to all existing systems. Interruptions shall be coordinated with the Owner as to time and duration. The Contractor shall be responsible for any interruptions to service and shall repair any damages to existing systems caused by his operations.

3.15 OUTAGES

- A. Provide a minimum of five (5) days' notice to schedule outages. The Contractor shall include in their bid outages and/or work in occupied areas to occur on weekends, holidays, or at night. Coordinate and get approval of all outages with the Owner.
- B. Submit *Outage Request Form*, attached at the end of this Section, to Owner for approval.

3.16 CUTTING AND PATCHING

- A. Accomplish all cutting and patching necessary for the installation of work under Division 26. Damage resulting from this work to other work already in place, shall be repaired at Contractor's expense. Where cutting is required, perform work in neat and workmanlike manner. Restore disturbed work to match and blend with existing construction and finish, using materials compatible with the original. Use mechanics skilled in the particular trades required.

3.17 PENETRATION OF WATERPROOF CONSTRUCTION

- A. Coordinate the work to minimize penetration of waterproof construction, including roofs, exterior walls, and interior waterproof construction. Where such penetrations are necessary, furnish and install all necessary curbs, sleeves, flashings, fittings and caulking to make penetrations absolutely watertight.

3.18 CONCRETE AND MASONRY WORK

- A. Furnish and install concrete and masonry work for equipment foundations, supports, pads, and other items required under Division 26. Perform work in accordance with requirements of Division 03 and other applicable Divisions of these Specifications.
- B. Concrete shall achieve compressive strength not less than 3,000 psi after 28 days.
- C. Grout shall be non-shrink, high strength mortar, free of iron of chlorides and suitable for use in contact with all metals, without caps or other protective finishes. Apply in accordance with manufacturer's instructions and standard grouting practices.
- D. Place reinforcement accurately in position shown, securely fasten and support to prevent displacement before or during pouring. Clean, bend, place, and splice reinforcement in accordance with approved shop drawings. Lap ends and sides of mesh reinforcement in slabs not less than one inch. Coverage of main reinforcing shall be as follows:
 - 1. Slabs - 3/4 inch
 - 2. Concrete poured against earth - 3 inches
 - 3. Other locations - 2 inches
- E. Properly align, level, and grout all equipment where necessary.

3.19 CONNECTIONS AND ALTERATIONS TO EXISTING WORK

- A. Unless otherwise noted on the Drawings, where existing electrical work is removed, including hangers, to a point below finished floors or behind finished walls and capped, such point shall be far enough behind finished surfaces to allow for installation of normal thickness of required finish material.
- B. Where work specified in Division 26 connects to existing equipment, conduits, etc., Contractor shall perform all necessary alterations, cuttings, fittings, etc., of existing work as may be necessary to make satisfactory connections between new and existing work, and to leave completed work in a finished and workmanlike condition.
- C. Where the work specified under Division 26, or under other Divisions, requires relocation of existing equipment, conduit etc., Contractor shall perform all work and make necessary changes to existing work as may be required to leave completed work in a finished and workmanlike condition.
- D. Where the relocation of existing equipment is required for access or the installation of new equipment, the Contractor shall temporarily remove and/or relocate and re-install as required to leave the existing and new work in a finished and workman like condition.

3.20 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:
 - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
 - 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
 - 3. To allow right of way for piping and conduit installed at required slope.
 - 4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.
 - 5. To provide working space and dedicated space clearances per NEC Article 110.26.
- B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.
- C. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed. Access doors and panels are specified in Part 2 of this Section.

3.21 DEMOLITION

- A. Unless otherwise noted all existing equipment, conduit, wire, etc., shall remain.
- B. Where existing equipment is indicated to be removed, all associated conduit, power, controls, insulation, hangers, supports and housekeeping pads, etc..., shall also be removed. Patch, paint and repair walls/roof/floor to match existing and/or new finishes.
- C. The Contractor shall be responsible for visiting the site and determining the existing conditions in which the work is to be performed.
- D. Where any abandoned conduits in existing floors, walls, ceilings, etc., conflict with new work, remove abandoned conduits as necessary to accommodate new work.
- E. The location of all existing equipment, conduits etc., indicated is approximate only and shall be checked and verified. Provide all new electrical work required to connect to or clear existing work as applicable.
- F. Maintain egress at all times. Coordinate egress requirements with the State Fire Marshal, the Owner and the Authority(ies) Having Jurisdiction (AHJ).
- G. Make provisions and include in bid all costs associated with confined entry/space requirements and all applicable OSHA regulations.
- H. Where required to maintain the existing systems in operation, temporarily backfeed existing systems from new equipment. Contractor shall temporarily extend existing conduit systems to new conduit systems.

- I. At completion of project all temporary conduit, wires, etc., shall be removed in their entirety.
- J. Existing conduit, equipment, wiring, etc., not required for re-use or re-installation in this project, shall be removed from the project site.
- K. Deliver to the Owner, on the premises where directed, existing equipment and materials which are removed and which are desired by the Owner or are indicated to remain the property of the Owner.
- L. All other materials and equipment which are removed shall become property of the Contractor and shall be promptly removed, from the premises, and disposed of by the Contractor, in an approved manner. Contractor shall be responsible for proper disposal of all removed equipment containing PCB's.
- M. Where conduit and wiring are removed, remove all conduit hangers which were supporting the removed conduit. Patch the remaining penetration voids with like materials and paint to match existing construction.
- N. Where required, provide and coordinate removal and re-installation of existing equipment. Take care to protect materials and equipment indicated for reuse. Contractor shall repair or replace items which are damaged. Contractor shall have Owner's representative present to confirm condition of equipment prior to demolition.
- O. Before demolition begins, and in the presence of the Owners representative, test and note all deficiencies in all existing systems affected by demolition but not completely removed by demolition. Provide a copy of the list of system deficiencies to the Owner and the Engineer.
- P. The Owner shall have the first right of refusal for all fixtures, devices and equipment removed by the Contractor.
- Q. All devices and equipment designated by the Owner to remain the property of the Owner shall be moved and stored by the Contractor at a location on site as designated by the Owner. It shall be the Contractor's responsibility to store all devices and equipment in a safe manner to prevent damage while stored.
- R. All existing equipment refused by the Owner shall become the property of the Contractor and shall be removed from the site by the Contractor in a timely manner and disposed of in a legal manner.
- S. Work Abandoned in Place: Cut and remove conduit a minimum of 2 inches beyond face of adjacent construction. Cap and patch surface to match existing finish.
- T. Temporary Disconnection: Remove, store, clean, reinstall, reconnect, and make operational equipment indicated for relocation.
- U. Terminate services and utilities in accordance with local laws, ordinances, rules and regulations.

3.22 EXCAVATION AND BACKFILLING

- A. General:

1. Perform all necessary excavation, or installation of work under Division 26, in whatever materials or conditions encountered, using suitable methods and equipment.
2. Accurately establish required lines and grades and properly locate the work.
3. Determine the locations of all existing utilities before commencing the work.

B. Excavation:

1. Excavate only the required elevations. If excavation is carried below the foundation lines or other required limits, backfill the excess with concrete.
2. Keep banks of trenches as nearly vertical as possible, and provide sheeting and/or shoring as required for protection of work and safety of personnel. Follow local, State, OSHA, and other applicable Guidelines.
3. Keep excavations dry. Protect excavations from freezing.

C. Backfilling:

1. Backfill excavations to the required elevations and restore surfaces to their original or required conditions.
2. Backfill shall be similar material, free from objectionable matter such as rubbish, roots, stumps, brush, rocks and other sharp objects. Unless otherwise indicated, suitable material from the excavation may be used for backfill.
3. Carefully place and mechanically tamp backfill in layers not exceeding 12 inches loose thickness. Compact to 95 percent minimum.
4. Do not backfill against frozen material. Do not use frozen material for backfill.

END OF SECTION

OUTAGE REQUEST FORM

DATE APPLIED: _____ BY: _____

DATE FOR OUTAGE: _____ FIRM: _____

START OUTAGE-TIME: _____ DATE: _____

END OUTAGE - TIME: _____ DATE: _____

AREAS AND ROOMS: _____

FLOOR(S): _____

AREA(S): _____

ROOM(S): _____

WORK TO BE PERFORMED: _____

SYSTEM(S): _____

REQUEST APPROVED BY: _____
(FOREMAN OR OTHER PERSON IN CHARGE)**(FOR OWNER'S USE ONLY):**

APPROVED: _____

YES ____ NO ____ BY: _____ DATE: _____

DATE/TIME-AS REQUESTED: _____ OTHER : _____

OWNER'S PRESENCE REQUIRED: _____

YES: ____ NO: ____ NAME: _____

POINT OF CONTACT: _____ PHONE: _____

DIVISION 26
SECTION 260519
CONDUCTORS AND CABLES
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SECTION 260519 - CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.

1.3 SUBMITTALS

- A. Product Data: Provide for each cable assembly type, wire, cables, conductors, and connectors.
- B. Field Test Reports: Indicate and interpret test results for compliance with performance requirements. Indicate procedures and values obtained.
- C. Project Record Documents: Record actual locations of components and circuits.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: In addition to requirements specified in Division 01 Section, "Quality Control", an independent testing agency shall meet OSHA criteria for accreditation of testing laboratories, Title 29, Part 1907; or shall be a full-member company of the International Electrical Testing Association.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the International Electrical Testing Association or the National Institute for Certification in Engineering Technologies, to supervise on-site testing specified in Part 3 of this Section.
- B. Listing and Labeling: Provide wires and cables specified in this Section that are listed and labeled.
 - 1. The Terms *Listed and Labeled*: As defined in NFPA 70, Article 100.
 - 2. Listing and Labeling Agency Qualifications: A *Nationally Recognized Testing Laboratory* as defined in OSHA Regulation 1910.7.
- C. Comply with NEMA/Insulated Cable Engineers Association (ICEA) Standards.
- D. Comply with NECA Standard of Installation.
- E. Comply with NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

- F. American Society for Testing and Materials (ASTM): Comply with requirements of the following:
 - 1. B3: Standard Specification for Soft or Annealed Copper Wire
 - 2. B8: Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
 - 3. D753: Standard Specification for General Purpose Polychloroprene Jacket for Wire and Cable
 - G. Electrical Testing Laboratories (ETL): Provide wiring, cabling and connector products which are ETL listed and labeled.
 - H. Institute of Electrical and Electronics Engineers (IEEE): Comply with the following standards which apply to wiring systems:
 - 1. 82: Test procedure for Impulse Voltage Tests on Insulated Conductors
 - 2. 241: Recommended Practice for Electric Power Systems in Commercial Buildings
 - I. NFPA: Comply with NFPA 70 requirements for construction, installation and color coding of electrical wire, cable and connections.
 - J. National Electrical Manufacturer's Association (NEMA): Comply with requirements of the following:
 - 1. WC70: Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy.
 - K. UL: Provide material conforming to the following standards:
 - 1. UL 83 - Thermoplastic-Insulated Wires and Cables.
 - 2. UL 486A - Wire Connectors and Soldering Lugs for Use with Copper Conductors
 - L. UL Labels: Provide wiring, cabling and connector products which are UL listed and labeled.
- 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver wires and cables according to NEMA WC 26, *Binational Wire and Cable Packaging Standard*.
- B. Storage: Store wire and cable in a clean dry space in original containers. Protect products from weather, damaging fumes, construction debris and traffic.
- C. Handling: Handle wire and cable carefully to avoid abrading, puncturing and tearing wire and cable insulation and sheathing. Ensure that dielectric resistance integrity of wires/cables is maintained.

1.6 COORDINATION

- A. Coordinate layout and installation of cables with other installations.
- B. Revise locations and elevations from those indicated, as required to suit field conditions and as approved by Engineer and Owner.
- C. Determine required separation between cables and other work.
- D. Determine cable routing to avoid interference with other work.

1.7 PROJECT CONDITIONS

- A. Verify that field measurements are as shown on the Drawings.
- B. Feeder conductor sizes are based on copper as indicated on the "Feeder Schedule" on the Contract Drawings.
- C. Branch circuit conductor sizes are based on copper.
- D. Wire and cable routing shown on Drawings is approximate unless dimensioned. Route wire and cable as required to meet Project Conditions.
- E. Where wire and cable routing is not shown, and destination only is indicated, determine exact routing and lengths required.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- 1. Wires and Cables:

- a. American Insulated Wire Corp.
- b. BICC Brand-Rex Company.
- c. General Cable.
- d. Senator Wire & Cable Company.
- e. Southwire Company.
- f. Colonial Wire Company.

- 2. Connectors and Accessories for Wires and Cables:

- a. AMP Incorporated.
- b. Buchanan.
- c. General Signal; O-Z/Gedney Unit.
- d. Monogram Company; AFC.
- e. NSI Industries, Inc.

- f. Square D Company; Anderson.
- g. 3M Company; Electrical Products Division.

2.2 BUILDING WIRES AND CABLES

- A. UL-listed building wires and cables with conductor material, insulation type, cable construction and rating as specified herein.
- B. Building wires and cables shall be annealed (soft) copper, 600 volt, Type THHN/THWN (dual-rated) single conductors rated 90°C dry / 75°C wet, with a minimum conductivity of 98 percent at 20°C (68°F), or a maximum resistivity of 1.7 micro-ohms per centimeter.
- C. Conductors shall meet or exceed requirements of all applicable ASTM specifications, UL Standard 83, UL Standard 1581, NEMA WC 70, Federal Specification A-A-59544 and shall be RoHS/REACH Compliant.
- D. Conductors shall be solid for 10 AWG and smaller, and stranded for 8 AWG and larger.
- E. Building wire and cables shall be color-coded using colors factory impregnated throughout the insulation and jacket. The following color code convention(s) shall be used except where existing systems have established another color code convention:
 - 1. 120/208-Volt, 3-Phase, 4-Wire System:
 - a. Phase A: Black
 - b. Phase B: Red
 - c. Phase C: Blue
 - d. Neutral: White
 - e. Ground: Green
 - 2. 277/480-Volt, 3-Phase, 4-Wire System:
 - a. Phase A: Brown
 - b. Phase B: Orange
 - c. Phase C: Yellow
 - d. Neutral: Gray
 - e. Ground: Green

2.3 CONNECTORS AND SPLICES

- A. UL-listed, factory-fabricated wiring connectors of size, ampacity rating, material, type, and class for application and service indicated. Comply with Project's installation requirements and as specified in Part 3 Article, *"Wire and Insulation Applications"*.
- B. Split Bolt Connectors: Not acceptable.

- C. Solderless Pressure Connectors: High copper alloy terminal. May be used only for cable termination to equipment pads or terminals. Not approved for splicing.
- D. Spring Wire Connectors: Not acceptable.
- E. Mechanical Connectors: Bolted type tin-plated; high conductivity copper alloy; spacer between conductors; beveled cable entrances.
- F. Compression (crimp) Connectors: Long barrel; seamless, tin-plated electrolytic high conductivity copper tubing, internally beveled barrel ends. Connector shall be clearly marked with the wire size and type and proper number and location of crimps.
- G. Heat shrinkable tubing shall meet the requirements of ANSI C119.1-1986 for buried connections to 90 degrees C and shall be material flame-retarded per IEEE 383 *Vertical Tray Flame Test*.
- H. Motor connection kits shall consist of heat-shrinkable, polymeric insulating material over the connection area and a high dielectric strength mastic to seal the ends against ingress of moisture and contamination. Motor connection kits shall accommodate a range of cable sizes for both in-line and stub-type configurations. Connection kits shall be independent of cable manufacturer's tolerances.
- I. Wire Nut Connectors:
 - 1. Description: Twist-on wire connectors for branch circuit conductors 8 AWG and smaller with a color-coded housing.
 - 2. Construction: Flame-retardant polypropylene housing, rated for 105 degrees Celsius. Zinc-plated steel insert. Square-wire spring to maintain secure positive grip that will not relax over time, no pre-twisting required.
 - 3. Dimensions: Connectors shall be appropriately sized according to manufacturer's recommendation for the suitable wire sizes and voltage rating (600 volts minimum).
 - 4. Quality Assurance:
 - a. UL Listed to 486C and 94V-2 Flame Rating.
 - b. CSA Certified to C22.2 No. 188
 - c. RoHS Compliant
 - 5. Special Features:
 - a. Wire connectors for making grounding connections shall have green-colored housing and shall have opening at end of connector for grounding conductor to pass through for connection to metallic outlet boxes.
 - b. Wire connectors for all exterior and underground work and work in damp/wet interior locations shall be pre-filled with silicone-based sealant to protect against moisture and corrosion, and shall be UL Listed to 486D for use in damp/wet locations, including direct burial applications.

6. Basis of Design: Provide products by Ideal Industries, Inc. or approved equal.
- J. Insulated Connectors (for Conductors 8 AWG and Larger in Dry Locations)
1. Description: Multi-conductor connectors for low voltage (600V or less) circuits, insulated with high-dielectric strength plastisol, molded for precise fit and supplied with removable access plugs over the hex screws.
 2. Construction: Range-taking mechanical connector made of aluminum accepts both aluminum and copper conductors. Molded cover of UV stable, impact resistant polypropylene provides rugged protection. Mounting holes at each end of the connector for direct isolated mounting to wiring trough, panelboard, or wireway.
 3. Dimensions: Splices and connectors shall be appropriately sized according to manufacturer's recommendation for the suitable wire sizes, quantities, and voltage rating.
 4. Quality Assurance: UL listed. UV resistant.
 5. Special Features: Connectors shall be rated for temperatures from -45 degrees Celsius to 90 degrees Celsius.
 6. Basis of Design: IPLM/IPLMD Series as manufactured by Polaris, or approved equal.
- K. Gel Filled Insulated Connectors (for Conductors 8 AWG and Larger in Damp/Wet Locations)
1. Description: Multi-conductor connectors for low voltage (1,000V or less) circuits, insulated with high-dielectric strength plastisol, molded for precise fit and supplied with removable access plugs over the hex screws. Gel-filled for damp/wet or submersed locations to protect connections from moisture ingress and corrosion.
 2. Construction: Range-taking mechanical connector made of tin-plated aluminum accepts both aluminum and copper conductors. Molded cover of UV stable, impact resistant polypropylene provides rugged protection. Cable entry ports and hinged screw port caps shall be sealed with hydrophobic dielectric gel insulation.
 3. Dimensions: Splices and connectors shall be appropriately sized according to manufacturer's recommendation for the suitable wire sizes, quantities, and voltage rating.
 4. Quality Assurance: ANSI C119.1 for complete unit, ANSI C119.4 for connector, ASTM D543 for chemical resistance, ASTM G-53-95 and ASTM D-638-95 for UV resistance.
 5. Special Features: Silicone gel shall be easily removed from conductor for re-entry. Connectors shall be rated for temperatures from -40 degrees Celsius to 95 degrees Celsius.

6. Basis of Design: GPRT Series as manufactured by Raychem/Tyco, or approved equal.

2.4 INSULATING TAPE, PUTTY, RESIN AND SUPPORTS

- A. Tape: Provide plastic electrical insulating tape which is flame-retardant, cold and weather-resistant. Tape for use in areas subject to temperatures 30 degrees C to 105 degrees C, or where the tape will be subjected to an oil splash, tape shall have a minimum thickness of 8.5 mils, and shall consist of an oil-resistant acrylic adhesive.
- B. Materials: Provide all insulating materials for splices and connections such as glass and synthetic tapes, putties, resins, splice cases, or compositions of the type approved for the particular use, location, voltage and temperature and apply and install in an approved manner, all in accordance with the manufacturer's recommendations.
- C. Supports: Provide cable supports of the wedge type which firmly clamp each individual cable and tighten due to the cable weight.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine raceways and building finishes to receive wires and cables for compliance with requirements for installation tolerances and other conditions affecting performance of wires and cables. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. By beginning work, the Contractor has accepted conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

3.2 PREPARATION

- A. Completely and thoroughly swab raceway before installing wire.

3.3 WIRE AND INSULATION APPLICATIONS

- A. No branch circuit wires smaller than 12 AWG shall be used unless otherwise indicated. Conductors shall be continuous from outlet to outlet and from terminal board to point of final connection, and no splice shall be made except within outlet or junction boxes. All conductors shall be of the size indicated. All wires 8 AWG and larger shall be stranded.
- B. Control wiring shall not be less than 14 AWG and shall be color coded using colors impregnated into the insulation. All control wiring shall be color coded with wires of colors different from those used to designate phase wires.
- C. All wiring, contacts, and terminal blocks shall be suitably tagged for ease in identification and tracing of circuits. Identification tags shall be engraved fiber or plastic type, subject to acceptance. Wires shall be numbered and coded, using Brady *Quicklabels*, or equal.

- D. Wiring shall be tagged at terminations, in pull boxes, junction boxes, outlet boxes, panelboards, etc...
- E. Switch leg wire shall be labeled with "S" tag.
- F. Wiring for general 15 and 20 amp branch circuit work shall be as follows unless otherwise indicated:

HOME RUN LENGTH AND WIRE SIZE				CIRCUIT LENGTH AND WIRE SIZE			
120 Volt		277 Volt		120 Volt		277 Volt	
0 – 60 '	12AWG	0 – 175 '	12AWG	0-100 '	12AWG	0 – 200 '	12AWG
60 – 100 '	10AWG	175 - 350'	10AWG	100' & Up	10AWG	200 ' & Up	10AWG
100' & Up	8AWG	350> & Up	8AWG				

- G. Circuit length as given above shall be the wire length between the first and last outlet on the circuit. Home run length as given above shall be the wire length between the first outlet and the panelboard. In accordance with the above, where the size of branch circuit conductors is increased by the minimum required by the NEC for the branch circuit rating, ensure that the termination provisions of all equipment connected to such circuits are listed as suitable for the conductor sizes involved.
- H. Joints of 10 AWG and smaller shall be made with properly insulated solderless type pressure connectors. Where stranded conductors or multiple solid conductors are connected to terminals, solderless lugs manufactured by Thomas and Betts Company or equivalent shall be used.
- I. Joints of 8 AWG and larger shall be of the type indented into the conductor by means of a hand or hydraulic pressure tool. Connectors shall be Burndy *Hy-dent*, T&B *Sta-Kon*, or equivalent. Connectors for control wiring shall be Burndy *Hy-Lug*, or equivalent.
- J. All circuits for underground exterior electric work shall be 10 AWG (minimum) and contain a 10 AWG (minimum) copper grounding conductor. All exterior wiring shall be installed in conduit as specified above, unless otherwise noted on the Drawings.

3.4 INSTALLATION

- A. Install wires and cables as indicated, according to manufacturer's written instructions and NECA's *Standard of Installation*.
- B. Remove existing wires from raceway before pulling in new wires and cables.
- C. Pull Conductors: Use a UL-listed and manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

- D. Use pulling means including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway. Completely and thoroughly swab conduit system before installing conductors.
- E. Install exposed cables, parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Division 26 Section, "Common Work Results for Electrical" and Division 26 Section, "Hangers and Supports".
- G. Identify wires and cables according to Division 26 Section, "Electrical Identification".
- H. Conductors installed in parallel shall be of equal lengths.
- I. Wiring at Outlets: Install with at least 6 inches (150 mm) of slack conductor at each outlet in accordance with Article 300.14 of the National Electrical Code.
- J. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer. Tighten connectors and terminals, including screws and bolts, according to equipment manufacturer's published torque-tightening values for equipment connectors. Where manufacturer's requirements are not indicated, tighten connectors and terminals according to tightening torques specified in UL Standard 486A.
- K. The Contractor shall provide suitable installation equipment to prevent cutting and abrasion of conductor insulation. The Contractor shall use suitable cable guides, pulleys, and protective sleeving to prevent damage to cable during installation. Ropes used for pulling of wire and cable shall be made of polyethylene or other suitable non-metallic material. Pulling lines shall be attached to cable by means of either woven basket grips or pulling types attached directly to the conductors. Wire pulling lubricants, if used, shall conform to UL requirements applicable to the various insulations and raceway materials. The lubricants shall be certified by the manufacturer to be non-injurious to such insulation and materials.
- L. Each cable shall be labeled at terminals and at all accessible points in equipment and in pull boxes. Each wire shall be labeled at both ends. Labels shall be self-sticking wire markers.
- M. For rubber and plastic-covered wire and cable, pulling compound Ideal Yellow 77 may be used.
- N. Terminal lugs for wires 8 AWG and larger shall be T&B 54,000 Series or Burndy *HY-Dent*, compression type, unless noted otherwise. One-hole lugs for wires 4/0 AWG and smaller. Two-hole lugs for all wires 250 kcmil AWG and larger.
- O. Install wires and cables using braided rope larger than the cable being pulled to keep twists to a minimum.
- P. Provide an insulated green equipment grounding conductor (EGC), sized per NEC, for all feeder and branch circuits, shown or not shown.
- Q. Multi-wire branch circuits shall not be permitted. Provide a separate insulated neutral (grounded) conductor for all feeder and branch circuits requiring a neutral connection.

- R. Install electrical cables, wires, and connectors as indicated in compliance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in accordance with recognized industry practices.
- S. Coordinate cable and wire installation work with electrical raceway and equipment installation work, as necessary for proper interface.
- T. Conductors installed in runs within 6 inches of heating pipes or equipment shall be of types required by the NEC and shall be listed for the application.
- U. No conductors shall be drawn into conduit until all work, which may cause cable damage, is completed.
- V. All wiring in high ambient temperature areas, shall be of types required by NEC and shall be listed for the application.
- W. During installation, do not deform cable by improper bending, stretching, twisting, kinking, or pinching, nor do any other abusive handling. Any failure to observe these instructions will be detected and corrected during the demonstrations following completion of the installation.
- X. Cable bends will have a radius not less than the value recommended by the cable manufacturer.
- Y. All labels shall be of durable material and securely fastened to the cable.
- Z. Wiring of different system voltages shall not be mixed at pull boxes enclosures, surface metal raceway, wiretrough, etc., unless a barrier (separator) is provided between the differing systems.

3.5 CONNECTIONS

- A. Conductor Splices: Keep to minimum.
- B. Install splices and taps that possess equivalent or better mechanical strength and insulation ratings than conductors being spliced.
- C. Use splice and tap connectors compatible with conductor material.
- D. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer.
- E. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- F. Wire splices and taps shall be adequate to carry full current rating of wire.
- G. Conductors shall be continuous from outlet to outlet, and no splices shall be made except within outlet or junction boxes. Junction boxes may be utilized where required. Wire

connectors of insulating material or solderless pressure connections, properly taped, shall be utilized for all splices in wiring.

- H. Splices in branch circuits and feeders shall be made where indicated or as required for the installation. All splices shall be accessible and made in enclosure approved for that purpose.
- I. For splices provide connectors as follows;
 - 1. Wire Sizes 10 AWG and smaller: Provide wire nut connectors as specified in Part 2 of this Section.
 - 2. Wire Sizes 8 AWG and Larger: Provide insulated connectors securely fastened to enclosure as specified in Part 2 of this Section.
- J. Thoroughly clean wiring prior to installing lugs or connectors.

3.6 IDENTIFICATION

- A. Interface with Other Work:
 - 1. Identify wire and cable using Thomas and Betts Type WM vinyl markers.
 - 2. Identify each phase and neutral conductor with its circuit number or other designation indicated on the Drawings in all junction, pull, terminal boxes, and cabinets.
- B. Provide identification tags on each conductor entering each panelboard, switch, junction box, and pull box to identify conductor.
- C. Comply with the requirements of Division 26 Section, *Electrical Identification*.
- D. Feeder Identification: Securely fasten nonferrous identifying tags or pressure-sensitive labels to all cables, feeders, and power circuits in all boxes and electrical equipment and at termination of cables.
 - 1. Tags or labels shall be stamped or printed to correspond with markings on Contract Drawings or marked so that feeder or cable may be readily identified.

3.7 FIELD QUALITY CONTROL

- A. Visual and Mechanical Inspection:
 - 1. Inspect for defects and physical damage, labeling, and compliance with requirements of drawings and schedules.
 - 2. Clean conductors using Manufacturer's approved methods and materials.
 - 3. Verify that conductors are correct size and are terminated with appropriately sized lugs.
 - 4. Verify that conductors are correct color for phase identification.

5. Verify that conductors are labeled to identify circuit designation.
 6. Verify that neutral conductors are only terminated at neutral lugs/bus, and that grounding conductors are only terminated at grounding lugs/bus.
- B. Electrical Tests: Upon installation of conductors and before electrical circuitry has been energized, provide the following minimum inspections and tests according to manufacturer's written instructions to ensure conductors are operational within industry and manufacturer's tolerances, are installed according to the Contract Documents, and are suitable for energizing.
1. Testing Agency: Provide services of a qualified independent testing agency to perform specified testing. Provide set of Contract Documents to test organization. Include full updating on final system configuration and parameters where they supplement or differ from those indicated in the original Contract Documents.
 2. Inspect accessible components for cleanliness, mechanical and electrical integrity, and damage or deterioration.
 3. Inspect bolted electrical connections for tightness according to manufacturer's published torque values or, if not available, those specified in UL 486A and UL 486B.
 4. Verify continuity of each conductor.
 5. Insulation Resistance Testing: Perform megohm meter tests of all new service and feeder circuits, including each phase, neutral, and grounding conductor, as follows:
 - a. Minimum Test Voltage: 1000 Vdc.
 - b. Minimum Insulation Resistance: 1 megohms.
 - c. Duration of Each Test: 1 minute.
 - d. Temperature Correction: Correct results for test temperature deviation from 20 degrees C standard.
 - e. Compare test results with specified performance or manufacturer's data. Correct deficiencies identified by tests and retest.
 - f. Prepare reports certified by testing agency identifying equipment checked and describing results of tests. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
 6. Infrared Scanning: Perform an infrared scan of each splice and termination in conductors 3 AWG and larger, as follows:
 - a. Remove equipment covers so terminations are accessible to scanner.
 - b. Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values.
 - c. Provide calibration record for device.
 - d. Compare test results with specified performance or manufacturer's data. Correct deficiencies identified by tests and retest.

- e. Prepare reports [certified by testing agency] identifying equipment checked and describing results of tests. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- 7. Test Labeling: On satisfactory completion of tests and related effort, apply a label to tested components indicating test results, date, and responsible organization and person.
- C. Demonstration: Subsequent to conductor and cable hook-ups, energize circuits and demonstrate compliance with requirements. Where necessary, correct malfunctioning units and then re-test to demonstrate compliance.

END OF SECTION

DRAFT

DIVISION 26
SECTION 260526
GROUNDING AND BONDING
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SECTION 260526- GROUNDING AND BONDING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Refer to Division 26 Section "Conductors and Cables" for conductor and cable requirements.

1.2 SUMMARY

- A. This Section includes grounding of electrical systems and equipment and basic requirements for grounding for protection of life, equipment, circuits, and systems. Grounding requirements specified in this Section may be supplemented in other Sections of these Specifications.
- B. Bond each separately-derived system neutral to nearest grounding system.
- C. Bond together system neutrals; service equipment enclosures; exposed non-current carrying metal parts of electrical equipment; metal raceway systems; grounding conductor in raceways; receptacle ground connectors; and plumbing systems.

1.3 DEFINITIONS

- A. EGB: Electrical grounding busbar.
- B. EGC: Equipment grounding conductor.
- C. GEC: Grounding electrode conductor.
- D. SSBJ: Supply-side bonding jumper.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 01 Specification Sections.
- B. Product Data for grounding rods, conductors, connectors and connection materials, grounding fittings, and test wells. Submit ground system manufacturer's recommended installation procedure for review.
- C. Qualification data for firms and persons specified in *Quality Assurance* Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Field tests and observation reports indicating and interpreting the test reports for compliance with performance requirements , certified by Testing Agency.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: A *Nationally Recognized Testing Laboratory* (NRTL) as defined in OSHA Regulation 1910.7, or a full member company of the International Electrical Testing Association (NETA).
 - 1. Testing Agency Field Supervision: Use persons currently certified by NETA or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3 of this Section.
- B. Comply with NFPA 70 - National Electrical Code.
- C. Comply with UL 467 - UL Standard for Safety Grounding and Bonding Equipment.
- D. Comply with ANSI/IEEE C2 - National Electrical Safety Code.
- E. Comply with ANSI/IEEE 32 - Requirements, terms and test procedures for neutral grounding devices.
- F. Comply with IEEE Standard 142 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.
- G. Comply with ANSI C33.8.
- H. Listing and Labeling: Provide products specified in this Section that are listed and labeled.
 - 1. The Terms *Listed* and *Labeled*: As defined in the National Electrical Code, Article 100.
 - 2. Listing and Labeling Agency Qualifications: A *Nationally Recognized Testing Laboratory* (NRTL) as defined in OSHA Regulation 1910.7.

1.6 PROJECT RECORD DOCUMENTS

- A. Accurately record actual locations of grounding electrodes and all primary grounding locations.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Erico Inc.; Electrical Products Group.
 - 2. Harger Lightning and Grounding; Harger, Inc.
 - 3. Heary Brothers Lightning Protection Co.

4. Ideal Industries, Inc.
5. ILSCO.
6. O-Z/Gedney Co.
7. Raco, Inc.
8. Thomas & Betts, Electrical.

2.2 GROUNDING AND BONDING PRODUCTS

- A. Governing Requirements: Where types, sizes, ratings, and quantities indicated are in excess of National Electrical Code (NEC) requirements, the more stringent requirements and the greater size, rating, and quantity indications govern.

2.3 WIRE AND CABLE GROUNDING CONDUCTORS

- A. Comply with Division 26, Section "Conductors and Cables". Conform to NEC Table 8, except as otherwise indicated, for conductor properties, including stranding.
- B. Equipment Grounding Conductors: Size as indicated on the Drawings, or as required by National Electrical Code (NEC) Table 250-122, whichever is larger. Insulated with green color insulation.
- C. Grounding Electrode Conductors: Size as indicated on the Drawings, in the Specifications, or as required by National Electrical Code (NEC) Table 250-66, whichever is larger. Insulated with green color insulation, unless installed in direct contact with earth, in which case conductors shall be bare.
- D. Underground Conductors: Bare, tinned, stranded, 4/0 AWG size minimum, except as otherwise indicated.
- E. Bare Copper Conductors: Conform to the following:
 1. Solid Conductors: ASTM B 3.
 2. Assembly of Stranded Conductors: ASTM B 8.
 3. Tinned Conductors: ASTM B 33.

2.4 MISCELLANEOUS CONDUCTORS

- A. Grounding Bus: Bare, annealed-copper bars of rectangular cross section, minimum size ¼-inch thick x 2-inches, length as required.
- B. Braided Bonding Jumpers: Copper tape, braided bare copper wire, terminated with copper ferrules.

- C. Bonding Straps: Soft copper, 0.05 inch (1 mm) thick and 2 inches (50 mm) wide, unless otherwise indicated.

2.5 CONNECTOR PRODUCTS

A. Mechanical Connectors

1. The mechanical connector bodies shall be manufactured from high strength, high conductivity cast copper alloy material. Bolts, nuts, washers and lockwashers shall be made of silicon bronze and supplied as a part of the connector body and shall be of the two-bolt type.
2. Split bolt connector types are NOT allowed unless indicated on the Drawings.
3. The connectors shall meet or exceed UL 467 and be clearly marked with the catalog number, conductor size and manufacturer.

B. Compression Connectors

1. The compression connectors shall be manufactured from pure wrought copper. The conductivity of this material shall be no less than 99 percent by IACS Standards.
2. The connectors shall meet or exceed the performance requirements of IEEE 837, latest revision.
3. The installation of the connectors shall be made with a compression, tool and die system, as recommended by the manufacturer of the connectors.
4. The connectors shall be clearly marked with the manufacturer, catalog number, conductor size and the required compression tool settings.
5. Each connector shall be factory filled with an oxide-inhibiting compound.

- C. Exothermic Connections: Provide exothermic-weld kit selected per manufacturer's written instructions for specific types, sizes, and combinations of conductors and connected items.

2.6 GROUNDING ELECTRODES AND TEST WELLS

A. Grounding Rods: Copper-clad rod with rigid steel core.

1. Size: 3/4 inch by 120 inches (19 by 3000 mm). Provide the number of rods required to obtain proper ground resistance.
2. Rods shall have a minimum of ten (10) mils of copper.
3. Ground rods shall be UL listed #467.

- B. Test Wells: Fabricate from 15-inch- (400-mm-) long, square-cut sections of 8-inch- (200-mm-) diameter, Schedule 80, PVC pipe.

PART 3 EXECUTION

3.1 APPLICATION

- A. Equipment Grounding Conductors: Comply with NEC Article 250 for types, sizes, and quantities of equipment grounding conductors, except where specific types, larger sizes, or more conductors than required by NEC are indicated.
1. Install Equipment Grounding Conductor (EGC) with circuit conductors for the items below in addition to those required by Code:
 - a. Feeder circuits.
 - b. Receptacle branch circuits.
 - c. Flexible raceway runs.
 2. Nonmetallic Raceways: Install an equipment grounding conductor in nonmetallic raceways unless they are designated for telephone or data cables.
- B. Mechanical System Grounding:
1. The incoming domestic and fire protection water services shall be bonded to the electrical grounding system; provide equipment grounding conductor (EGC) sized per the National Electrical Code.
 2. The incoming gas service shall be bonded to the electrical grounding system; provide equipment grounding conductor (EGC) sized per the National Electrical Code.
 3. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.
- C. Separately Derived Systems: Ground and bond all separately derived systems in accordance with Article 250.30 of the National Electrical Code, and as follows:
1. Transformers:
 - a. Provide a grounding electrode conductor from the transformer to the nearest grounding electrode, e.g. building steel. Where the grounding electrode conductor is installed within metallic raceway, both ends of the raceway shall be also be bonded.
 - b. Provide a system bonding jumper from the transformer neutral point to the transformer enclosure. The system bonding jumper must remain within the enclosure where it originates.
 - c. Provide a supply-side bonding jumper from the transformer neutral point to the ground bus bar in the first disconnecting means or overcurrent device, e.g. panelboard.
 2. Generators:

- a. Generators shall only be considered a separately derived system where the system grounded conductor (neutral) does not have a direct electrical connection to the building system.
 - b. Provide a grounding electrode conductor from the generator to the nearest grounding electrode.
 - c. Provide an equipment grounding conductor from the generator enclosure to the transfer switch enclosure.
 - d. Provide a system bonding jumper from the generator neutral point to the generator grounding point.
 - e. Refer to Division 26 Section "Generator Assemblies" for additional requirements.
 - f. Refer to Division 26 Section "Automatic Transfer Switches" for four-pole transfer switches used in separately derived systems.
3. Metal Water Pipe:
- a. All metal water piping in the area served by the separately derived system shall be bonded to the neutral point of the separately derived system with a bonding jumper in accordance with Article 250.104 of the National Electrical Code.
 - b. Metal water piping is permitted to be bonded to the structural metal building frame in lieu of the neutral point of the separately derived system, if the structural metal serves as the grounding electrode for the separately derived system.
4. Structural Metal:
- a. Exposed structural metal in the area served by the separately derived system shall be bonded to the neutral point of the separately derived system with a bonding jumper in accordance with Article 250.104 of the National Electrical Code.
 - b. A separate bonding jumper to structural metal is not required where the structural metal serves as the grounding electrode for the separately derived system.
5. Grounding and bonding conductors and jumpers shall be sized in accordance with Table 250.66, Table 250.122 and Article 250.102 of the National Electrical Code.

3.2 INSTALLATION

- A. General: Ground electrical systems and equipment according to NEC requirements, except where Drawings or Specifications exceed NEC requirements.
- B. Grounding Bus Bars: Space 1 inch (25 mm) from wall and support from wall 6 inches (150 mm) above finished floor, except as otherwise indicated.
- C. Grounding Electrodes: Provide a minimum of three (3) grounding electrodes, unless otherwise indicated on the Drawings, in accordance with the following:

1. Locate a minimum of twenty-feet from each other and at least the same distance from any other grounding electrode, unless otherwise indicated on the Drawings.
 2. Drive until tops are 24 inches below finished floor or final grade, except as otherwise indicated.
 3. Interconnect with grounding-electrode conductors using exothermic welds, except at test wells. Make these connections without damaging copper coating or exposing steel.
- D. Grounding Conductors: Route along the shortest and straightest paths possible, except as otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- E. Underground Grounding Conductors: Use bare copper wire. Bury at least 24 inches (600 mm) below grade.
- F. Test Wells: One for each driven grounding electrode, except as otherwise indicated. Set top of well flush with finished grade or floor. Fill with 1-inch- (25-mm-) maximum-size crushed stone or gravel.
- G. Grounding shall satisfy requirements of the applicable publications. All exposed noncurrent-carrying metallic parts of electrical equipment, metallic raceway systems, grounding conductor in nonmetallic raceways, and grounded conductors of the wiring system shall be grounded.
- H. The grounded conductor (neutral) of the wiring system shall be connected to the system grounding conductor at a single place in the system by removable bonding jumpers, sized according to the applicable provisions of the National Electrical Code. The grounded conductor (neutral) connection to the grounding conductor (ground) shall be located in the enclosure for the system's overcurrent protection or where otherwise indicated on the Drawings or Specifications.
- I. Ground buses and neutral buses in all switchboards, transfer switches, panelboards, and those provided in any equipment shall be isolated except where required to be connected as specified above for the service entrance and in transformer terminal compartments.
- J. Equipment grounding conductors shall be extended from the ground bus in the distribution equipment to the receptacle, fixture or device lugs where they are provided. When not provided, they shall be connected to equipment enclosures. The connections shall be arranged such that removal of receptacle, the equipment grounding conductors, or ground jumpers from ground busing, shall not affect the system ground.
- K. Ground bus shall be provided as indicated on the Drawings or as necessary to provide termination for equipment grounding conductor. Non-current carrying metal parts of electric equipment shall be effectively grounded by bonding to the bus.
- L. Raceways shall not be considered as a grounding conductor. Each power, lighting, or control raceway shall have a separate equipment grounding conductor installed. Receptacles shall have a separate grounding pole.

3.3 CONNECTIONS

- A. General: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
1. Use electroplated or hot-tin-coated materials to assure high conductivity and to make contact points closer in order of galvanic series.
 2. Make connections with clean, bare metal at points of contact.
 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
 4. Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.
 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- B. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections, except those at test wells. Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.
- C. Equipment Grounding Conductor (EGC) Terminations: For 8 AWG and larger, use compression-type grounding lugs. 10 AWG and smaller grounding conductors may be terminated with wire nut connectors as specified in Division 26 Section, "Conductors and Cables".
- D. Non-Contact Metal Raceway Terminations: Where metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically non-continuous conduits at both entrances and exits with grounding bushings and bare grounding conductors, except as otherwise indicated.
- E. Connections at Test Wells: Use compression-type connectors on conductors and make bolted- and clamped-type connections between conductors and grounding rods.
- F. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. Where these requirements are not available, use those specified in UL 486A and UL 486B.
- G. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by manufacturer of connectors. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

3.4 UNDERGROUND DISTRIBUTION SYSTEM GROUNDING

- A. Grounding System: Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes.

3.5 FIELD QUALITY CONTROL

- A. Independent Testing Agency: Engage an independent electrical testing organization to perform tests described below.
- B. Tests: Subject the completed grounding system to a megger test at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at ground test wells. Measure ground resistance not less than 2 full days after the last trace of precipitation, and without the soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests by the 2-point method according to IEEE 81.
- C. Maximum grounding to resistance values are as follows:
 - 1. Equipment Rated 500 kVA and Less: 10 ohms.
 - 2. Equipment Rated 500 to 1000 kVA: 5 ohms.
 - 3. Equipment Rated More than 1000 kVA: 3 ohms.
- D. Excessive Ground Resistance: Where resistance to ground exceeds specified values, notify Owner promptly and include recommendations to reduce ground resistance and to accomplish recommended work.
- E. Report: Prepare test reports, certified by the testing organization, of ground resistance at each test location. Include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results. Submit all tests to the Engineer for approval.

3.6 ADJUSTING AND CLEANING

- A. Restore surface features, including vegetation, at areas disturbed by work of this Section. Reestablish original grades, except as otherwise indicated. Where sod has been removed, replace it as soon as possible after backfilling is completed. Restore areas disturbed by trenching, storing of dirt, cable laying, and other activities to their original condition. Include top soiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Maintain restored surfaces. Restore disturbed paving as indicated.

END OF SECTION

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SECTION 260528 - ELECTRICAL FIRESTOPPING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:
 - 1. Through-penetration firestopping in fire rated construction.
- B. Related items: Raceway seals and manufactured electrical devices: Refer to Division 26 Section, "Raceways and Boxes".

1.3 REFERENCES

- A. Underwriters Laboratories
 - 1. UL Fire Resistance Directory
 - a. Through-penetration firestop devices (XHCR)
 - b. Fire resistance rating (BXUV)
 - c. Through-penetration firestop systems (XHEZ)
 - d. Fill, void, or cavity material (XHHW)
- B. American Society for Testing and Materials Standards: ASTM E 814-88: Standard Test Method for Fire Tests of Through-Penetration Firestops.

1.4 DEFINITIONS

- A. Assembly: Particular arrangement of materials specific to given type of construction described or detailed in referenced documents.
- B. Barriers: Time-rated fire walls, time rated ceiling/floor assemblies and structural floors.
- C. Firestopping: Methods and materials applied in penetrations and unprotected openings to limit spread of heat, fire, gasses and smoke.
- D. Penetration: Opening or foreign material passing through or into barrier or structural floor such that full thickness of rated materials is not obtained.
- E. System: Specific products and applications classified and numbered by Underwriters Laboratories, Inc. to close specific barrier penetrations.

- F. Sleeve: Metal fabrication or pipe section extended through thickness of barrier and used to permanently guard penetration. Refer to Division 26 Section, "Common Work Results for Electrical" for sleeve requirements.

1.5 SYSTEM DESCRIPTION

A. Design Requirements

- 1. Fire-rated construction: Maintain barrier and structural floor fire resistance ratings including resistance to cold smoke at all penetrations, connections with other surfaces or types of construction, at separations required to permit building movement and sound or vibration absorption.

1.6 SUBMITTALS

- A. Submit in accordance with Division 01, unless otherwise indicated.
- B. Product Data: Manufacturer's specifications and technical data including the following:
 - 1. Detailed specification of construction and fabrication.
 - 2. Manufacturer's installation instructions.

1.7 QUALITY ASSURANCE

- A. Installer's qualifications: Firm experienced in installation or application of systems similar in complexity to those required for this project, plus the following:
 - 1. Acceptable to or licensed by manufacturer, State or local authority where applicable.
 - 2. At least 2 years experience with systems.
 - 3. Successfully completed at least 5 comparable scale projects using this system.
- B. Local and State regulatory requirements: Submit forms or acceptance for proposed assemblies not conforming to specific UL Firestop System numbers, or UL classified devices.
- C. Materials shall have been tested to provide fire rating at least equal to that of the construction.
- D. Manufacturer shall be a member of the International Firestop Council (IFC).

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Packing and shipping:
 - 1. Deliver products in original unopened packaging with legible manufacturer's identification.
 - 2. Coordinate delivery with scheduled installation date, allow minimum storage at site.

- B. Storage and protection: Store materials in a clean, dry, ventilated location. Protect from soiling, abuse, moisture and freezing when required. Follow manufacturer's instructions.

1.9 PROJECT CONDITIONS

A. Existing conditions:

1. Verify existing conditions and substrates before starting work. Correct unsatisfactory conditions before proceeding.
2. Proceed with installation only after penetrations of the substrate and supporting brackets have been installed.

B. Environmental requirements:

1. Furnish adequate ventilation if using solvent.
2. Furnish forced air ventilation during installation if required by manufacturer.
3. Keep flammable materials away from sparks or flame.
4. Provide masking and drop cloths to prevent contamination of adjacent surfaces by firestopping materials.

1.10 GUARANTEE

- A. Submit copies of written guarantee agreeing to repair or replace joint sealers which fall in joint adhesion, extrusion resistance, migration resistance, or general durability or appear to deteriorate in any other manner not clearly specified by submitted manufacturer's data as an inherent quality of the material for the exposure indicated. The guarantee period shall be two years from date of substantial completion unless otherwise noted.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to, the following:
 1. Hilti
 2. 3M
 3. Nelson

2.2 THROUGH-PENETRATION FIRESTOPPING OF FIRE-RATED CONSTRUCTION

- A. Systems of devices listed in the UL Fire Resistance Directory under categories XHCR and XHEZ may be used, providing that it conforms to the construction type, penetrate type,

annular space requirements and fire rating involved in each separate instance, and that the system be symmetrical for wall applications. Systems or devices must be asbestos-free.

1. Additional requirements: Withstand the passage of cold smoke either as an inherent property of the system, or by the use of a separate product included as a part of the UL system or device, and designed to perform this function.
2. Acceptable manufacturers and products.
 - a. Those listed in the UL Fire Resistance directory for the UL System involved and as further defined in the "System and Applications Schedule" in Part 3 of this Section.
 - b. All firestopping products must be from a single manufacturer.

2.3 ACCESSORIES

- A. Fill, void or cavity materials: As classified under category XHHW in the UL Fire Resistance Directory.
- B. Forming materials: As classified under category XHKU in the UL Fire Resistance Directory.
- C. Sleeves: Minimum 24 MSG galvanized steel, 12-inch diameter or smaller steel pipe. Sleeve shall project ½-inch from each surface of the floor/wall. Size as recommended by firestop manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.
 1. Verify barrier penetrations are properly sized and in suitable condition for application of materials.
 2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean surfaces to be in contact with penetration seal materials of dirt, grease, oil, loose materials, rust, or other substances that may affect proper fitting, adhesion, or the required fire resistance.

3.3 INSTALLATION

- A. Install penetration seal materials in accordance with printed instructions of the UL Fire Resistance Directory and in accordance with manufacturer's instruction.
- B. Seal holes or voids made by penetrations to ensure an effective barrier.

- C. Protect materials from damage on surfaces subject to traffic.
- D. When large openings are created in walls or floors to permit installation of conduits, cable tray, or other items, close unused portions of opening with firestopping materials tested for the application.
- E. Provide sleeves the full thickness of the assembly being penetrated and cut sleeves to a length of 1-inch more than the overall thickness of the penetration, or as recommended by the firestop manufacturer.

3.4 FIELD QUALITY CONTROL

- A. Examine penetration sealed areas to ensure proper installation before concealing or enclosing areas.
- B. Keep areas of work accessible until inspection by applicable code authorities.
- C. Perform under this section patching and repairing of firestopping caused by cutting or penetration by other trades.

3.5 ADJUSTING AND CLEANING

- A. Clean up spills of liquid components.
- B. Neatly cut and trim materials as required.
- C. Remove equipment, materials and debris, leaving area in undamaged, clean condition.

3.6 SYSTEMS AND APPLICATION SCHEDULES*

PENETRATING ITEM	CONCRETE	GYPSUM	WOOD FLOOR/CEILING
Metal Pipe	CAJ1001 CP25S/L, CP25N/S CAJ1006 CS-195+, FS-195+ CAJ1007 FS-195+, 1-inch& 2-inch Wide CAJ1009 2000, 2000+, 2003 CAJ1010 2000, 2000+, 2003 CAJ1012 2000, 2000+, 2003 CAJ1013 2000, 2000+, 2003 CAJ1014 2000, 2000+, 2003 CAJ1015 2000, 2000+, 2003 CAJ1017 FD 150 CAJ1021 FD 150 CAJ1027 MPS-2+ CAJ1044 CP 25WB+ CAJ1052 CP 25S/L, CP 25N/S CAJ1058 2000, 2000+, 2003 CAJ1060 2000, 2000+, 2003 CAJ1063 2000, 2000+, 2003 CAJ1066 CP 25N/S, CP 25S/L, CP 25WB+ CAJ1091 CP 25N/S, CP 25S/L, CP 25WB+ CAJ1092 CP 25WB+ CAJ1112 FS-195+ CAJ1160 CP 25S/L, CP 25N/S CAJ1175 CP 25WB+	WL1001 CP 25 WL1002 FS-195+ WL1003 CP 25WB+, CP 25N/S WL1008 2000+ WL1009 2000+ WL1010 2000+ WL1016 CP 25WB+ WL1017 CP 25WB+, CP 25N/S WL1032 CP 25WB+, CP 25N/S WL1036 FD 150 WL1037 CS-195+, FS-195+ WL1067 CP 25N/S WL1073 CP 25WB+ WL1080 MPS-2+ WL1082 2000+	FC1002 CP 25 FC1003 2000, 2000+, 20003 FC1006 CP 25WB+

PENETRATING ITEM	CONCRETE	GYPSUM	WOOD FLOOR/CEILING
	CAJ1176 CP 25WB+ CAJ1188 2000+ CBJ1020 CS-195+, FS-195+ CBJ1021 CS-195+, MPS-2+ CBJ1031 2001 CBJ1032 2001 FA1002 CP 25WB+ WJ1010 CP 25WB+ WJ1023 2001		
Non-Metallic	CAJ2001 FS-195+, 1-inch& 2-inch WIDE, PPD'S CAJ2002 FS-195+ CAJ2003 CS-195+, FS-195+ CAJ2005 FS-195+ CAJ2006 FS-195+ CAJ2013 FS-195+ CAJ2019 2000, 2000+, 2003 CAJ2027 FS-195+, CP 25N/S, CP 25S/L, CP 25WB+ CAJ2028 FS-195, MPS-2+ CAJ2029 FS-195+, PPD'S CAJ2030 CS-195+, FS-195+ CAJ2040 FS-195+, CP 25WB+ CAJ2044 FS-195+, CP 25N/S, CP 25S/L, CP 25 WB+ CAJ2090 FS-195+ CAJ2177 FS-195+, PPD'S FA2001 FS-195+, PPD'S FS2002 CS-195+, FS-195+, MPS-2+, PPD'S FA2011 FS-195+ WJ2012 FS-195+ 1-inch WIDE	WL2002 FS-195+, PPD'S WL2003 FS-195+ WL2004 FS-195+ WL2005 FS-195+ 4' WIDE WL2006 FS-195+ WL2013 FS-195+ WL2031 CS-195+, FS-195+ WL2032 CS-195+, FS-195+ WL2033 FS-195+ WL2073 FS-195+ 1-inch WIDE	FC2002 FS-195+, PPD'S FC2007 FS-195+, PPD'S FC2008 FS-195+ FC2009 FS-195+, PPD'S FC2024 FS-195+ FC2026 FS-195+ FC2028 FS-195+, 1' & 2-inch WIDE, PPD'S
Insulated Cable	CAJ3001 CP 25N/S, CP 25S/L CAJ3005 CS 195+, FS-195+ CAJ3007 2001 CAJ3009 2000, 2000+, 2003 CAJ3010 2000, 2000+, 2003 CAJ3011 2001 CAJ3014 FD 150 CAJ3015 FD 150 CAJ3021 MPS-2+ CAJ3029 2000, 2000+, 2003 CAJ3030 CP 25WB+ CAJ3031 CP 25N/S, CP 25S/L CAJ3041 2000, 2000+, 2003 CAJ3044 CS-195+, FS-195+ CAJ3058 FS-195+, MPS-2+ CAJ3071 CP 25N/S, CP 25S/L CAJ3074 CP 25N/S, CP 25S/L CAJ3075 2001 CAJ3080 CP 25WB+ CBJ3016 CS-195+, FS-195+ CBJ3017 CS-195+, MPS-2+	WL3001 CP 25, MPS-2+ WL3008 2000+ WL3009 2000+ WL3015 CP 25WB+, CP 25N/S WL3022 2000+ WL3030 FS-195+ WL3031 MPS-2+ WL3032 CP 25WB+ WL3041 2000+ WL3051 CP 25N/S WL3056 CP25N/S WL3062 CP 25WB+	FC3001 CP 25S/L, CP 25N/S FC3002 2000+ FC3003 2000, 2000+, 2003 FC3007 CP 25WB+, MPS-2+ FC3008 FS-195+

PENETRATING ITEM	CONCRETE	GYPSUM	WOOD FLOOR/CEILING
	FA3001 CP 25WB+ FB3004 CS-195+, MP WJ3015 2001 WJ3016 2001		
Mixed Penetrating Items Combos	CAJ8001 CS-195+ FS-195+ CAJ8003 2000, 2000+, 20003 CAJ8004 2000, 2000+, 20003 CAJ8006 2001 CAJ8013 FS-195+, CP 25 CBJ8004 CS-195, FS-195+ CBJ8005 CS-195+, MPS-2+ CBJ8008 2001 FA8001 FS-195+, CP 25WB+	WL8002 CS-195+, FS-195+	

* Underwriter's Laboratories, Inc., Fire Resistance Directory.

END OF SECTION

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SECTION 260529
HANGERS AND SUPPORTS
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SECTION 260529 – HANGERS AND SUPPORTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Requirements of the following Sections apply to this Section:
 - 1. Division 26 Section, “Common Work Results for Electrical” for general installation requirements.

1.2 SUMMARY

- A. This Section includes secure support from the building structure for electrical items by means of hangers, supports, anchors, sleeves, inserts, seals, and associated fastenings.
- B. Provide equipment supports consisting of concrete pads, structural members, hangers, rods, and incidental materials.
- C. Provide all labor, supervision, and fabrication. Design and construct supporting structures of strength to safely withstand stresses to which they may be subjected and to properly distribute the load and impact over building areas. Provide all engineering and fabrication as required for installation of support system.
- D. Provide hangers, clamps, anchors, inserts, supports, supplementary steel framing, and hardware of the proper size and load capacity to support electrical equipment and raceways, whether indicated on the drawings or not.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with conditions of Contract and Division 01 Specification Sections.
- B. Product data for each type of product specified.

1.4 QUALITY ASSURANCE

- A. Electrical Component Standard: Components and installation shall comply with NFPA 70 *National Electrical Code*.
- B. Electrical components shall be listed and labeled by UL, ETL, CSA, or other approved, nationally recognized testing and listing agency that provides third-party Certification follow-up services.
- C. Installation Standard: Installation shall meet or exceed the National Electrical Contractors Association (NECA) Standard of Installation.

D. Manufacturer's Qualifications:

1. The Manufacturer shall not have had less than ten years' experience in manufacturing Strut Support Systems.
2. The Manufacturer must certify in writing all components supplied have been produced in accordance with an established quality assurance program.

E. All Strut Support System components must be supplied by a single manufacturer.

F. Standards:

1. Work shall meet the requirements of the following standards:
 - a. Federal, State and Local Codes.
 - b. American Iron and Steel Institute (AISI) Specification for the Design of Cold-Formed Steel Structural Members.
 - c. American Society for Testing and Materials (ASTM).
 - d. Underwriters Laboratories (UL).
 - e. National Electrical Code (NEC).

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. All material is to be delivered to the work site in original factory packaging to avoid damage to the finish.
- B. Upon delivery to the work site, all components shall be protected from the elements by a shelter or other covering.

1.6 GUARANTEE

- A. Separate guarantees shall be issued from the erector and manufacturer, valid for a period of one year against any defects that may arise from the installation or manufacture of the Strut Support System components.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
 1. Slotted Metal Angle and U-Channel Systems:
 - a. American Electric, Kindorf

- b. Alstrut
- c. Unistrut Diversified Products
- d. Power-Strut
- e. Thomas & Betts

2.2 COATINGS

- A. Dry, Interior Locations: Supports, support hardware, and fasteners shall be protected with zinc coating or with treatment of equivalent corrosion-resistance using approved alternative treatment, finish, or inherent material characteristic. All products installed in dry interior locations shall be hot-dip galvanized, unless otherwise noted.
- B. Damp or Wet Locations: Supports, support hardware, and fasteners installed in damp or wet locations, including exterior locations, shall be Type 304 stainless steel.

2.3 MANUFACTURED SUPPORTING DEVICES

- A. Raceway Supports: Clevis hangers, riser clamps, conduit straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring steel clamps.
- B. Fasteners: Types, materials, and construction features, as follows:
 - 1. Expansion Anchors - Carbon steel wedge or sleeve type.
 - 2. Toggle Bolts - All steel springhead type.
 - 3. Power-Driven Threaded Studs - Heat-treated steel, designed specifically for the intended application.
- C. U-Channel Systems: Sixteen-gauge channels with 9/16-inch-diameter holes at a minimum of eight inches on center in top surface. Provide fittings and accessories that mate and match with U-channel and are of the same manufacturer.
- D. Concrete Equipment Pads:
 - 1. Refer to Division 26 Section "Common Work Results for Electrical" for installation requirements.
- E. Floor-Mounted Stands: Construct with structural steel members or steel pipe and fasten with flanges bolted to the floor.

2.4 ANCHOR METHODS

- A. Hollow Masonry: Toggle bolts or plastic conical type expansion anchors.
- B. Solid Masonry: Lead expansion anchors or preset inserts.

- C. Metal Surfaces: Machine screws, bolts, or welded studs.
- D. Wood Surfaces: Wood screws.
- E. Concrete Surfaces: Self-drilling anchors or power-driven studs

PART 3 EXECUTION

3.1 EXAMINATION

- A. The installer shall inspect the work area prior to installation. If work area conditions are unsatisfactory, installation shall not proceed until satisfactory corrections are completed.

3.2 INSTALLATION

- A. Set Strut System components into final position true to line, level and plumb, in accordance with approved Shop Drawings.
- B. Anchor material firmly in place. Tighten all connections to their recommended torques.
- C. Install supporting devices to fasten electrical components securely and permanently in accordance with NEC requirements.
- D. Coordinate with the building structural system and with other electrical installation.
- E. Raceway Supports: Comply with the NEC and the following requirements:
 - 1. Conform to manufacturer's recommendations for selection and installation of supports.
 - 2. Strength of each support shall be adequate to carry present and future load multiplied by a safety factor of at least four. Where this determination results in a safety allowance of less than 200 pounds, provide additional strength until there is a minimum of 200 pounds safety allowance in the strength of each support.
 - 3. Install individual and multiple (trapeze) raceway hangers and riser clamps as necessary to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assembly and for securing hanger rods and conduits.
 - 4. Support parallel runs of horizontal raceways together on trapeze-type hangers.
 - 5. Support individual horizontal raceways by separate pipe hangers. Spring steel fasteners may be used in lieu of hangers only for 1-1/2-inch and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings only. For hanger rods with spring steel fasteners, use 1/4-inch-diameter or larger threaded steel. Use spring steel fasteners that are specifically designed for supporting single conduits or tubing.
 - 6. Space supports for raceways in accordance with Table I of this Section. Space supports for raceway types not covered by the above in accordance with NEC.

7. Support exposed and concealed raceway within one foot of an unsupported box and access fittings. In horizontal runs, support at the box and access fittings may be omitted where box or access fittings are independently supported and raceway terminations are not made with chase nipples or threadless box connectors.
 8. In vertical runs, arrange support so the load produced by the weight of the raceway and the enclosed conductors is carried entirely by the conduit supports with no weight load on raceway terminations.
- F. Miscellaneous Supports: Support miscellaneous electrical components as required to produce the same structural safety factors as specified for raceway supports. Install metal channel racks for mounting disconnects, light fixtures, and other devices.
- G. In open overhead spaces, cast boxes threaded to raceways need not be supported separately except where used for fixture support; support sheet metal boxes directly from the building structure or by bar hangers. Where bar hangers are used, attach the bar to the raceways on opposite sides of the box and support the raceway with an approved type of fastener not more than 24 inches from the box.
- H. Fastening: Unless otherwise indicated, fasten electrical items and their supporting hardware securely to the building structure, including, but not limited to conduits, raceways, boxes, disconnect switches, and control components in accordance with the following:
1. Fasten by means of toggle bolts on hollow masonry units, concrete inserts or expansion bolts on concrete or solid masonry, and machine screws, welded threaded studs, or spring-tension clamps on steel. Threaded studs driven by a powder charge and provided with lock washers and nuts may be used instead of expansion bolts and machine screws. Do not weld conduit, pipe straps, or items other than threaded studs to steel structures.
 2. Holes cut to depth of more than 1-1/2 inches in reinforced concrete beams or to depth of more than 3/4-inch in concrete shall not cut the main reinforcing bars. Fill holes that are not used.
 3. Ensure that the load applied to any fastener does not exceed 25 percent of the proof test load. Use vibration-and shock-resistant fasteners for attachments to concrete slabs.
 4. Concrete (New): Iron or steel inserts. Expander type anchors, specified for existing may be used provided concrete is clear of conduit for drilled depth.
 5. Concrete (Existing): Double-plated expander type anchors. Phillips, Hilti, or approved equivalent. Loads shall not exceed 1/4 of tested pullout (or shear) strength.
- I. General Supporting Installations:
1. Provide appropriate concrete anchors for hanger rods. Rods shall be screwed into or extended through frame construction (with washer and nut). Supports shall secure

conduit in place, and shall prevent vibration, provide for expansion and contraction and shall make neat appearance. Strap hangers or chains are not permitted.

2. Electrical raceways 1-1/2-inches and smaller shall be secured with 1-hole malleable iron straps or brackets to walls. Trapeze supports shall be used for groups or parallel raceways with raceways secured to trapeze with approved clamps. Individual runs of raceways 2-inches and larger shall be supported by Clevis type hangers.
3. Provide all steel supports including roof curbs for all equipment provided under this Section.
4. Electrical raceway supports to be spaced on the following maximum centers, unless otherwise required by the NEC:
 - a. 3/4-inch to 1-inch conduit - 8 feet
 - b. 1-1/4-inch and larger conduit - 10 feet
5. Provide additional hangers or steel members to distribute the load among two or more structural members when required or directed.

J. Locations:

1. Anchor bolts, sleeves, inserts, hangers, and supports required for the electrical work shall be furnished and installed under Division 26.
2. Coordinate with other trades the location of anchors, sleeves, inserts, and supports and insure that they are properly installed.
3. Openings and sleeves shall be set true to line, level, plumb, and position and shall be set true to line, level, plumb, and position and shall be so maintained during construction. Where sleeves and openings are provided in poured concrete, inspect same during and after concrete is poured to insure proper position and correct any deviation.

K. Hangers and Supports:

1. Provide hangers, angles, channels, and other supports required by field conditions to install items of electrical equipment. Design of supports and methods of fastening to building structure shall be acceptable to the Owner.
2. Use of power-actuated fasteners and devices is permitted in the vertical surfaces of the building only with the following requirements.
 - a. For fastening conduits 1-1/2-inch and smaller and lighting fixtures 50 lbs or less.
 - b. Load capacity per manufacturers' recommendations.
 - c. Fasteners shall be located in the thickest part of the slab.

- d. Devices shall comply with OSHA requirements.
3. Use of lead shield expansion anchors is not permitted.
4. No electrical items shall rest on, or depend for support on suspended ceiling media (tiles, lath, plaster, splines, etc.).
5. In spaces with suspended ceilings, support conduits directly from structural slabs, decks (or framing members). Do not support conduits on ceiling suspension members.
6. Provide weight-distribution facilities, where required so as not to exceed the load bearing capabilities of floor or walls that bear the weight of, or support, electrical items.
7. For point-of-attachment weight of 100 lbs. or less, fasten items as follows:
 - a. On wood, use wood screws.
 - b. On concrete and solid masonry that is already in place, use self-drilling concrete anchors or expansion bolt and couplings.
 - c. On hollow construction, use toggle bolts.
 - d. On structural steel, use beam clamps.
8. For point-of-attachment weights from 100 lbs. to 300 lbs., provide supports as follows:
 - a. At cast-in-place concrete slabs, use concrete inserts in bottom of slab, with 8" slip-through steel rods set transverse to the reinforcing steel.
 - b. At concrete slab already in place, uses 16-inches x 8-inches x ½-inch steel plates at the top of the slab, with through-bolts welded in place. The plates shall be chased in and grouted flush, where no fill is to be applied.
9. Equipment shall not be held in place by its own dead weight. Provide base anchor fasteners in each case.
10. Trapeze type hangers may be used where several conduits are to be installed at the same elevation. The spacing of such trapeze hangers shall be in accordance with the NEC for the smallest conduit in the run.
11. Vertical conduits shall be supported by heavy wrought iron clamps or collars anchored to construction at each floor.

L. Inserts:

1. Inserts for suspended items in poured concrete construction shall be malleable-iron concrete inserts, adjustable type with insert nut. Items manufactured by Barrett, Crawford, Elcen, or Grinnell shall be used where applicable.
2. Inserts for surface-mounted items shall be suitable for the composition of the slab, wall, or structure on which installation is to be made.

M. TABLE I: SPACING FOR RACEWAY SUPPORTS

TABLE I: SPACING FOR RACEWAY SUPPORTS				
Raceway Size (Inches)	No. of Conductors in Run	Location	PVC & RGS (Ft.)	EMT (Ft.)
		HORIZONTAL RUNS		
1/2, 3/4	1 or 2	Flat ceiling or wall.	5	5
1/2, 3/4	1 or 2	Where it is difficult to provide supports except at intervals fixed by the building construction.	7	7
1/2, 3/4	3 or more	Any location.	7	7
1/2 – 1	3 or more	Any location.		
1 & larger	1 or 2	Flat ceiling or wall.	6	6
1 & larger	1 or more	Where it is difficult to provide supports except at intervals fixed by the building construction.	10	10
1 & larger	3 or more	Any location.	10	10
Any	---	Concealed.	10	10
		VERTICAL RUNS		
1/2, 3/4	---	Exposed.	7	7
1, 1-1/4	---	Exposed.	8	8
1-1/2 & larger	---	Exposed.	10	10
Up to 2	---	Shaftway.	14	10
2-1/2	---	Shaftway.	16	10
3 & larger	---	Shaftway.	20	10
Any	---	Concealed.	10	10

Abbreviations:	EMT	Electrical Metallic Tubing
	PVC	Rigid Polyvinyl Chloride Conduit
	RGS	Rigid Galvanized Steel Conduit

3.3 CLEANUP

- A. Upon completion of this Section of work, remove all protective wraps and debris. Repair any damage due to installation of this section of work.

3.4 PROTECTION

- A. During installation, protect this work from damage.
- B. Upon completion of this scope of work, it shall become the responsibility of the General Contractor to protect this work from damage during the remainder of construction on the project and until substantial completion.

END OF SECTION

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RACEWAYS AND BOXES
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SECTION 260533 - RACEWAYS AND BOXES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related Sections include the following:
 - 1. Division 26 Section "Conductors and Cables" for conductors installed in raceways and boxes and conductor terminations.
 - 2. Division 26 Section "Electrical Firestopping" for requirements for firestopping at penetrations through walls and floors that are fire barriers.
 - 3. Division 26 Section "Hangers and Supports" for raceways and box supports.
 - 4. Division 26 Section "Underground Ductbanks" for raceways installed in ductbanks and for ductbanks accessories.
 - 5. Division 26 Section "Wiring Devices" for devices installed in boxes.

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.
 - 1. Raceways include the following:
 - a. EMT
 - b. FMC
 - c. LFMC
 - d. PVC
 - e. RGS
 - f. Wireways
 - 2. Boxes, enclosures, and cabinets include the following:
 - a. Device boxes
 - b. Outlet boxes
 - c. Pull and junction boxes
 - 3. Miscellaneous Products include the following:
 - a. Bushings

1.3 DEFINITIONS

- A. EMT: Electrical Metallic Tubing.

- B. FMC: Flexible Metal Conduit.
- C. LFMC: Liquidtight Flexible Metal Conduit.
- D. PVC: Rigid Polyvinyl Chloride Conduit.
- E. RGS: Rigid Galvanized Steel Conduit.

1.4 SUBMITTALS

- A. Product Data: For raceways, boxes, wireways, and fittings.
- B. Shop Drawings: Include layout drawings showing components and wiring for nonstandard boxes, enclosures, and cabinets.

1.5 QUALITY ASSURANCE

- A. Listing and Labeling: Provide raceways and boxes specified in this Section that are listed and labeled.
 - 1. The Terms "Listed" and "Labeled": As defined in NFPA 70, Article 100.
 - 2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" as defined in OSHA Regulation 1910.7.
- B. Comply with NECA's "Standard of Installation" and NECA 101 "Recommended Practice for Installing Steel Conduits".
- C. Comply with NFPA 70.

1.6 COORDINATION

- A. Coordinate layout and installation of raceways and boxes with other construction elements to ensure adequate headroom, working clearance, and access.
- B. Verify routing and termination locations of conduits and boxes prior to rough-in.
- C. Conduit routing shown on Drawings is only approximate and diagrammatic. Route conduits as required for a complete conduit and wiring system.
- D. Coordinate final locations, mounting heights, and orientation of all outlet boxes.

1.7 PROJECT RECORD DOCUMENTS:

- A. Accurately record routing of all concealed conduits. Record actual routing of all exposed conduits/larger than 1 inch. Indicate actual locations and mounting heights of outlet boxes, pull and junction boxes, branch circuits, arrangements, etc.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Metal Conduit and Tubing:

- a. Allied Tube & Conduit Corporation.
- b. Anamet, Inc.; Anaconda Metal Hose.
- c. AFC/Monogram Company.
- d. Carol Cable Co., Inc.
- e. Cole-Flex Corp.
- f. Electri-Flex Co.
- g. Flexcon, Inc.; Coleman Cable Systems, Inc.
- h. Grinnell Co.; Allied Tube and Conduit Div.
- i. Monogram Co.; AFC.
- j. Spiraduct, Inc.
- k. Triangle PWC, Inc.
- l. Wheatland Tube Corporation

2. Nonmetallic Conduit and Tubing:

- a. Anamet, Inc.; Anaconda Metal Hose.
- b. Arnco Corp.
- c. Breeze-Illinois, Inc.
- d. Cantex Industries; Harsco Corp.
- e. Certainteed Corp.; Pipe & Plastics Group.
- f. Cole-Flex Corp.
- g. Condux International; Electrical Products.
- h. Electri-Flex Co.
- i. George-Ingraham Corp.
- j. Hubbell, Inc.; Racor, Inc.
- k. Lamson & Sessions; Carlon Electrical Products.
- l. R&G Sloan Manufacturing Co., Inc.
- m. Spiraduct, Inc.
- n. Thomas & Betts Corporation

3. Conduit Bodies and Fittings:

- a. American Electric; Construction Materials Group.
- b. Crouse-Hinds; Div. of Cooper Industries.
- c. Emerson Electric Co.; Appleton Electric Co.
- d. Hubbell, Inc.; Killark Electric Manufacturing Co.
- e. Lamson & Sessions; Carlon Electrical Products.
- f. O-Z/Gedney; Unit of General Signal.
- g. Scott Fetzer Co.; Adalet-PLM.
- h. Spring City Electrical Manufacturing Co.
- i. Thomas & Betts Corporation.

4. Metal Wireways:
 - a. Hoffman Engineering Co.
 - b. Keystone/Rees, Inc.
 - c. Square D Co.
5. Boxes, Enclosures, and Cabinets:
 - a. American Electric; FL Industries.
 - b. Butler Manufacturing Co.; Walker Division.
 - c. Crouse-Hinds; Div. of Cooper Industries.
 - d. Electric Panelboard Co., Inc.
 - e. Erickson Electrical Equipment Co.
 - f. Hoffman Engineering Co.; Federal-Hoffman, Inc.
 - g. Hubbell Inc.; Killark Electric Manufacturing Co.
 - h. Hubbell Inc.; Racor, Inc.
 - i. Lamson & Sessions; Carlon Electrical Products.
 - j. O-Z/Gedney; Unit of General Signal.
 - k. Parker Electrical Manufacturing Co.
 - l. Robroy Industries, Inc.; Electrical Division.
 - m. Scott Fetzer Co.; Adalet-PLM.
 - n. Spring City Electrical Manufacturing Co.
 - o. Thomas & Betts Corp.
 - p. Woodhead Industries, Inc.; Daniel Woodhead Co.

2.2 METAL CONDUIT AND TUBING

- A. EMT and Fittings: Hot galvanized steel O.D. with an organic corrosion-resistant I.D. coating. Listed to UL Safety Standard 797 and manufactured in accordance with ANSI C80.3.
 1. Fittings: Compression type, NEMA FB1.
- B. FMC: Zinc-coated steel.
- C. LFMC: Flexible steel conduit with PVC jacket.
- D. RGS: ANSI C80.1 and UL 6.
- E. Fittings: NEMA FB 1; compatible with conduit/tubing materials.

2.3 NONMETALLIC CONDUIT AND TUBING

- A. PVC: NEMA TC 2, UL 651, Schedule 40 or 80.
- B. PVC Fittings: NEMA TC 3; match to conduit or conduit/tubing type and material.

2.4 METAL WIREWAYS

- A. Material: Sheet metal sized and shaped as indicated.

- B. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- C. Select features, unless otherwise indicated, as required to complete wiring system and to comply with NFPA 70.
- D. Wireway Covers: Screw-cover type.
- E. Finish: Manufacturer's standard enamel or galvanized finish for dry interior locations. Stainless steel for wet locations.

2.5 OUTLET AND DEVICE BOXES

- A. Sheet Metal Boxes: NEMA OS 1, galvanized flat-rolled sheet steel.
- B. Cast-Metal Boxes: NEMA FB 1, Type FD, cast box, deep type, with gasketed cover, and threaded hubs.
- C. Outlet Box Accessories: Provide outlet box accessories as required for each installation, including corrosion-resistant screws, mounting brackets, wallboard hangers, extension rings, fixture studs, cable clamps, and metal straps for supporting outlet boxes which are compatible with outlet boxes being used and fulfilling requirements of individual wiring situations.
- D. Nonmetallic: NEMA OS2.

2.6 PULL AND JUNCTION BOXES

- A. Small Sheet Metal Boxes: NEMA OS 1, galvanized flat-rolled sheet steel.
- B. Sheet metal boxes over 12" in any dimension shall comply with the requirements of Article "Enclosures and Cabinets" of this Section.
- C. Boxes for Outdoor and Wet Locations: Flat flanged, surface-mounted, UL listed as raintight, galvanized cast iron box and cover with neoprene gasket and stainless steel cover screws.
- D. Boxes for Buried Flush Grade Locations: Refer to Division 26 Section, "Utility Holes" for product requirements.

2.7 BOX EXTENSIONS

- A. Prohibited on new construction.
- B. Where more than one box is needed to flush out installation, provide a large (i.e., 6" x 6") box to flush out the existing box and nipple over to a new box.

2.8 BUSHINGS

- A. Bushings shall be self-extinguishing thermoplastic type with 105°C (minimum) temperature rating.

- B. Bushings with grounding lugs shall be malleable iron body with 105 degrees C (minimum) insulating ring. Insulating material shall be locked in place and non-removable.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive raceways, boxes, enclosures, and cabinets for compliance with installation tolerances and other conditions affecting performance of raceway installation. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 RACEWAY AND BOX REQUIREMENTS

- A. Conduit Application Schedule:

APPLICATION	CONDUIT TYPE	REMARKS
Damp/Wet locations.	RGS	Use threaded or rain-tight fittings and stainless steel hardware.
Exposed dry interior locations	EMT, RGS	Schedule 40 PVC is acceptable for concealing grounding electrode conductors, except for plenum spaces. Provide RGS conduit where subject to physical damage.
Exterior underground.	RNC (Sched. 40 PVC)	RGS Elbows/Sweeps unless otherwise noted on the Drawings.
Equipment connections in dry locations.	FMC (e.g. Greenfield)	Short lengths only (maximum 6 feet).
Equipment connections in damp/wet locations.	LFMC (e.g. Sealtite)	Short lengths only (maximum 6 feet). Use threaded or rain-tight fittings and stainless steel hardware.
Equipment connections in exterior locations.	LFMC (e.g. Sealtite)	Short lengths only (maximum 6 feet). Use threaded or rain-tight fittings and stainless steel hardware.
Concealed in dry wall construction.	EMT	
Concealed above suspended ceilings.	EMT	

- B. General Requirements

1. Aluminum conduit is prohibited.
2. Conduits for exterior underground electric work shall be rigid steel, galvanized and sherardized, leaving the building and to points 5 feet beyond footings. Beyond 5 feet of building, underground conduits shall be non-metallic Schedule 40 PVC, Type II.
3. Conduits shall slope from entrance equipment toward outside of building.

- C. Fittings:

1. All fittings to match conduit material and to be suitable for the purpose intended. Join conduit with fittings designed and approved for the purpose and make joints tight.
2. Provide UL listed compound filled sealing fittings for NEC-required locations, for conduits passing from interior to exterior, and at the interface of widely different space temperatures such as refrigeration or cold storage rooms where conduits pass from warm locations to cool locations, such as the boundaries of air conditioned spaces and non-conditioned air spaces. For concealed conduits, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.
3. Provide expansion fittings with bonding jumpers where conduits cross expansion joints or where otherwise required to compensate for thermal expansion and contraction. Provide expansion fittings in each straight uninterrupted run of surface-mounted conduit, both horizontal and vertical, in excess of 200 feet. Distance between fittings shall not exceed 200 linear feet. The Contractor shall refer to the Architectural Drawings for expansion joint locations.
4. Fasten rigid steel conduit with threaded galvanized steel fittings, double locknuts, and insulated bushings. Insulated bushings shall be OZ/Gedney type "B", or equal.
5. Fasten EMT conduit with concrete-tight or rain-tight compression fittings made from zinc-plated steel. Fittings using set screw or indentations as a means of attachment or made from cast "white metal" are prohibited. All connectors shall have insulated throats.
6. Fasten liquid-tight conduit with fittings incorporating a threaded ferrule, nylon sealing ring, and steel or malleable iron compression nut and body. Furnish Crouse Hinds metallic liquid-tight fittings, or equal.
7. Fasten Flexible Metallic Conduit (FMC) with Thomas & Betts (T&B) "Tite-Bite" insulated connectors, or equal.
8. Watertight fittings shall use a copper base anti-corrosive conductive compound. Provide watertight fittings for conduits in damp or wet locations, and underground installations.

D. Box Locations:

1. Electrical boxes shall accommodate wire pulling, splices, taps, equipment connections and Code compliance.
2. Coordinate access doors as required to provide access to boxes in hard ceilings and similar inaccessible areas.

E. Outlet Boxes:

1. Outlet boxes for dry interior locations and for concealed work shall be zinc-coated or cadmium-plated sheet steel boxes suitable for the service and type outlet.

2. Boxes and conduit fittings for damp or wet locations shall be NEMA 4 cast-aluminum, cast steel or cast iron type with gasketed cover plates and threaded hubs for conduit entrance.
3. Extra large boxes shall be provided in accordance with the National Electrical Code where necessary to prevent crowding of wire in the box.
4. Plastic boxes and cast "white metal" boxes classified as NEMA 4 will not be acceptable.
5. Outlet boxes in unplastered brick or block walls shall be provided with deep square-cut device covers. They shall be set so that the brick or block can be cut and fitted closely to the cover opening and so that the standard wall plate will cover the joint between the brick or block and the box.
6. All outlet boxes used for supporting fixtures shall be furnished with malleable iron fixture studs of "no-bolt" type secured by locknut.
7. Provide support for boxes occurring in suspended ceilings. Outlets in ceilings directly on bottom of joists shall be supported independent of ceiling construction. Outlets in suspended ceilings shall not be supported from ceiling construction.
8. All boxes, whether outlet, junction, pull, or equipment, shall be furnished with appropriate covers.
9. No sectionalized boxes shall be used.
10. Back-to-back outlet boxes are not permitted. Separate boxes a minimum of 6" in standard walls and a minimum of 2 feet in acoustical walls.
11. Provide factory-made knockout closures for unused openings in outlet boxes.
12. Provide blank coverplates for all unused boxes.

F. Junction and Pull Boxes:

1. Junction and pull boxes shall be furnished and installed as shown or where required to facilitate pulling of wires or cables. Such boxes shall be installed in accessible locations. All boxes for concealed work shall be constructed of 12 gauge USS galvanized sheet steel minimum, unless otherwise specified or indicated and provided with mounting brackets and flat screw covers secured in position by round head brass or stainless steel 300 grade machine screws. Boxes for exterior work shall be cast aluminum or galvanized cast iron type with threaded hubs unless otherwise directed. Gasketed cover plates shall be furnished for outdoor installation.
2. Provide barrier (separators) where different system voltage share the same box.
3. Wherever possible, locate pull and junction boxes above accessible ceilings in finished areas.

4. Pull or junction boxes shall be supported independently of conduit.

3.3 INSTALLATION OF RACEWAYS

- A. Install raceways, boxes, enclosures, and cabinets as indicated, according to manufacturer's written instructions.
- B. Furnish and install a separate and independent raceway system as shown on the Drawings for each of the various wiring systems including, but not limited to, the following:
 - Control Wiring
 - Fire Alarm System
 - Power 120/208 volt
 - Power 277/480 volt
- C. All raceway systems shall be completely wired as specified herein, shown on drawings and/or required for satisfactory operation of the various systems.
- D. Raceways, generally, shall be concealed conduit as specified herein. Where wiring troughs are required or used to facilitate the wiring installation, they shall be equal to Square D Company's Square-Duct and fittings, with hinged cover arranged for total removal, all finished in baked enamel and all components U/L listed. The gutters shall be of ample size to accommodate conductors therein and as required by the NEC.
- E. Support all conduit not embedded in concrete or masonry such that strain is not transmitted to outlet boxes and pull/junction boxes, etc. Supports to be sufficiently rigid to prevent distortion of conduits during wire pulling.
- F. Minimum Raceway Size:
 1. 3/4-inch trade size for interior work
 2. 1-inch trade size for exterior underground work.
- G. Conceal raceways, unless otherwise indicated, within finished walls, ceilings, and floors.
- H. Wiring above ceiling shall be plenum rated cable, where required by Code.
- I. Wiring installed concealed above hard ceilings and exposed in areas with no ceilings shall be installed in conduit.
- J. Conduit shall be run concealed wherever possible, within walls, ceilings, or floors, unless otherwise indicated or specified. Where exposed conduits runs are shown or required, they shall be run parallel to building construction and shall be suitably supported at required intervals.
- K. Conduit may be run exposed in Mechanical Equipment rooms, Electrical rooms, and where necessary in Storage rooms and unfinished areas. Where conduit is run exposed, it shall be

run as close as possible to walls and ceilings and shall not interfere with equipment, ductwork and piping.

- L. Keep raceways at least 12 inches (300 mm) away from parallel runs of flues, steam or hot-water pipes and other hot surfaces above 77 degrees F. Install horizontal raceway runs above water and steam piping.
- M. Install raceways level and square and at proper elevations. Provide adequate headroom.
- N. Complete raceway installation before starting conductor installation.
- O. Support raceways as specified in Division 26 Section "Hangers and Supports". Arrange supports to prevent misalignment during wiring installation.
- P. Use capped bushings or "push-penny" plugs to prevent foreign matter from entering the conduit system during construction. Clean and plug or cap all conduits left empty for future use.
- Q. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portion of bends is not visible above the finished slab. Conduit stub-ups and stub-downs shall be arranged in a neat and orderly manner and shall emerge at right angles to floors or ceilings.
- R. Make bends and offsets so the inside diameter is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.
- S. Use raceway fittings compatible with raceways and suitable for use and location. For intermediate steel conduit, use threaded rigid steel conduit fittings, unless otherwise indicated.
- T. Run concealed raceways, with a minimum of bends, in the shortest practical distance considering the type of building construction and obstructions, unless otherwise indicated.
- U. Install exposed raceways parallel to or at right angles to nearby surfaces or structural members, and follow the surface contours as much as practical.
- V. Run parallel or banked raceways together, on common supports where practical.
- W. Make bends in parallel or banked runs from same centerline to make bends parallel. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
- X. Join raceways with fittings designed and approved for the purpose and make joints tight.
 - 1. Make raceway terminations tight. Use bonding bushings or wedges at connections subject to vibration. Use bonding jumpers where joints cannot be made tight.
 - 2. Use insulating bushings to protect conductors.
- Y. Tighten set screws of threadless fittings with suitable tools.

- Z. Install pull wires in empty raceways. Use 14 AWG zinc-coated steel or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of the pull wire.
- AA. Stub-up Connections: Extend conduits through slab for connection to freestanding equipment. Install with an adjustable top or coupling threaded inside for plugs set flush with the finished floor. Extend conductors to equipment with rigid steel conduit; FMC may be used 6 inches (150 mm) above the floor. Install screwdriver-operated, threaded flush plugs flush with floor for future equipment connections.
- BB. Lubricants for pulling wires shall be approved for use with the types of wire and conduit installed.
- CC. Use conduit hubs or sealing lock nuts to fasten conduit to boxes in damp and wet locations.
- DD. Install no more than equivalent of three 90° bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2 inches (50 mm) in size.
- EE. Avoid moisture traps; provide junction box with drain fittings at low points in conduit system.
- FF. Die-cast fittings of pot metal will not be accepted.
- GG. Conduits shall be free of any burrs, foreign objects, and water prior to conduit installation.
- HH. Conduit placed against concrete or masonry above ground shall be fastened to the concrete or masonry with pipe straps or one screw clamp attached to the concrete by means of expansion screw anchors and screws. "Caddy Clip" type hangers or straps will be permitted only in non-exposed areas and restricted to 3/4" conduit.
- II. Rigid conduit or Electrical Metallic Tubing (EMT) shall not be strapped or fastened to equipment subject to vibration or mounted on shock-absorbing bases.
- JJ. Conduit shall be installed in such manner as to ensure against the collection of trapped condensation, and runs of conduit shall be without traps wherever possible. Drill 1/8" diameter weep holes where necessary.
- KK. Conduits run to and from cabinets shall be run neatly, in accurate manner and shall emerge from the floors and ceilings at right angles thereto.
- LL. Exposed conduit run on surface shall be supported according to Code and within three feet of each outlet, junction box, or cabinet, by galvanized malleable conduit clamps and clamp backs. Suspended conduits shall be supported every five feet by conduit hangers and round rods, or where two or more conduits are run parallel, by trapeze hangers suitably braced to prevent swaying.
- MM. Screws for all exposed work shall be stainless steel, unless otherwise noted.
- NN. Zinc coated galvanized steel screws may be used for interior dry locations only.

- OO. No running threads shall be cut or used.
- PP. Conduits which are installed at this time and left empty for future use and which are five feet or more in length, including all telephone and communication conduits shall have a non-ferrous, 600 lb. tensile strength drag line left in place for future use. All empty conduits including conduit stubs shall be tagged at all exposed ends with tags identifying the location of the end of the conduit.

3.4 INSTALLATION OF BOXES

- A. Provide grounding connections for raceway, boxes, and components as indicated and instructed by manufacturer. Tighten connectors and terminals, including screws and bolts, according to equipment manufacturer's published torque-tightening values for equipment connectors.
- B. Provide junction boxes, pull boxes, cable support boxes, and wireways as required for proper installation of the electrical work. Covers shall be accessible. Small junction boxes shall be similar to outlet boxes. Provide barriers (separators) where different system voltage wires share the same box.
- C. Pull boxes, cable support boxes, and large junction boxes for indoor use shall be made of Code gauge steel or no less than 12 gauge. Covers shall be held in place with zinc-coated galvanized steel screws. Paint interior and exterior surfaces with rust-inhibitive paint. (Pull boxes and covers shall be hot-dipped galvanized.)
- D. Boxes located outdoors and in damp or wet locations shall be cast metal or alloy, fitted with screw-fastened covers and gaskets, and with threaded conduit connections. Fasteners shall be stainless steel.
- E. Pull boxes shall be installed at all necessary points to facilitate pulling of wires and to prevent injury to the insulation or other damage that might result from pulling resistance or for other reasons necessary for proper installation. Pull box locations shall be approved by the Owner's representative prior to installation.
- F. Where boxes are used in connection with exposed conduit, plain covers attached to the box with a suitable number of countersunk flat head machine screws shall be used.
- G. Pull boxes with barriers shall have a single cover plate and the barriers shall be of the same gauge as the pull box.
- H. Exposed pull boxes will not be permitted in finished spaces.
- I. Location of pull boxes shall be coordinated with piping, ductwork, and other equipment so as to permit sufficient clearance for maintenance and access.
- J. Outlet boxes and covers shall be of proper Code size for the number of wires and/or conduits passing through or terminating therein, but in no case shall any box be less than 4" square.
- K. Outlet boxes for switches shall be of the gang type.

- L. Each circuit in each pullbox shall be marked with a tag guide denoting panels to which they connect.
- M. Outlet boxes shall be provided with suitable plaster rings and covers or plates.
- N. Unused knockout holes shall remain closed and those opened by error shall be closed with approved factory-made knock-out seals.
- O. Outlet boxes installed in plenum ceilings shall be in accordance with applicable codes.
- P. Outlet boxes shall be installed true and plumb so that the covers or plates will be level and at uniform elevations for the types of outlets contained.
- Q. Install junction and pull boxes to be accessible.
- R. Locations of junction and pull boxes requiring access panels shall be reviewed by the Owner's Representative.

3.5 INSTALLATION OF TERMINATIONS

- A. Where raceways are terminated with lock nuts and bushings, align the raceway to enter squarely, and install the lock nuts with dished part against the box. Where terminations cannot be made secure with one lock nut, use two lock nuts, one inside and one outside of the box.
- B. Where terminating in threaded hubs, screw the raceway or fitting tight into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align the raceway so the coupling is square to the box, and tighten the chase nipple so no threads are exposed.
- C. Open ends shall be capped with approved manufactured conduit seals as soon as installed and kept capped until ready to pull in conductors.
- D. Where conductors enter a raceway, cabinet, pull box, and junction box, the conductors shall be protected by an insulated bushing providing a smoothly rounded surface.
- E. Double lock nuts shall be used at termination of rigid conduit in knock-out openings.
- F. Ends of conduits shall be equipped with insulating bushings for 1" and smaller, and insulated metallic bushings for 1-1/4" and larger. Ends of conduit shall be temporarily capped prior to installation and during construction to exclude foreign material.

3.6 FLEXIBLE CONNECTIONS

- A. Provide Liquidtight Flexible Metal Conduit (LFMC), e.g. Sealtite, in short lengths (maximum 6 feet) for the final connection of exterior equipment, motors and equipment in damp or wet locations as defined in Division 26 Section "Common Work Results for Electrical".
- B. Grounding conductors with green colored insulation shall be extended through all flexible connections including fixture "whips", and fastened to terminals within the first junction boxes on either side of the flexible length.

- C. Flexible connections shall be sized per the Contract Drawings, or as required in accordance with Code; the more stringent requirement shall apply.

3.7 PAINTING AND FINISHES

- A. All exterior equipment and conduits shall be painted to match adjacent surface in color as selected by Owner, unless otherwise indicated by the Owner.
- B. All exposed conduit, boxes, equipment, etc. in finished spaces shall be painted. Colors shall be as selected by the Owner and conform to ANSI Standards.

3.8 PROTECTION

- A. Provide final protection and maintain conditions, in a manner acceptable to Manufacturer and Installer that ensure coatings, finishes, and cabinets are without damage or deterioration at the time of Substantial Completion.
- B. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
- C. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.
- D. Steel conduit: Conduit that shows corrosion within the guarantee period shall be replaced.

3.9 CLEANING

- A. On completion of installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish, including chips, scratches, and abrasions.
- B. After conduits and accessories have been installed, and concreting operations completed, conduit runs shall be satisfactorily cleared of obstructions and foreign matter. Defects which might damage cable upon installation shall be corrected. Where new conduits installed are connected to existing conduits the entire run to the nearest box or other termination point shall be cleaned.

END OF SECTION

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SECTION 260543
UNDERGROUND DUCTBANKS
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SECTION 260543 - UNDERGROUND DUCTBANKS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specifications apply to this Section.
- B. Sections of other Divisions in this Specification which relate to excavation and concrete construction.

1.2 SUMMARY

- A. This Section includes complete concrete ductbank construction and direct burial materials and methods for outside power and communications systems transmission and distribution.
- B. This Section specifies underground duct placement, materials, and installation procedures.

1.3 CONTRACTOR RESPONSIBILITIES

- A. All work described in this Section shall be performed and paid for under Division 26.
- B. Existing Subsurface Utilities: Existing subsurface facilities are shown on the plans to help the Contractor avoid damage to essential utilities which must remain in service. Take reasonable steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities. If the discovery of underground facilities not indicated on the plans or in a location different from what is indicated on the plans, protect such facilities, notify the Owner's representative immediately, and record actual conditions found onto the record drawings.
- C. Construction Staking:
 - 1. Provide the stakes and reference marks necessary for the construction of the improvements covered by this Contract.
 - 2. Control stakes which constitute reference points for all Construction work shall be conspicuously marked with red flagging tape. Provide responsibility to inform employees and Subcontractors of the stakes' importance, and the necessity for their preservation. The cost of replacing such controls, should it become necessary for any reason whatsoever, shall be furnished at no additional cost to the Owner.

1.4 QUALITY ASSURANCE

- A. Installer: Company specializing in cast-in-place concrete structures with a minimum of three years documented experience.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1, or an equivalent Certification program.

- B. **Materials:** All materials shall be new and the best of their respective kinds, free from all defects and as specified on the plans and the specifications or as accepted by the Project Engineer. Furnish materials or manufactured articles of the best grade in quality and workmanship obtainable on the market from firms of established good reputation, or if not ordinarily carried in stock, shall conform to the usual standards of first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in conformity and harmony with the intent to secure the best standard of Construction and equipment of the work as a whole or in part.
- C. **Manufacturer's Recommendations:** Whether specifically mentioned or not in these Specifications, all materials, equipment, devices, etc., shall be installed in a manner meeting the approval of the manufacturer of the particular item.
- D. **Codes and Standards:** Provide underground ductbanks conforming to the following:
1. National Electrical Manufacturers Association (NEMA) - Conform to the manufacturing standards of the following:
 - a. RNI: PVC Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
 - b. TC 2: Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80).
 - c. TC 3: PVC Fittings for Use with Rigid PVC Conduit and Tubing.
 - d. TC 6: PVC and BAS Plastic Utilities Duct for Underground Installation.
 - e. TC 7: Smooth-Wall Coilable Polyethylene Electrical Plastic Duct.
 - f. TC 8: Extra-Strength PVC Plastic Utilities duct for Underground Installation.
 - g. TC 9: Fittings for ABS and PVC Plastic Utilities Duct for Underground Installation.
 2. Underwriters Laboratories, Inc. (UL): Conform to the following:
 - a. 6: Rigid Metal Conduit.
 - b. 651: Schedule 40 and 80 Rigid PVC Conduit.
 - c. 651A: Type EB and A Rigid PVC Conduit and HDPE Conduit.
 3. American Concrete Institute (ACI):
 - a. 318: Building Code Requirements for Reinforced Concrete.
 4. American Society for Testing & Materials (ASTM)
 - a. F512: Smooth-Wall PVC Conduit & Fittings for Underground Installation.
- E. **Certification:** Manufacturer shall be a company specializing in ductbank structures with a minimum five years documented experience.

1.5 SUBMITTALS

- A. Submit shop drawings and product data for all conduit, duct, ductbank materials, accessories, and miscellaneous components. Submit product data for each type of manufactured material and product indicated.
- B. Indicate material specifications, dimensions, capacities, and reinforcing details. Submit concrete product data, concrete mix design, and certified mill test reports for steel bars.
- C. Submit coordination shop drawings of ductbank and underground cable installations including profiles and elevations of all utility crossings. Proposed deviations from details on the Drawings shall be clearly marked on all Submittals.
- D. Record Documents: Show dimensional locations of underground ducts, and handholes.

1.6 SITE CONDITIONS

- A. General: Clearing work shall not begin until temporary fences, barricades, warning signs and other pedestrian control devices are installed.
- B. Traffic Access:
 - 1. Conduct operations and schedule cleanup in a manner which causes the least possible obstruction and inconvenience to adjacent property owners, pedestrians and vehicular traffic. Furnish, erect, construct and maintain such temporary fences, barriers, lights, reflectors, cones, signs, ramps, etc., that may be necessary to adequately provide separation and warn the public of work in progress and of any existing dangerous conditions. This requirement shall apply continuously and shall not be limited to normal working hours.
 - 2. Provide responsibility for coordinating and obtaining approvals of the location for temporary barricades and/or detours of traffic from the Owner.
 - 3. If peripheral fencing is used, it shall be provided with reflectors, flashers, signs, dangles, or barricades as the fence is being built.
 - 4. Maintain continued access to parking areas, roads, abutting properties, and other facilities which the construction will cross.
 - 5. If traffic is reduced to one way, provide a flag person. A minimum of one lane shall be maintained open to traffic at all times.
 - 6. When entering or leaving road ways carrying public traffic, the equipment whether empty or loaded, shall in all cases yield to public traffic.
 - 7. Supply and maintain cone placements at his sole additional expense.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering the specified products that may be incorporated in the work, include, but are not limited to, the following:

1. Conduit and Fittings:
 - a. Carlon Electrical Products.
 - b. George-Ingraham Corporation.
 - c. Condux International.
2. Ductbank Accessories:
 - a. Carlon.
 - b. Osburn Associates.
 - c. Underground Devices, Inc.
 - d. OZ/Gedney

2.2 UNDERGROUND DUCTBANKS

- A. General: Underground ductbanks to be arrangements of single bore, PVC plastic conduits concrete encased. The number and size of conduits to be as indicated. Turn up connections through slabs or floors shall be rigid metal.

- B. Material:

1. Conduit and Fittings:
 - a. Type II, heavy wall Schedule 40 PVC plastic, sunlight UV-resistant, in accordance with the requirements of NEMA publications TC-2 and TC-3 (fittings).
 - b. Rigid galvanized heavy wall steel conduit (UL 6) with threaded couplings.
 - c. Rigid Metal Conduit, PVC Coated, UL 6, galvanized steel, threaded type, coated with a polyvinyl chloride (PVC) sheath bonded to the galvanized exterior surface, nominal 40 mils thick, conforming to NEMA RN 1, Type A40.
 - d. Conduit and fittings shall have a temperature rating at least equal to the operating temperature of the cable which it contains, minimum 90 degrees C. Conduit and fittings shall be free from all substances that injuriously affect any wire or cable insulation.
 - e. The Manufacturer shall certify that the plastic is 100 percent virgin material and the finished product meets the specifications. All PVC conduit and fittings shall have solvent-weld connections and shall provide a water-tight joint.
2. Concrete: Comply with ACI 318 -- 3,000 PSI strength in 28 days.
 - a. Cement: Portland Blast-Furnace Slag Cement, Type IS or equal meeting ASTM C593M Specifications and the requirements of ACI 318 and 301.
 - b. Fine Aggregate: Concrete sand meeting requirements of ASTM C33.

- c. Course Aggregate: ASTM #57 crushed limestone, meeting requirements of ASTM C33.
 - d. Air Entraining Admix: Complies with ASTM C260 Standard Specifications for Air Entraining Admixtures for Concrete.
 - e. Water: Complies with ASTM C94 Standard Specifications for Ready-mixed Concrete.
 - 3. Use pea gravel aggregate for void-free duct penetration.
 - 4. Reinforcing: Deformed conforming to ASTM A615 - Grade 40, minimum 3/4". Provide coated rebar where exposed to earth, such as on ductbank stubouts. Bars shall be free of loose scale, rust, or other coatings that will reduce bond.
 - 5. Spacers: Manufactured precast plastic assembly, base spacer, top spacers and intermediate spacers, to maintain 4-inches between conduits and completely enclosed and locked conduit assembly. Set on masonry leveling blocks.
 - 6. Joint Sealant: Watertight as recommended by conduit manufacturer.
 - 7. Cable Sealing Bushings: OZ type CSB, with PVC coated discs, or equal.
 - 8. Thruwall and Floor Seals: OZ type FSK or WSK, or equal.
 - 9. Expansion Joints: Expansion joints shall be *Dylite*, as manufactured by Copper, Scorogord, or Dow Chemical and shall conform to ASTM D-1752, Type II.
 - 10. Construction Joints: Construction joints shall be formed using *Jahn* Screed Joint materials as manufactured by Superior Concrete Accessories, Inc.
- C. Conduit:
- 1. Size as indicated on the Drawings. If conduit sizes are not indicated on the Drawings, then the conduits shall be sized as follows:
 - a. Four inches nominal for 600 volts or lower and for Communication
 - b. Five inches nominal for voltages above 600 volts.
- D. Elbows: rigid heavy wall galvanized steel with a minimum bend radius of 36 inches (915 mm).
- E. Conduit Termination in Utility Holes and Buildings
- 1. End Bells: Manufactured end bells of appropriate sizes at each end of conduit. When entering a new building or a new manhole, the end bells for PVC shall be a pre-manufactured system (as manufactured by Formex, or equal) with conduit seals, provision for roughing into the concrete, and water stops.
 - 2. Bushings: Pre-manufactured groundable steel bushings of appropriate sizes where bell ends are not used. Steel bushings shall be used on all metal conduit. When entering a new building, or a new manhole, the bell ends for PVC shall be a pre-

manufactured system (System as manufactured by Formex or equal) with conduit seals, provisions for roughing into the concrete pour and water stops.

3. Seals: When entering, below grade, an existing building or manhole, the concrete shall be core-drilled for the appropriate size conduit and seal. The seal shall be a mechanical interlocking assembly seal of modular synthetic rubber links properly sized to fit the pipe and tightened in place, in accordance with the manufacturer's instruction.
 4. Fire Stopping/Sealant: All cable filled conduits shall be sealed with 3M Fire Barrier 2001 Silicone RTV Foam Conduit Sealant manufactured by 3M Fire Protection Products, or approved equal.
- F. Plugs: Closure plugs or caps of the same material as the conduit at the ends of the unused sections at manholes, and at building entrance openings.
- G. Pull wire: Provide a polypropylene, twisted yellow, rot and mildew-resistant 3/8" minimum pull rope (2400 lbs. tensile strength) in each empty duct.
- H. Grounding: Rigid steel conduit with end bells shall be provided with an Appleton Catalog No. XJB Series or equal ground bushing with bonding strap. Connect bonding strap to ground wire in electrical equipment, e.g. transfer switches and generators.
- I. Drainage Assembly: All ducts shall drain to an open end away from the building or electrical equipment. Ducts shall drain towards handholes wherever possible.

2.3 ACCESSORIES

- A. Duct Supports: Rigid PVC spacers selected to provide minimum duct spacings and concrete cover depths indicated, while supporting ducts during concreting. Spacers shall be interlocked horizontally only. Provide nylon tie-downs to hold ducts to spacers. Concrete blocks are prohibited for duct spacers.
- B. End Bells: Flared, smooth-surfaced fittings of same material as conduit; if of different material, including adapter for connection to conduit.
- C. Underground Line Warning Tapes:
1. Refer to Division 26 Section, "Electrical Identification" for product requirements.
 2. Bury underground line warning tape 12-inches below grade above every ductbank and buried conduit.

2.4 TEST PITS

- A. Provide test pits to locate all utilities and structures. Provide test pits as necessary to determine actual locations and profiles of obstructions to proposed new work.
- B. Verify existing utilities, locations, and inverts and points of connection.

2.5 BUILDING ENTRY BOXES

A. General:

1. Building entry boxes shall be eighteen (18) gauge galvanized steel, waterproof boxes with gasketed screw-down covers as detailed on the drawings; Hoffman, or approved equal.
2. Provide galvanized or cadmium-plated nails, screws, clips, or other means of securely anchoring boxes to buildings or other structures as required for a complete installation. Adequate provisions shall be taken to prevent dielectric action between dissimilar metals.

2.6 PAINTING

A. General: All building entry boxes and exposed conduit shall be primed and painted to match existing building exteriors.

1. First coat: Zinc Duct - Zinc oxide primer house and trim paint.
2. Second Coat: Type and color to match existing building walls and/or trim where applicable.

PART 3 EXECUTION

3.1 LOCATION AND LAYOUT

- A. Indicated plans and profiles: Approximate, based on field information and available as-built plans.
- B. Actual locations and profiles: Based on test pits to locate all shown utilities and structures. Test pits at beginning, center, end, and at all ductbank bends and utility crossings.
- C. Plan and profile adjustments: All provided at no additional cost to Owner, subject to approval.
- D. Examine site to receive underground ductbanks for compliance with installation tolerances and other conditions affecting performance of the underground ductbanks. Do not proceed with installation until unsatisfactory conditions have been corrected.
- E. Connection to existing duct banks: Contractor to verify location and inverts of existing duct banks, at points of connection.

3.2 INSTALLATION

- A. In accordance with NEMA publication TC-2 and manufacturer's recommendations.
- B. Top of envelope below grade: Minimum as indicated on the Drawings.

- C. Concrete envelope: 3 inches minimum beyond surface of any conduit, minimum 2 inches between conduits. Top of ductbank shall be crowned to prevent puddling of water.
- D. Seal and Thru Wall Fittings: At entrances to buildings for watertight construction.
- E. Sweeps and bends: Minimum 25 foot radius unless otherwise approved to accomplish changes in direction of runs either horizontally or vertically. Double offsets: Minimum 100 foot radius. Sweep bends may be made up of one or more curved or straight sections or combinations thereof. Manufactured bends shall have a minimum radius of 36 inches.
- F. Mandrel conduits: Mandrel 12 inch long, 1/4 inch less than conduit I.D. Draw a testing mandrel through each duct.
- G. Clean conduits: After mandrel, with stiff brush, leave no particles or debris. Immediately install end plugs after cleaning.
- H. Pull Line: Provide 100-pound-tested nylon pull line in all conduits, including spares. Provide 3 feet of slack at each end of conduit and tag.
- I. Stagger vertical conduit joints: Minimum 6 inches. All joints shall have couplings installed.
- J. Reinforcing steel: Provide reinforcing steel the entire length of the duct system. Provide four #4 bars, one in each corner minimum, overlap the joints 12-inches, and tie them into the respective utility, vaults, and buildings, etc. Rebar shall not be installed less than 2-inches from sides of any duct.

3.3 EXCAVATION, BACKFILLING, COMPACTING AND SITE PREPARATION

- A. Provide all excavating and backfilling and site preparation necessary to install underground ductbanks, cables, etc., included in this section of the work. Excavation and backfill shall be performed in accordance with the requirements of Division 26 Section, "Common Work Results for Electrical".
- B. The bottom of the trench shall be undisturbed earth. If the trench bottom is too low for proper grade, fill to the proper level with sand and mechanically compact it. Cut trenches neatly and uniformly.
- C. Each excavated section between utility holes and from utility holes to the building shall be completely excavated and graded before any duct is laid in that section.
- D. Provide underground line warning tape 12-inches below finished grade over all ductbanks. Refer to Division 26 Section "*Electrical Identification*" for product requirements.
- E. After excavation of the trench, stakes shall be driven in the bottom of the trench at four-foot intervals to establish the grade and route of the duct bank.
- F. Avoid pitching ducts towards buildings wherever possible.

- G. The walls of the trench may be used to form the side walls of the duct bank provided that the soil is self-supporting and that concrete envelope can be poured without soil inclusions. Forms are required where the soil is not self-supporting.
- H. After the concrete-encased duct has sufficiently cured, the trench shall be backfilled to grade with earth.
- I. Restore surface features at areas disturbed by excavation, and reestablish original grades except as otherwise indicated. Replace removed sod as soon as possible after backfilling is completed. Restore all areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, or mulching.
- J. Restore disturbed paving.
- K. Remove pavements, sidewalks, curbs, and gutters where necessitated by construction of ducts.
- L. On completion of distribution systems construction, replace pavements, sidewalks, curbs and gutters.
- M. Surplus earth from the trenches, after compacting, shall be removed and disposed of.

3.4 CUTTING AND PATCHING

- A. Provide all cutting and patching necessary for the installation of the electrical work. Any damage done to the work already in place by reason of this work shall be repaired expense by a qualified mechanic experienced in such work. Patching shall be uniform in appearance and shall match with the surrounding surface.
- B. Existing Obstructions: Where drawings indicate that underground conduits are to cross under existing roadways, walks or other similar paved areas, steel conduits shall be driven under such areas in lieu of installing the conduits in trenches as specified above. After installation of conduit by either method, all existing paved or grass areas which have been disturbed in any way shall be restored to their original conditions.
- C. Connections to Existing Ducts: Where connections to existing duct banks are indicated, excavate the banks to the maximum depth necessary. Cut off the banks and remove loose concrete from the conduits before the new utility hole is installed.
- D. Work with extreme care near existing ducts, conduits, cables, and other utilities to avoid damaging them.

3.5 PLACEMENT OF CONDUIT

- A. Within five (5) feet of each existing building wall or utility hole penetration, install heavy wall galvanized steel conduit within the concrete envelope to provide protection against vertical shearing.
- B. Install spacers as recommended by the conduit manufacturer and requirements stated above, but not to exceed a maximum of four feet on center for PVC conduit and eight feet on center

for steel conduit. Bottom spacers shall rest on 8-inch x 16-inch x 2-inch minimum concrete pads to prevent them from sinking into the ground and reducing the bottom concrete cover. Stagger conduit joints in concrete encasement 6 inches minimum horizontally.

1. Spacer assembly shall consist of base spacers, intermediate spacers, and top spacers to provide a completely enclosed and locked conduit assembly.
 2. Before placing concrete, anchor duct bank assemblies to prevent the assemblies from floating during concrete placement. Anchoring shall be done by driving reinforcing rods adjacent to every other duct spacer assembly and attaching the rod to the spacer assembly.
 3. Set on masonry leveling blocks prior to pour.
- C. Pitch conduit properly for drainage to handholes and to prevent low pockets or irregular dips between conduit ends. Minimum pitch to be 4 inches per 100 feet.
- D. Provide accurate locations of conduit in utility hole.
- E. Depending on encasement necessary for duct formation, place conduits on spacers. The minimum encasement thickness 1-1/2-inches on all sides.
- F. Lay conduits using spacers to provide tier spacing.
- G. Make tight conduit joints by complying with recommendations of conduit manufacturer, using coupling jointing compound or PVC primer and solvent cement. All joints in conduits and fittings shall be made up tight and shall be watertight. All threaded portions of steel conduits that are not to be encased in concrete and adjoining ends of conduits, couplings and fittings, shall be heavily coated with asphaltum after installation. All connections between conduits of different types shall be made in an approved manner, using adapters of other materials and methods recommended for the purpose by the conduit manufacturers.
- H. Provide not more than one 90-degree bend or equivalent between pull points for primary conduit and two 90-degree bends or equivalent for signal conduit.
- I. Provide insulated, grounding bushings on duct ends in equipment enclosure.
- J. Plug or cap empty conduits. Provide standard manufactured plugs.
- K. Seal all spare ducts and conduits, at both ends with foam duct sealant to prevent the entrance of moisture and gases. Refer to Division 26 Section "*Common Work Results for Electrical*" for product requirements.
- L. After ducts are in place and before the concrete is poured, the installation shall be inspected by the Engineer. Notify the Engineer at least two days before the time of inspection.
- M. Clear conduit by rod and pull an approved test mandrel from structure to structure or from structure to the conduit termination.

- N. Leave nylon or polyester pull line in each conduit, tagged to identify the conduit's point of origin, contents and final destination.
- O. Conduit Couplings: Conduit couplings shall be staggered so that couplings on adjacent conduits will not lie in the same transverse plane. End bells shall be spaced approximately 9 inches center to center at face of manhole wall for 4-inch conduits and proportionately spaced for other sizes. The change from regular conduit spacing to end bell spacing shall start 10 feet from the face of the manhole wall and shall be made in such a way that the slope of any conduit will not be less than that of the main bank and no trap will be formed. New conduit entrances into existing manholes and building walls shall enter at the most desirable locations consistent with grading requirements and existing entrance and shall be waterproofed in a satisfactory manner.
- P. Bends: Conduit generally shall be straight between manholes or upturned elbows. Where bends are unavoidable in non-metallic conduits, they may be made by assembling couplings at a slight angle, provided the watertight seals are not broken and the resulting radius is not less than 100 feet. For radii less than 100 feet, 5-degree angle couplings or 5-degree factory-made bend sections shall be used.
- Q. Install top of duct bank minimum 30 inches below finished grade.
- R. Multiple conduit: Install multiple conduit as follows:
 - 1. Multiple conduit runs, direct burial or in duct bank, shall be supported on preformed, non-metallic separators. Spacing between exterior surfaces of conduits generally shall be not less than the following:
 - a. Two (2) inches between conduits containing cables operating at not over 600 volts.
 - b. Spacing between separators shall be close enough to prevent sagging of conduits and breaking of couplings and watertight seals. Separators shall also be spaced to keep deformation of conduit at the separators to 0.10-inch or less. Separators shall be secured with cords where necessary and no tie wires, reinforcing rods or other metallic materials shall be placed around the conduits, either individually or in groups, in such a manner as to form a magnetic loop.
 - 2. Multiple conduit runs shall be arranged substantially as shown on the drawings, but minor changes in location or cross sectional arrangement shall be made as necessary to avoid obstructions. Where conduit runs cannot be installed substantially as shown because of conditions not discoverable prior to digging of trenches, the condition shall be referred for instructions before further work is done. All underground conduit work shall be coordinated with other outside service work. Existing outside services shall be maintained in operation unless directed otherwise.

3.6 CONCRETE WORK

- A. Unless otherwise indicated, all concrete work for electrical ductbanks, etc., shall be provided under this section of the work. All concrete shall be minimum 3,000 psi compressive strength

at 28 days. Concrete for ductbanks shall be Class B, 470 lb. of Portland cement per cubic yard.

- B. Supervise the placement of concrete in the ductbank.
- C. Complete entire section of conduit before encasement by concrete. The entire conduit system shall be tied together with wire and anchored to the bottom of the trench to prevent any movement or floating while pouring concrete.
- D. Place concrete as specified in Section. Top of concrete envelopes shall be not less than 24 inches below grade.
- E. Provide minimum of 3-inches (76mm) of concrete cover over conduit at the top, bottom, and sides of the duct bank. Provide crowned top on the concrete to prevent water accumulation. At poured manholes, tie duct and manhole reinforcing steel together to provide a permanent connection.
- F. Place concrete continuously without interruption.
- G. Extend concrete envelope to finish pad grade at equipment. Maintain moisture seal.
- H. Conduits in completed ductbanks shall be straight to within 1/4 inch per 100 feet in both vertical and horizontal directions.
- I. Pull solid mandrels and swabs (diameter 1/4 inch smaller than conduit) through each conduit in completed ductbank before installing cables.
 - 1. Concreting: Spade concrete carefully during pours to prevent voids under and between conduits and at exterior surface of envelope. Do not use power-driven agitating equipment unless specifically designed for duct bank application. Pour each run of envelope between manholes or other terminations in one continuous operation. When more than one pour is necessary, terminate each pour in a vertical plane and install 3/4-inch (18mm) reinforcing rod dowels extending 18 inches (450 mm) into the concrete on both sides of joint near the corners of the envelope.
 - 2. Forms: Use the walls of the trench to form the side walls of the duct bank where the soil is self-supporting and concrete envelope can be poured without soil inclusions. Otherwise, use forms.
 - 3. Minimum Clearances Between Ducts: Three inches between ducts and exterior envelope wall, 2 inches between ducts. Provide plastic spacers to maintain clearances.
 - 4. Depth: Except as otherwise indicated, install top of duct bank at least 30 inches (750 mm) below finished grade.
- J. Extensive Disturbed Earth: Where an envelope is installed over an extensive area of disturbed earth, such as that within the periphery of the building, a separate 3,000 psi concrete base, satisfactory, shall be provided to ensure stability of the conduits during installation. The base shall be allowed to set before the conduit bank is installed.

- K. Obstructions Below Grade: Where an envelope is installed over disturbed earth, across other conduits or pipe lines or under roads or driveways, it shall be reinforced. Reinforcement shall also be provided where envelopes connect to manhole and building walls, to prevent shearing of the joints. Where envelopes are terminated for future extension, dowels shall be provided as specified above for joints between pours. Reinforcement, generally, shall consist of 3/4-inch rods located in a single layer 1-1/2 inches above the bottom of the envelope. Outside rods shall be located 1-1/2 inches in from the outside edges of the envelopes and an intermediate rod shall be placed in the center of each space between conduits in the lowest row. Provide No. 4 steel reinforcing bars in top of envelope under paved areas. Additional reinforcement shall be furnished as directed following an inspection of the trench.
- L. Stub-Ups: Use rigid steel conduit for stub-ups to equipment. For equipment mounted on outdoor concrete pads, extend steel conduit a minimum of 5 feet (1.5m) from the edge of the pad and 5 feet outside of the building foundation. Install insulated grounding bushings on the terminations. Couple steel conduits to the ducts with adapters designed for the purpose and then encase coupling with 3 inches (75 mm) of concrete. Provide insulated grounding bushings on the terminations.
- M. Above-Grade Conduit:
1. All exposed conduit rising more than one foot (1') above the adjacent grade shall be rigid steel conduit, full weight, pipe size, finished inside and outside by a hot-dipped galvanized method. Conduit shall have threaded-type couplings and fittings with insulated end bushing. Rigid steel conduit shall extend a minimum of eighteen inches (18-inches) below grade before transition to PVC conduit.
 2. Provide galvanized or cadmium-plated nails, screws, clips, or other means of securely anchoring conduit to buildings or other structures as required for a complete installation. Adequate provisions shall be taken to prevent dielectric action between dissimilar metals.
- N. Sealing: Provide temporary closure at terminations of ducts that are wired under this project. Seal spare ducts at terminations. Use foam duct sealant as specified in Division 26 Section, "Common Work Results for Electrical".
- O. Mandrelling: After concrete envelopes have set, all conduits shall be mandrelled to ensure smooth interior surfaces free from burrs or obstructions that might damage the conductor insulation or sheaths.

3.7 CONDUIT AND DUCT INSTALLATION

- A. Install nonmetallic conduit and duct as indicated according to Manufacturer's written instructions.
- B. Slope: Pitch ducts a minimum of 4 inches per 100 feet (1:300) to drain toward manholes and handholes and away from buildings and equipment. Slope ducts from a high point in runs between two (2) manholes to drain in both directions. Trenches shall be evenly graded so that conduits will have a uniform rate of fall of not less than 3 inches per 100 feet and will be free from either horizontal or vertical waves. Unless otherwise specified, each conduit shall slope

uniformly from one manhole to the next or from a high point between manholes. Low points between manholes or between upturned elbows, shall be avoided wherever possible. Where it is not possible to avoid a trap or low point in a conduit which has no concrete envelope, provide a 1/2-inch hole drilled in the bottom of the conduit at the low point and a crushed stone sump of suitable volume below the conduit. If possible, install the sump above the high water table elevation for the particular location. Otherwise, provide special means to prevent the accumulation of water within the conduit.

- C. Curves and Bends: Use manufactured elbows for stub-ups at equipment and at building entrances. Use manufactured long sweep bends with a minimum radius of 50 feet (15 m) both horizontally and vertically at other locations.
- D. Make joints in ducts and fittings watertight according to manufacturer's instructions. Stagger couplings so those of adjacent ducts do not lie in the same plane.
- E. Installation of warning tapes: After placing a minimum of 12 –inches or a maximum of 18 inches of backfill over the ducts, place the appropriate warning tapes above and parallel to the centerline of the duct for the entire length of the duct trench.
- F. Provide pull rope and measuring tape at the time a mandrel is pulled through each conduit. Record the wall-to-wall measurements and the size of mandrel used at this time. Provide this documentation to the Project Engineer on the following working day. After acceptance of these documents, the Contractor shall remove the measuring tape, leaving only the pull rope in the conduits.
- G. All work and materials covered by these Specifications shall be subject to inspection at times by the Owner's designated representative. Any work concealed before it has been inspected by the Owner's designated representative shall be re-opened or uncovered and any required modification made to that portion of the work. All trenches shall be opened from manhole to manhole or manhole to building prior to laying conduit in that trench. Exceptions (such as street crossings) will be approved prior to excavation on a case-by-case basis by the Owner at a regular project meeting. These sites shall be inspected by the Owner's representative during excavation, installation, backfill, restoration, and cleanup.
- H. Separation distance from other buried utilities 18 inches minimum.

3.8 REUSE OF EXISTING DUCTBANKS

- A. Where new cables are to be installed in existing ductbanks and conduit , mandrel and brush clean each duct prior to installation of new cable. Mandrel and brush procedures shall be as specified for new conduit and ductbanks. If any duct is found to be collapsed, or deformed, it shall be brought to the attention of the Engineer immediately.

3.9 RECORD DOCUMENTS

- A. Provide record set data of the actual elevation of the top of each end of each raceway or ductbank at the midpoint, at no more than 100 foot intervals, where changes in elevation are less than 2 feet between data points, or 10 foot intervals when the elevation between intervals is different by 2 feet or more between data points.

- B. Provide record drawings indicating actual locations of all installed ductbanks and handholes including elevations. The record drawing shall indicate location, elevation, and type of service for all utilities crossed by new ductbank.
- C. Cable Records: The Contractor shall provide a complete listing of all cables installed in each conduit and ductbank, along with all cable splice locations.

3.10 FIELD QUALITY CONTROL

- A. Field inspection and testing shall be performed under provisions of Division 26 Section "Common Work Results for Electrical" in the presence of the Engineer.
- B. Backfilling shall not be done until the concrete has cured for at least three calendar days.
- C. Exposed surfaces of concrete shall be kept wet (damp) throughout the curing period.
- D. Upon completion of the duct bank installation, a standard flexible mandrel shall be pulled through each duct to loosen particles of earth, sand, or foreign material left in the line. The mandrel shall be not less than 12 inches long, and shall have a diameter 1/4-inch less than the inside diameter of the duct. A brush with stiff bristles shall then be pulled through each duct to remove the loosened particles. The diameter of the brush shall be the same as, or slightly larger than, the diameter of the duct.
- E. Seal the ducts and conduits at building entrances, and at outdoor terminations for equipment, with a suitable non-hardening compound to prevent the entrance of moisture and gases.

END OF SECTION

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SECTION 260545
UTILITY HOLES
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SECTION 260545 – UTILITY HOLES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SCOPE

- A. Prefabricated and cast-in-place utility holes, refurbishing existing utility holes and utility hole accessories.
- B. Complete construction and outfitting of all new handholes, and in-ground pull boxes.
- C. Provide all labor, materials, equipment, and services necessary to provide handholes as indicated.
- D. The Contractor shall be responsible for the structural integrity of each utility hole as installed including its associated components such as: bearing capacity of the coil or fill supporting it, cover utility hole and openings through utility hole surfaces.

1.3 RELATED WORK

- A. Related Sections include the following:
 - 1. Division 26 Section “Common Work Results” for excavation and backfill requirements.
 - 2. Division 26 Section “Conductors and Cables” for conductors installed in raceways and boxes and conductor terminations.
 - 3. Division 26 Section “Underground Ductbanks” for direct-buried conduits and underground ductbanks terminating at utility holes.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Firm experienced in manufacturing underground precast concrete or cast-in-place utility structures of types and sizes required and similar to those indicated for this Project. Firm must have a minimum of a 3-year record of successful in-service performance.
- B. Comply with NFPA 70: *National Electrical Code* and ANSI C2 *National Electrical Safety Code* for components and installation.
- C. Listing and Labeling: Provide products specified in this Section that are listed and labeled.
 - 1. The Terms *Listed* and *Labeled*: As defined in the *National Electrical Code*, Article 100.

2. Listing and Labeling Agency Qualifications; *A Nationally Recognized Testing Laboratory* (NRTL) as defined in OSHA Regulation 1910.7.
- D. Coordinate layout and installation of conduits and handholes with final arrangement of other utilities as determined in the field.
- E. Coordinate elevations of conduit and ductbank entrances into handholes with final profiles of conduits as determined by coordination with other utilities and underground obstructions. Revise locations and elevations from those indicated as required to suit field conditions and ensure duct runs drain to handholes, and as approved by the Engineer.
- F. The following Codes, Regulations, Reference Standards and Specifications apply to work included in this Section:
 1. Codes and regulations of the jurisdictional authorities.
 2. Codes and Standards, Section 01060:
 - a. AASHTO Standards: M199 - Precast Reinforced Concrete Utility Hole.
 - b. ANSI: C80.1.
 - c. ASTM: A36, A48, A153, A386, A615, C33, F512.
 - d. Federal Specifications:
 - 1) TT-P-0035.
 - 2) RR-F-621E Frames, Covers, Gratings, Steps, Sumps, and Catch Basin Utility Hole.
 - 3) SS-S-210A, Sealing Compound, Pre-formed Plastic for Expansion Joints and Pipe Joints.
 - e. National Electrical Code, NFPA-70.
 - f. American Concrete Institute (ACI):
 - 1) 318 - Building Code Requirements for Reinforced Concrete.

1.5 SUBMITTALS

- A. Submit shop drawings and product data under provisions of General Conditions of the Contract and Division 26.
- B. Indicate material specifications, dimensions, capacities, size and location of openings, reinforcing details, and accessory locations.
- C. Provide product data for handholes, and accessories.
- D. Submit details on 8-1/2-inches x 11-inches sheets showing cross-section of each wall with size of conduits and identify cabling at new and existing structures.
- E. Submit Site Shop Drawings indicating the proposed locations of all handholes. Proposed deviations from the Details and Drawings shall be clearly marked on the Submittals. Shop

Drawings shall indicate duct profiles and coordination with other utilities and underground structures. Include plans and sections drawn to accurate scale.

- F. Submit manufacturer's installation instructions under provisions of General Conditions of the Contract.
- G. Shop drawings showing details and design calculations for precast handholes, including reinforcing steel and required load-bearing capacity.
- H. Inspection report for factory inspections, according to ASTM C 1037.
- I. Field test reports indicating and interpreting test results relative to compliance with performance requirements of *Field Quality Control* Article in Part 3 of this Section.
- J. Submit Shop Drawings, including the following:
 - 1. Drawings for each size and configuration of precast handhole with details of accessories and joints.
 - 2. Drawings depicting size, shape, configuration and identification of all covers and their legends.

1.6 PROJECT RECORD DOCUMENTS

- A. Submit under provisions Division 26 Section, "Common Work Results for Electrical".
- B. Accurately record actual locations and depths of each handhole. Indicate location, elevations, type of service, quantity and depth of all ductbank connections.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to site under provisions of Division 26 Section, "Common Work Results for Electrical".
- B. Accept products on site. Inspect for damage.
- C. Deliver ducts to site with ends capped. Store nonmetallic ducts with supports to prevent bending, warping, and deforming.
- D. Store precast concrete units at site as recommended by manufacturer to prevent physical damage. Arrange so identification markings are visible.
- E. Lift and support precast concrete units only at designated lifting or supporting points.

1.8 COORDINATION

- A. Obtain all available information on underground utilities before starting excavation. If underground utilities interfere with shown location of handholes, bring this to the attention of the Engineer as soon as possible. The utility hole shall be revised or relocated only with the approval of the Engineer.

- B. Coordinate exact location of each handhole centerline based on local grade, new and existing utilities, and other items which may affect placement.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering the specified products that may be incorporated in the work include, but are not limited to, the following:

- 1. Precast Polymer Handholes and Pullboxes:

- a. Hubbell Quazite
 - b. Jensen Precast

2.2 PRECAST POLYMER HANDHOLES AND PULL BOXES

- A. Description: Precast polymer concrete enclosures for use as hand holes, pull boxes, splice boxes or equipment enclosures for underground utility services.

- B. Construction:

- 1. Polymer concrete shall be made from selectively-graded aggregates in combination with a polymer resin, and shall be reinforced with fiberglass for exceptional strength and rigidity.
 - 2. Covers shall be heavy-duty type with gasket to reduce incoming fluids into the enclosure. Covers shall be secured to enclosures with stainless steel bolts.

- C. Dimensions:

- 1. Enclosures shall be sized as indicated on the Contract Drawings, unless otherwise noted or required by the National Electrical Code based on size and layout of conduits terminated at the same.
 - 2. Provide enclosures where required for long underground conduit runs, in addition to enclosures indicated on the Contract Drawings.
 - 3. Enclosures shall be no less than 12-inches x 18-inches x 24-inches deep.

- D. Covers:

- 1. Heavy-duty type with non-skid surface, same design load (Tier level) rating as respective enclosures.
 - 2. Tier level ratings shall be embossed on the surface of all covers.

3. Gasket to reduce incoming fluids into the enclosure, secured to enclosures with stainless steel bolts.
4. Factory embossed with lettering (minimum 1/2" high text) to identify system served by enclosure, as follows:
 - a. Power, 600V or Less: Electric
- E. Installation: Enclosures shall sit flush with finished grade elevation. Provide a minimum of 6-inch layer of compacted gravel for drainage, with filter cloth between handhole and gravel layer.
- F. Quality Assurance:
 1. Enclosures and covers shall conform to all test provisions of the most current ANSI/SCTE 77 "Specification for Underground Enclosure Integrity" for Tier 15 (minimum) applications and shall be UL listed. Refer to Contract Drawings for Tier Ratings of individual handholes.
 2. Independent third party verification or test reports stamped by a registered Professional Engineer certifying that all test provisions of this specification have been met shall be included with product submittal.
- G. Basis of Design: Quazite PG style enclosures, as manufactured by Hubbell.

PART 3 EXECUTION

3.1 EXCAVATION

- A. Provide responsibility for all demolition, excavation and backfilling required to install hand holes.
- B. After completion of utility hole installation, return all ground and pavement surfaces to original condition or to condition as indicated on the drawings. This includes all sidewalks, curbs, parking areas, lawns, etc.

3.2 INSTALLATION – HANDHOLES AND PULLBOXES

- A. Install and seal precast sections in accordance with manufacturer's instructions.
- B. Use gasketed precast neck and shaft sections to bring utility hole entrance to proper elevation.
- C. Install utility holes plumb.
- D. Set the top of each utility hole to finished grade elevation.
- E. Provide where indicated and where required for long underground wire runs. Larger dimensions may be required per NEC for cables involved.

- F. Handholes shall be set level and adjusted for the final grade. Conduit penetrations shall be sealed with grout or waterproof sealant. All conduit ends shall have nylon or plastic bushings to prevent damage to insulation when pulling.
- G. All wiring within handholes, whether spliced or not, shall be identified with permanently indented or engraved tags as to circuit origination, circuit #, and load served.

3.3 GRADE ADJUSTMENTS TO SURFACE STRUCTURES

A. Frames and Covers:

- 1. Frames and covers of all handholes shall be adjusted to proposed finish grade. Grade rings shall be supplied and installed as required.
- 2. Frames of new or adjusted surface structures shall be supported by concrete with minimum dimensions as follows: Sixty inches wide by ten inches deep (60-inches W x 10-inches D).

B. Structures Within Paved Areas:

- 1. A structure located in an area resurfaced with asphalt concrete shall not be constructed to final grade until the adjacent pavement or surfacing has been compacted.
- 2. Provide responsibility for referencing structures prior to paving and locating them after paving operations are complete.
- 3. After asphalt concrete resurfacing is complete, the asphalt shall be cut out six inches (6-inch) wider than the frames of all surface structures. Each frame shall then be raised to finished grade and supported by concrete as noted above. Lamp black shall be added to the concrete to produce a dark finished surface which matches the surrounding asphalt concrete surface.

3.4 FIELD QUALITY CONTROL

A. Testing: Demonstrate capability and compliance with requirements upon completion of installation of underground duct and utility structures.

- 1. Duct Integrity: Rod ducts with a mandrel 1/4-inch (6 mm) smaller in diameter than internal diameter of ducts. Where rodding indicates obstructions in ducts, remove the obstructions and retest.
- 2. Water Tightness: Make internal inspection of handholes three (3) months after completion of construction for indications of water ingress. Where leakage is noted, remove water and seal leak sources. Reinspect after two (2) months and reseal remaining leak sources. Repeat process at two (2) month intervals until leaks are corrected.

B. Correct installations where possible, and retest to demonstrate compliance. Otherwise, remove and replace defective products and retest.

3.5 CLEANING:

- A. Pull brush through full length of ducts. Use round bristle brush with a diameter 1/2 inch (12 mm) greater than internal diameter of duct.
- B. Clean internal surfaces of handholes, including sump. Remove foreign material.
- C. All necessary precautions to avoid the flooding of utility holes and conduits. If the utility holes or conduits should become flooded or littered with debris any time prior to final acceptance, I pump dry and clean utility holes and ducts to the satisfaction of the Engineer.
- D. Clean-Up: Remove debris from handholes and ensure complete installation is left in neat and finished condition.

END OF SECTION

DRAFT

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SECTION 260553
ELECTRICAL IDENTIFICATION
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SECTION 260553 - ELECTRICAL IDENTIFICATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes electrical identification materials and devices required to comply with ANSI C2, NFPA 70, OSHA standards, and authorities having jurisdiction.
- B. This section includes labeling of all terminations and related subsystems; including, but not limited to, nameplates, wire and cable markers, labeling and identification of cables, equipment and other products.

1.3 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Samples: Prior to installation, submit samples for each type of label and sign to illustrate color, lettering style, and graphic features of identification products. These samples shall include examples of the lettering to be used. Samples shall be mounted on 8-1/2-inch x 11-inch sheets annotated, explaining their proposed use.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI C2.
- B. Comply with NFPA 70.
- C. Comply with ANSI A13.1 and NFPA 70 for color-coding.
- D. Comply with applicable EIA/TIA Standards.
- E. Comply with OSHA Standards.

PART 2 PRODUCTS

2.1 RACEWAY AND CABLE LABELS

- A. Comply with ANSI A13.1, Table 3, for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
 - 1. Color: Black letters on orange field.
 - 2. Legend: Indicates voltage and service as well as circuit designation for all feeders.

- B. Adhesive Labels: Preprinted, flexible, self-adhesive vinyl with legend, overlaminated with a clear, weather- and chemical-resistant coating.
- C. Pretensioned, Wraparound Plastic Sleeves: Flexible, preprinted, color-coded, acrylic band sized to suit the diameter of the line it identifies and arranged to stay in place by pretensioned gripping action when placed in position.
- D. Colored Adhesive Tape: Self-adhesive vinyl tape not less than 3 mils thick by 3/4 inch wide, in appropriate colors for system voltage and phase.
- E. Tape Markers: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.

2.2 WIRING DEVICE FACEPLATE LABELS

- A. Adhesive Labels:
 - 1. Thermal transfer printable, clear polyester material with glossy finish, 1/2" high, width as required. Printed lettering shall be 1/4" high black text.
 - 2. Labels shall be backed with permanent acrylic adhesive and shall exhibit good adhesion to many metal and other types of surfaces, including textured surfaces and low surface energy plastics.
 - 3. Labels shall be resistant to humidity, temperature and UV light.
 - 4. Labels shall meet requirements of UL 969 *Labeling and Marking Standard* and shall be RoHS compliant.
 - 5. Provide Brady B-432 Series, or approved equal by acceptable manufacturer.

2.3 EQUIPMENT NAMEPLATES

- A. General Nameplate Requirements:
 - 1. Use colors prescribed by ANSI A13.1, NFPA 70 and as follows:
 - a. White lettering on black background.
 - 2. Backed with adhesive material formulated for the type of surface, intended use and installed location.
- B. Nameplates for Dry, Interior Locations:
 - 1. Engraving stock, melamine 3-layer plastic laminate.
 - 2. Minimum 1/16-inch (1.6-mm) thick for signs up to 20 sq. inches (129 sq. cm)
 - 3. Minimum 1/8-inch (3.2-mm) thick for signs larger than 20 sq. inches.

- C. Nameplates for Damp/Wet Interior and Exterior Locations:
 - 1. Weather-resistant, UV Resistant, minimum 1/8-inch (3.2-mm) thick.
- D. Refer to Contract Drawings for typical nameplate details.
- E. Refer to Paragraph "Equipment Identification Nameplates" under Part 3 of this Section for installation requirements.

2.4 SAFETY SIGNS

- A. Comply with 29 CFR, Chapter XVII, Part 1910.45.

2.5 UNDERGROUND LINE WARNING TAPE

- A. Non-biodegradable, polyethylene tape, 5 mil minimum thickness and a minimum of 6 inches wide with detectable metallic foil. Provide warning labels on 3 foot centers, colored as follows:
 - 1. Electrical ducts, piping or cable (600V and below) – Red tape with black printed labeling: CAUTION-BURIED ELECTRIC LINE BELOW.
- B. Bury marker tape 12-inches below grade above every ductbank and buried conduit. Refer to Division 26 Section, "Underground Ductbanks" for additional information.

2.6 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Cable Ties: Fungus-inert, self-extinguishing, one-piece, self-locking, Type 6/6 nylon cable ties.
 - 1. Minimum Width: 3/16 inch (5 mm).
 - 2. Tensile Strength: 50 lb (22.3 kg) minimum.
 - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 - 4. Color: According to color-coding.
- B. Paint: Formulated for the type of surface and intended use.
 - 1. Primer for Galvanized Metal: Single-component acrylic formulated for galvanized surfaces.
 - 2. Primer for Concrete Masonry Units: Heavy-duty-resin block filler.
 - 3. Primer for Concrete: Clear, alkali-resistant, binder-type sealer.
 - 4. Enamel: Silicone-alkyd or alkyd urethane as recommended by primer manufacturer.

PART 3 EXECUTION

3.1 INSTALLATION

A. General:

1. Each new piece of electrical equipment, including but not limited to, generators, transfer switches, outlet/pull/junction boxes, etc., on each system must be labeled for voltage in addition to other requirements listed herein.
2. All branch circuit panelboards must be identified with the same designation used in the circuit directory in the Main Switchboard and in Distribution Panelboards.
3. Before attaching labels, clean all surfaces with the label manufacturer's recommended cleaning agent.
4. Install all labels firmly, as recommended by the label manufacturer.
5. Labels attached to wiring device faceplates and electrical equipment shall be installed plumb and neatly on all equipment.
6. Install nameplates parallel to equipment lines.
7. Secure nameplates to equipment fronts unless otherwise noted.
8. Secure nameplate to inside of recessed panelboards in finished locations.
9. Embossed tape will not be permitted for any application.
10. Stenciling is prohibited.
11. Labels: All labels shall be permanent and be machine-generated. NO HANDWRITTEN OR NON-PERMANENT LABELS SHALL BE ALLOWED.
12. Label size shall be appropriate for the conductor/cable size(s), and wiring device faceplate layout. All labels to be used shall be self-laminating, white/transparent vinyl and be wrapped around the cable sheath. Flag type labels are not allowed. The labels shall be of adequate size to accommodate the circumference of the cable being labeled and properly self-laminated over the full extent of the printed area of the label.

B. Panelboard and Load Center Circuit Directories:

1. The Contractor shall provide up to date circuit directories in existing panelboards and load centers, indicating all deletions and additions, and to note the date of all changes on the directory.
2. The circuit directories shall reflect the actual room numbers. Directories indicating the reference room numbers on the contract drawings or in the panelboard schedule shall not be acceptable.

3. The circuit directories shall include the name, address, and contact information for the Electrical/Division 26 Contractor.
 4. If at anytime after occupancy the circuit directories are found to be incorrect due to negligence by the installer, then the Contractor shall trace out circuits, and correct the directories at no additional cost to the Owner.
- C. Miscellaneous Identification:
1. Individual circuit breakers, in distribution panelboards and switchboards: 1/4-inch text (6 mm); identify circuit and load served, including location.
 2. Junction boxes: 1/4-inch text (13 mm); identify load served, circuit and voltage.
- D. Identification Materials and Devices: Install at locations for most convenient viewing without interference with operation and maintenance of equipment.
- E. Lettering, Colors, and Graphics: Coordinate names, abbreviations, colors, and other designations with corresponding designations in the Contract Documents or with those required by codes and standards. Use consistent designations throughout Project.
- F. Sequence of Work: If identification is applied to surfaces that require finish, install identification after completing finish work.
- G. Self-Adhesive Identification Products: Clean surfaces before applying.
- H. Install painted identification according to manufacturer's written instructions and as follows:
1. Clean surfaces of dust, loose material, and oily films before painting.
 2. Prime surfaces using type of primer specified for surface.
 3. Apply one intermediate and one finish coat of enamel.
- I. Caution Labels for Boxes and Enclosures: Install pressure-sensitive, self-adhesive labels identifying system voltage with black letters on orange background. Install on exterior of door or cover. Install label on inside face of door or cover in finished spaces.
- J. Circuit Identification Labels on Boxes: Install labels externally.
1. Exposed Boxes: Pressure-sensitive, self-adhesive plastic label on cover.
 2. Concealed Boxes: Plasticized card-stock tags.
 3. Labeling Legend: Permanent, waterproof listing of panel and circuit number or equivalent.
- K. Paths of Underground Electrical Lines: During trench backfilling, for exterior underground power, control, signal, and communication lines, install continuous underground line warning tape located directly above line at 12 inches (150 to 200 mm) below finished grade. Where

width of multiple lines installed in a common trench or concrete envelope does not exceed 16 inches (400 mm) overall, use a single line marker. Install line marker for underground wiring, both direct-buried cables and cables in raceway.

- L. Secondary Service, Feeder, and Branch-Circuit Conductors: Color-code throughout the secondary electrical system. Refer to Division 26 Section "Conductors and Cables" for additional requirements.
- M. Power-Circuit and Control Wire Identification: Metal tags or aluminum, wraparound marker bands for each conductor, cables, feeders, and power circuits in vaults, panelboard gutters, outlet boxes, junction boxes, pullboxes, switchboard rooms, and at load connections. Identify with branch circuit or feeder number for power and lighting circuits and with control wire number as indicated on equipment manufacturer's shop drawings for control wiring.
 - 1. Legend: 1/4-inch- (6.4-mm-) steel letter and number stamping or embossing with legend corresponding to indicated circuit designations.
 - 2. Tag Fasteners: Nylon cable ties.
 - 3. Band Fasteners: Integral ears.
- N. Apply identification to conductors as follows:
 - 1. Conductors to be Extended in the Future: Indicate source and circuit numbers.
 - 2. Multiple Power or Lighting Circuits in the Same Enclosure: Identify each conductor with source, voltage, circuit number, and phase. Use color-coding to identify circuits' voltage and phase.
 - 3. Multiple Control and Communication Circuits in the Same Enclosure: Identify each conductor by its system and circuit designation. Use a consistent system of tags, color-coding, or cable marking tape.
- O. Apply warning, caution, and instruction signs as follows:
 - 1. Warnings, Cautions, and Instructions: Install to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.
 - 2. Emergency Operation: Install engraved laminated signs with white legend on red background with minimum 3/8-inch- (9-mm-) high lettering for emergency instructions on power transfer, load shedding, and other emergency operations.
- P. Equipment Nameplates:
 - 1. Install on each unit of equipment, including central or master unit of each system. This includes power, lighting, communication, signal, and alarm systems, unless units are specified with their own self-explanatory identification.

2. Install on each piece of equipment provided with factory installed disconnecting means, e.g. ERV units, where a separate external disconnecting means is not provided under Division 26.
 3. Unless otherwise noted, nameplates shall identify equipment designation(s), voltage rating, and source (including source locations).
 4. Nameplates for disconnect switches, motor starters, etc..., shall indicate the designation of the load served as the "equipment designation".
 5. In general, nameplates requiring one or two lines of text shall be 1-1/2 inches high. Labels requiring three lines of text shall be 2 inches high. The first line of text, which shall indicate equipment designation/load served, shall utilize ½ inch high lettering. Remaining lines of text, which shall indicate voltage ratings and source information shall utilize ¼ inch high lettering. Refer to the Drawings for nameplate examples.
 6. Apply nameplates to each unit of the following categories of equipment:
 - a. Transformers.
 - b. Generators.
 - c. Transfer Switches.
- Q. Surfaces shall be cleaned and painted, if specified, before applying markings.
- R. Place markings so that they are visible from the floor.
- S. Protect finished identification to ensure that markings are clear and legible when project is turned over to the Owner.

END OF SECTION

DIVISION 26
SECTION 262200
TRANSFORMERS
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SECTION 262200 - TRANSFORMERS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes dry-type distribution and high harmonic/non-linear load transformers rated 1000 V, and less.

1.3 SUBMITTALS

- A. Product Data: Include data on features, components, ratings, dimensions, weight, and performance for each type of transformer specified. Include dimensioned plans, sections, and elevation views. Show minimum clearances and installed devices and features.
- B. Wiring Diagrams: Detail wiring and identify terminals for tap changing and connecting field-installed wiring.
- C. Product Certificates: Signed by manufacturers of transformers certifying that the products furnished comply with requirements.
- D. Field Test Reports: Indicate and interpret test results for tests specified in Part 3 of this Section.
- E. Maintenance Data: For transformers to be included in the Operation and Maintenance Manuals specified in Division 01 and Division 26 Section, "Common Work Results for Electrical".
- F. Project Record Documents: Record actual transformer locations.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: In addition to requirements specified in Division 01 Section "Quality Control", an independent testing agency shall meet OSHA criteria for accreditation of testing laboratories, Title 29, Part 1907; or shall be a full-member company of the International Electrical Testing Association.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the International Electrical Testing Association or the National Institute for Certification in Engineering Technologies, to supervise on-site testing specified in Part 3 of this Section.
- B. Listing and Labeling: Provide transformers specified in this Section that are listed and labeled.

1. The Terms *Listed* and *Labeled*: As defined in NFPA 70, Article 100.
2. Listing and Labeling Agency Qualifications: A *Nationally Recognized Testing Laboratory* as defined in OSHA Regulation 1910.7.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Temporary Heating: Apply temporary heat according to manufacturer's written instructions within the enclosure of each ventilated-type unit throughout periods during which equipment is not energized and is not in a space that is continuously under normal control of temperature and humidity.
- B. Store and protect equipment in a dry location with uniform temperature. Cover ventilation openings to keep dust out.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, supply equipment from one of the following manufacturers: No other manufacturers are acceptable.
 1. Square D Company. (Basis of Design)
 2. Eaton/Cutler-Hammer.
 3. Acme Electric Corp.; Transformer Division.

2.2 TRANSFORMERS, GENERAL REQUIREMENTS

- A. Description: Factory-assembled and tested, air-cooled units of types specified, designed for 60-Hz service.
- B. Cores: Grain-oriented, non-aging silicon steel.
- C. Coils: Continuous aluminum windings without splices, except for taps.
- D. Coil Conductors: Individually insulate secondary conductors and arrange to minimize hysteresis and eddy current losses at harmonic frequencies.
- E. Internal Coil Connections: Brazed or pressure type.
- F. Enclosure: Class complies with NEMA 250 for the environment in which installed. Comply with NEMA ST 20.
- G. Nameplates: Include transformer connection data and overload capacity based on rated allowable temperature rise.

H. Basic Impulse Level: 10 kV for transformers less than 300 kVA.

2.3 HIGH HARMONIC LOAD (K-RATED) TRANSFORMERS

A. Description

1. Dry type distribution transformers for non-linear loads, single and/or three phase, primary and secondary voltage of 600V and less and capacity ratings of 15kVA through 750kVA.

B. Standards

1. Transformers 750kVA and smaller shall be listed by Underwriters Laboratories.
2. Conform to the requirements of ANSI/NFPA 70.
3. Transformers are to be manufactured and tested in accordance with NEMA ST20 and UL1561.
4. Transformers shall be low loss type with minimum efficiencies per US Department of Energy (DOE) 2016 Standards, as defined in the Code of Federal Regulations, 10 CFR 431.192.

C. Manufacturers

1. Approved manufacturers shall be registered firms in accordance with ISO9001:1994 SIC 3612 (US); which is the design and manufacture of low voltage dry type power, distribution and specialty transformers.

D. Ratings Information

1. All insulating materials are to exceed NEMA ST20 standards and be rated for 220 degrees C UL component recognized insulation system.
2. Neither the primary nor the secondary temperature shall exceed 220 degrees C at any point in the coils while carrying their full rating of non-sinusoidal load. Transformers are to be UL listed and labeled for K-9 as defined as the sum of fundamental and harmonic 1 h per UL 1561. Transformers evaluated by the UL K factor evaluation shall be listed for 150 degrees C average temperature rise.
3. K factor rated transformers shall have an impedance range of 3% to 5% and shall have a minimum reactance of 2% in order to help reduce neutral current when supplying loads with large amounts of third harmonic current.
4. Transformers 15kVA and larger shall have a minimum of 6 – 2.5% full capacity primary taps for 480V primaries and a minimum of 2 – 5% fully capacity taps for 208V primaries. Exact voltage and taps to be as designated on the plans or the transformer schedule.

5. The maximum temperature of the top of the enclosure shall not exceed 50 degrees C rise above a 40 degrees C ambient.

E. Construction

1. Transformer coils shall be of continuous wound construction and shall be impregnated with nonhygroscopic, thermosetting varnish.
2. All cores to be constructed with low hysteresis and eddy current losses. Magnetic flux densities are to be kept well below the saturation point to prevent core overheating. The core laminations shall be clamped together with steel angles. The completed core and coil shall be bolted to the base of the enclosure but isolated by means of rubber vibration absorbing mounts. There shall be no metal-to-metal contact between the core and coil and the enclosure except for a flexible safety ground strap. Sound isolation systems requiring the complete removal of all fastening devices will not be acceptable.
3. The core of the transformer shall be visibly grounded to the enclosure by means of a flexible grounding conductor sized in accordance with applicable UL and NEC standards.
4. The transformer enclosures shall be ventilated and be fabricated of heavy gauge, sheet steel construction. The entire enclosure shall be finished utilizing a continuous process consisting of degreasing, cleaning and phosphatizing, followed by electrostatic deposition of polymer polyester powder coating and baking cycle to provide uniform coating of all edges and surfaces. The coating shall be UL recognized for outdoor use. The coating color shall be ANSI 49.
5. Transformers shall be supplied with quality, full width electrostatic shields resulting in a maximum effective coupling capacitance between primary and secondary of 33 picofarads. With transformers connected under normal, loaded operating conditions, the attenuation of line noise and transients shall equal or exceed the following limits:
 - a. Common Mode: 0 to 1.5kHz – 120dB; 1.5kHz to 10kHz – 90dB; 10kHz to 100kHz – 65dB; 100kHz to 1MHz – 40dB
 - b. Transformer Mode: 1.5kHz to 10kHz – 52dB; 10kHz to 100kHz – 30dB; 100kHz to 1MHz 30dB
6. Sound Levels
 - a. Sound levels shall be warranted by the manufacturer not to exceed the following:
 - 1). 15 to 50kVA – 45dB; 51 to 150kVA – 50dB; 151 to 300kVA – 55dB; 301 to 500kVA – 60dB; 501 to 700kVA – 62dB; 701 to 1000kVA – 64dB.

2.4 FINISHES

- A. Indoor Units: Manufacturer's standard paint over corrosion-resistant pretreatment and primer.
- B. Outdoor Units: Comply with ANSI C57.12.28.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Comply with safety requirements of IEEE C2.
- B. Arrange equipment to provide adequate spacing for access and for circulation of cooling air.
- C. Identify transformers and install warning signs according to Division 26 Section "Electrical Identification".
- D. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- E. Install transformers in accordance with NECA SI, as indicated on the Drawings, and Manufacturer's published instructions, at locations as indicated on the Drawings.
 - 1. Use Manufacturer-approved mounting brackets for transformers supported from building structure.
 - 2. Securely anchor transformers to concrete pad for floor-mounted transformers.
 - 3. Provide working clearances in conformance with NFPA 70.
 - 4. Provide both, primary and secondary protection using fuses or circuit breakers as indicated on the Drawings.
- F. Set transformers plumb and level.
- G. Use minimum two (2) foot length flexible conduit for connections to transformer case. Make conduit connections to side panel of enclosure.
- H. Mount transformers on vibration isolating pads suitable for isolating transformer noise from building structure.
- I. Provide minimum 4-inch high concrete pad for floor-mounted transformers. Refer to Division 26 Section, "Common Work Results for Electrical" for installation requirements.
- J. Verify mounting supports are properly sized and located, including concealed bracing in walls.

3.2 GROUNDING

- A. Separately Derived Systems: Comply with requirements of National Electrical Code Article 250.30 – The grounding electrode conductor (GEC) connection shall be made at the source of the separately derived system (i.e. the transformer) in the transformer enclosure, where the

system bonding jumper shall also be installed. Provide supply-side bonding jumper from transformer to first disconnecting means or overcurrent device after the transformer.

- B. Comply with Division 26 Section "Grounding and Bonding" for materials and installation requirements.
- C. Ground core and coil assembly to enclosure by means of a visible flexible copper grounding strap.

3.3 FIELD QUALITY CONTROL

A. Visual and Mechanical Inspection:

1. Inspect for defects and physical damage, labeling, and compliance with requirements of drawings and schedules.
2. Clean transformers using Manufacturer's approved methods and materials.
3. Verify that transformer nameplates are installed and accurate.
4. Verify that transformer phase identification nameplates are installed.
5. Verify that transformer arc flash hazard labels are installed.
6. Check mounting, area clearances, and alignment and fit of components.
7. Check tightness of bolted electrical connections with calibrated torque wrench. Refer to manufacturer's instructions for proper torque values.
8. Verify that neutral bar is bonded to ground bar with appropriately sized bonding jumper.
9. Verify that equipment ground bar is bonded to transformer enclosure. Securing ground bar to vent opening is not acceptable.

B. Transformer Electrical Tests: Include the following minimum inspections and tests according to manufacturer's written instructions to ensure transformer is operational within industry and manufacturer's tolerances, is installed according to the Contract Documents, and is suitable for energizing. Comply with IEEE C57.12.91 for test methods and data correction factors.

1. Testing Agency: Provide services of a qualified independent testing agency to perform specified testing. Provide set of Contract Documents to test organization. Include full updating on final system configuration and parameters where they supplement or differ from those indicated in the original Contract Documents.

2. Inspect accessible components for cleanliness, mechanical and electrical integrity, and damage or deterioration. Verify that temporary shipping bracing has been removed. Include internal inspection through access panels and covers.
3. Inspect bolted electrical connections for tightness according to manufacturer's published torque values or, if not available, those specified in UL 486A and UL 486B.
4. Insulation Resistance Testing: Perform megohm meter tests of primary and secondary winding to winding and winding to ground, as follows:
 - a. Minimum Test Voltage: 1000 Vdc.
 - b. Minimum Insulation Resistance: 500 megohms.
 - c. Duration of Each Test: 10 minutes.
 - d. Temperature Correction: Correct results for test temperature deviation from 20 degrees C standard.
 - e. Compare test results with specified performance or manufacturer's data. Correct deficiencies identified by tests and retest.
 - f. Prepare reports certified by testing agency identifying equipment checked and describing results of tests. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
5. Infrared Scanning: Perform an infrared scan of all electrical connections in each transformer, as follows:
 - a. Remove equipment covers so terminations are accessible to scanner.
 - b. Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values.
 - c. Provide calibration record for device.
 - d. Compare test results with specified performance or manufacturer's data. Correct deficiencies identified by tests and retest.
 - e. Prepare reports [certified by testing agency] identifying equipment checked and describing results of tests. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
6. Test Labeling: On satisfactory completion of tests and related effort, apply a label to tested components indicating test results, date, and responsible organization and person.

3.4 CLEANING

- A. On completion of installation, inspect components. Remove paint splatters and other spots, dirt, and debris. Repair scratches and mars on finish to match original finish. Clean components internally using methods and materials recommended by manufacturer.

3.5 ADJUSTING

- A. Record transformer secondary voltages at each transformer for at least 48 hours of typical occupancy. Adjust transformer taps to provide optimum voltage conditions at secondary

terminals. Optimum is defined as not exceeding nameplate voltage plus 10 percent and not being lower than nameplate voltage minus 3 percent at maximum load conditions. Submit recording and tap settings as test results.

- B. Output Settings Report: Prepare a written test report recording output voltages and tap settings.
- C. Occupancy Adjustments: When requested within twelve (12) months of Substantial Completion, provide on-site assistance in readjusting transformer tap settings to suit actual occupied conditions. Provide up to two (2) visits to the project site for this purpose at no additional cost. Make voltage recordings at equipment/outlets selected by Owner, and record transformer secondary voltages for up to 48 hours.

END OF SECTION

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SECTION 262726
WIRING DEVICES
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SECTION 262726 - WIRING DEVICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Straight-blade receptacles.
 - 2. GFCI receptacles.
 - 3. Weather-Resistant receptacles.
 - 4. Toggle switches.
 - 5. Device plates.

1.3 DEFINITIONS

- A. GFCI: Ground-Fault Circuit Interrupter.
- B. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- C. WR: Weather-Resistant.

1.4 SUBMITTALS

- A. Product Data: For each product specified, indicating configurations, finishes, dimensions, and manufacturer's instructions.
- B. Maintenance Data: For materials and products to include in maintenance manuals specified in Division 01.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
- B. Comply with NFPA 70.
- C. Comply with NECA Standard of Installation.
- D. Codes: Provide wiring devices conforming to the following:
 - 1. American National Standards Institute (ANSI): Provide lugs and receptacle devices constructed in accordance with ANSI C73, *Attachment Plugs and Receptacles, Dimensions of*.

2. Institute of Electrical and Electronics Engineers (IEEE): Construct and install wiring devices in accordance with requirements of IEEE 241, *Recommended Practice for Electric Power Systems in Commercial Building*.
3. National Electrical Manufacturers Association (NEMA): Provide wiring devices constructed and configured in accordance with the requirements of
 - a. WD1: General Requirements for Wiring Devices
 - b. WD5: Special Purpose Wiring Devices
 - c. WD6: Wiring Devices - Dimensional Requirements.
4. National Fire Protection Association (NFPA): Comply with NFPA 70, *National Electrical Code*, as applicable to construction and installation of electrical wiring devices.
5. Underwriters Laboratories, Inc. (UL): Provide wiring devices which are UL listed and comply with the requirements of:
 - a. 20: General-Use Snap Switches.
 - b. 498: Attachments, Plugs and Receptacles
 - c. 514A: Metallic Outlet Boxes.
 - d. 514B: Fittings for Conduit and Outlet Boxes.
 - e. 514C: Non-Metallic Outlet Boxes, Flush-Device Boxes, and Covers
 - f. 943: Ground-Fault Circuit Interrupters

1.6 COORDINATION

- A. Receptacles for Owner-Furnished Equipment: Match plug configurations.
 1. Cord and Plug Sets: Match equipment requirements.

1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. Deliver extra materials to Owner.
 1. GFCI Receptacles: One for each ten installed, but not less than two.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. Wiring Devices:
 - a. Hubbell, Inc.; Wiring Devices Division
 - b. Pass & Seymour/Legrand; Wiring Devices Division

- c. Leviton Manufacturing Co., Inc.
- d. Eaton/Arrowhart; Wiring Devices Division
- e. Lutron Electronics, Inc.

2.2 STRAIGHT BLADE RECEPTACLES

A. General Requirements

1. Straight blade receptacles shall have the following basic features:
 - a. One-piece brass mounting strap with integral ground for low resistance of fault currents.
 - b. Auto-ground clip to assure positive ground.
 - c. Impact-resistant nylon face and thermoplastic base housing.
 - d. #10 large head brass terminal and ground screws; back- and side-wired.

B. Duplex Convenience Receptacles

1. Duplex convenience receptacles shall be extra heavy-duty, specification grade, 20A, 125V.
2. Comply with NEMA WD-1, NEMA WD-6 configuration 5-20R, UL 498 and Federal Specification W-C-596.
3. Hubbell HBL5362, Pass & Seymour 5362A, or approved equal by acceptable manufacturer.

C. Tamper-Resistant Duplex Convenience Receptacles

1. Tamper-resistant duplex convenience receptacles shall be extra heavy-duty, specification grade, 20A, 125V, with the following features:
 - a. Thermoplastic dual mechanism shutter system to help prevent insertion of foreign objects.
2. Comply with NEMA WD-1, NEMA WD-6 configuration 5-20R, UL 498 and Federal Specification W-C-596.
3. Hubbell HBL5362TR, Pass & Seymour TR63, or approved equal by acceptable manufacturer.

D. Special Purpose Receptacles

1. Special purpose receptacles shall have ratings and NEMA configurations as indicated on the Drawings, or as required to match equipment plug configuration, and shall be black with device plate to match outlet type.

2.3 GFCI RECEPTACLES

A. General Requirements

1. GFCI receptacles shall have the following basic features:
 - a. Solid-state ground-fault sensing and signaling.
 - b. Trip time of 0.025 seconds (nominal).
 - c. Trip threshold of +/- 5mA.
 - d. Indicator light that is lighted when device is tripped.
 - e. Auto-ground clip to assure positive ground.
 - f. Impact-resistant nylon face and thermoplastic base housing.
 - g. #10 large head brass terminal and ground screws; back- and side-wired.
 2. GFCI receptacles shall also have the following functions to comply with UL standard 943:
 - a. An auto-monitoring function that will allow for periodic automatic testing (self-test) of the GFCI device and its ability to respond to a ground fault. If a problem is detected one or more of the following will happen:
 - i. Power will be denied (trip with the inability to reset).
 - ii. Trip with the ability to reset, subject to the next auto-monitoring test cycle or repeatedly trip.
 - iii. Visual and/or audible indication
 - b. Provisions to ensure that receptacle type GFCIs that contain separate line and load terminals, and that is powered through its load terminals, shall not reset and supply power to its receptacle face or line terminals if miswired. This applies both during its initial installation and after reinstallation following a correctly wired installation. If the device is provided with special instructions for removal and reinstallation, the instructions shall be followed during testing.
- B. Duplex GFCI Receptacles
1. Duplex GFCI receptacles shall be extra heavy-duty, specification grade, 20A, 125V.
 2. Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, UL 498 and Federal Specification W-C-596.
 3. Hubbell GFRST20, Pass & Seymour 2097, or approved equal by acceptable manufacturer.
- C. Weather-Resistant Duplex GFCI Receptacles
1. Weather-resistant duplex GFCI receptacles shall be extra heavy-duty, specification grade, 20A, 125V with the following features:
 - a. "WR" marking on face as required by UL Standard.
 - b. UV-resistant nylon face for longer life under adverse environmental conditions.
 2. Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, UL 498 and Federal Specification W-C-596.
 3. Hubbell GFWRST20, Pass & Seymour 2095/7TRWR, or approved equal by acceptable manufacturer.

2.4 SWITCHES

A. General Requirements

1. Switches shall have the following basic features:
 - a. Heavy-gauge one-piece copper alloy contact arm.
 - b. Fast "make" and positive "break" to minimize arcing.
 - c. Heavy-duty bumper pads for quiet operation.
 - d. High strength thermoplastic polycarbonate toggle.
 - e. Oversized silvery alloy contacts for long life and heat dissipation.
 - f. Nickel-plated steel strap with integral ground.
 - g. Auto-ground clip to assure positive ground.

B. Toggle Switches

1. Toggle switches shall be quiet-type, extra heavy-duty, horsepower-rated, industrial grade, 120/277V, 20A: Comply with NEMA WD 1, UL 20 and Federal Specification W-S-896.
2. Hubbell HBL1221 (single-pole), HBL1222 (two-pole), HBL1223 (three-way), HBL1224 (four-way), Pass & Seymour PS20AC1 (single-pole), PS20AC2 (two-pole), PS20AC3 (three-way), PS20AC4 (four-way), or approved equal by acceptable manufacturer.

C. Lockable Switch Handle Guards

1. Provide handle guards with provisions for padlocking at all toggle switches serving as disconnecting means and where indicated on the Drawings.
2. Handle guards shall be steel construction, and shall mount directly over standard switch faceplates.
3. Provide Square D Class 2510 FL1, or approved equal by listed manufacturer.

2.5 FINISHES

- ### A. Wiring device catalog numbers in Section text do not designate device color. Device colors shall be as follows, unless otherwise indicated elsewhere in the Specifications and Drawings or as required by NFPA or device listing:

1. Wiring Devices connected to Normal Power System: White.
2. Special Receptacles: Black.

2.6 DEVICE PLATES

- A. Device plates shall be provided for all switches and receptacles. Device plates shall be as manufactured to fit each type of single device, to fit devices which are ganged together, and they shall be same manufacturer as wiring devices with finish as follows:
 - 1. Material for Unfinished Spaces: Galvanized steel, unless otherwise noted.
 - 2. Material for Finished Spaces: 0.04-inch-thick, Type 302, satin-finished stainless steel, except as otherwise indicated.
 - 3. Plate-Securing Screws: Metal with heads colored to match plate finish.
- B. Material for Damp and Wet Locations: Heavy-duty die-cast zinc/aluminum construction with gasketed, hinged lockable lid, designed to be weatherproof while the device is in use, and listed and labeled "extra duty" for use in "wet locations." All components shall have baked-on electrostatic, polyester, power paint finish for superior corrosion resistance. Covers for receptacles shall be self-closing per UL514C42.3, be equipped with stainless steel springs, and shall have a cam action latch for secure closure. Covers for toggle switches shall be equipped with actuating levers and shall mount directly over the switch. Covers for receptacles shall comply with 2011 NEC Article 406.9(B). Covers for switches shall comply with NEC Article 404.4.
 - 1. Duplex/GFCI Receptacles - Pass & Seymour Model No. WIUCAST1 or approved equal by Hubbell, Intermatic or other listed manufacturer.
 - 2. Toggle Switches – Crouse-Hinds Model No. DS185, or approved equal.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
 - 1. Verify that outlet boxes are installed at proper height.
 - 2. Verify that wall openings are neatly cut and will be completely covered by wall plates.
 - 3. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- C. By beginning Work, accepts conditions and assume responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

3.2 INSTALLATION – GENERAL

- A. Install devices and assemblies plumb, level, and secure.

- B. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical, and grounding terminal of receptacles on top or as required by the local Authority Having Jurisdiction. Exception: Mount exterior GFCI weatherproof duplex receptacles horizontally with grounding terminals on the left, or as required by the local Authority Having Jurisdiction. Group adjacent switches under single, multi-gang wall plates.
- C. Protect devices and assemblies during painting.

3.3 INSTALLATION – RECEPTACLES

- A. Receptacles on emergency circuits shall be clearly identified, with a circuit label indicating panelboard and circuit number.
- B. All 15 ampere and 20 ampere, 125 volt and 250 volt, non-locking type receptacles installed in damp or wet locations shall be listed weather-resistant type in accordance with NEC Article 406.9(A) and 406.9(B) and shall be installed within an enclosure that is weather proof when an attachment plug is inserted.
- C. All 15 ampere and 20 ampere, 125 volt, single-phase, non-locking type receptacles installed in the following locations shall have GFCI protection for personnel, in accordance with NEC Article 210.8(B).
 - 1. Outdoors
 - 2. Within six (6) feet (1.8m) of sinks, plumbing fixtures and water piping.
 - 3. Mechanical rooms, electrical rooms, and similar areas where electrical hand tools or portable lighting equipment are to be used.
- D. Where multiple receptacles are indicated on the Contract Drawings as GFCI type receptacles, each device must be a GFCI type receptacle. Protecting standard receptacles downstream from one GFCI receptacle is not acceptable.

3.4 IDENTIFICATION

- A. Comply with Division 26 Section “Electrical Identification”.
 - 1. Switches: Switches shall be labeled as to load controlled and with circuit number and panel identification.
 - 2. Receptacles: All device plates shall be labeled to identify panelboard and circuit number from which served. Use machine-printed, pressure-sensitive, abrasion-resistant label tape on face of plate and durable wire markers or tags within outlet boxes. Labels shall be clear with black lettering. Protect label from damage during construction. Replace all damaged and unclear labels.
 - 3. Mark all conductors with the panel and circuit number serving the device at the device.

4. Mark the panel and circuit number serving the device on the back side of the device plate with a permanent marking system, machine-generated, that does not show through the front of the plate.
5. Faceplate labels shall be installed such that they are readable and do not cover any portion of the faceplate securing screw(s) or the wiring device itself.

3.5 CONNECTIONS

- A. Connect wiring device grounding terminal to outlet box with bonding jumper.
- B. Connect wiring device grounding terminal to branch-circuit equipment grounding conductor.
- C. Tighten electrical connectors and terminals according to manufacturers published torque-tightening values. If manufacturers torque values are not indicated, use those specified in UL 486A and UL 486B.

3.6 FIELD QUALITY CONTROL

- A. Test wiring devices for proper polarity, continuity, short circuits, and ground continuity. Operate each device at least six times.
- B. Test GFCI operation with both local and remote fault simulations according to manufacturer's written instructions.
- C. Replace damaged or defective components.

3.7 CLEANING

- A. Internally clean devices, device outlet boxes, and enclosures. Replace stained or improperly painted wall plates or devices.

END OF SECTION

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SECTION 262816
ENCLOSED CIRCUIT BREAKERS
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SECTION 262816 – ENCLOSED CIRCUIT BREAKERS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes individually mounted enclosed circuit breakers used for the following:
 - 1. Equipment disconnecting means.
 - 2. Feeder disconnecting means.
- B. Provide method of disconnection at all appliances, motors, equipment, etc., as required to comply with NEC (including Article 422-C, and Article 440-D).

1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 01 Specification Sections.
- B. Product Data for circuit breakers, and accessories specified in this Section. Include the following:
 - 1. Descriptive data and time-current curves.
- C. Coordination charts and tables and related data.
- D. Field test reports indicating and interpreting test results.
- E. Maintenance data for tripping devices to include in the operation and maintenance manual specified in Division 01.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain circuit breakers from one source and by a single manufacturer.
- B. Comply with NFPA 70 for components and installation.
- C. Listing and Labeling: Provide enclosed circuit breakers specified in this Section that are listed and labeled.
 - 1. The Terms *Listed* and *Labeled*: As defined in the National Electrical Code, Article 100.

2. Listing and Labeling Agency Qualifications: A *Nationally Recognized Testing Laboratory* (NRTL) as defined in OSHA Regulation 1910.7.
3. Underwriters Laboratories (UL) listed equipment: UL 98 - Enclosed and Dead Front Switches, UL 50 - Cabinets and Boxes, UL489 - Molded Case Circuit Breakers and Circuit Breaker Enclosures, NEMA 250 - Enclosures for Electrical Equipment.
4. Comply with ANSI and NEMA Standards for materials ratings.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide equipment from one of the following manufacturers; no other manufacturers are acceptable.
 1. Enclosed Circuit Breakers:
 - a. Square D Company. (Basis of Design)
 - b. Eaton Corporation; Cutler-Hammer.
 - c. Siemens Energy & Automation, Inc.

2.2 ENCLOSED CIRCUIT BREAKERS

- A. Enclosed, Molded-Case Circuit Breaker: NEMA AB 1, with lockable handle.
- B. Characteristics: Frame size, trip rating, number of poles, and auxiliary devices as indicated and interrupting rating to meet available fault current, minimum of 10,000 symmetrical rms amperes.
- C. Application Listing: Appropriate for application, including switching fluorescent lighting loads or heating, air-conditioning, and refrigerating equipment.
- D. Circuit Breakers, 200 A and Larger: Trip units interchangeable within frame size.
- E. Circuit Breakers, 400 A and Larger: Field-adjustable, short-time and continuous-current settings.
- F. Lugs: Mechanical lugs and power-distribution connectors for number, size, and material of conductors indicated.
- G. Accessories: As indicated.
- H. Enclosure: NEMA AB 1, Type 1, unless otherwise specified or required to meet environmental conditions of installed location.
- I. Provide full capacity neutral lug or 200 full capacity neutral for non-linear loads and equipment grounding lug.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install enclosed circuit breakers in locations as indicated, according to manufacturer's written instructions.
- B. Install enclosed circuit breakers level and plumb. Provide mounting brackets, wall bracing, and accessories as required.
- C. Install enclosed circuit breakers to have adequate working space in accordance with Article 110.26 of the National Electrical Code. Enclosed circuit breakers shall not be installed beneath ductwork, piping, etc.
- D. Enclosed circuit breakers shall be labeled for service entrance use, if so required, where used for service entrance whether called for or not.
- E. Enclosed circuit breakers provided shall be suitable for:
 - 1. Circuit application voltage.
 - 2. Circuit application ampacity x 125 percent.
 - 3. One pole, two pole, three pole, solid neutral, ground connection, all as required by item served or as shown on the drawings.
- F. Install enclosed circuit breakers as indicated, complying with manufacturer's written instructions, applicable requirements of NEC, NEMA, and NECA's *Standard of Installation*, and in accordance with recognized industry practices.

3.2 CONNECTIONS

- A. Connect enclosed circuit breakers and components to wiring system and to ground as indicated and instructed by manufacturer.
- B. Tighten electrical connectors and terminals according to manufacturers' published torque-tightening values. Where manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.3 IDENTIFICATION

- A. Identify each enclosed circuit breaker according to requirements specified in Division 26 Section, "Electrical Identification". All switches shall be provided with engraved nameplates which clearly identify the equipment served, circuit designation, and circuit voltage/phase.
- B. Each disconnect means shall be legibly marked as required by Code.

3.4 FIELD QUALITY CONTROL

- A. Visual and mechanical inspection: Include the following inspections and related work.

1. Device Ratings and Settings: Verify that ratings and settings as installed are appropriate for final loads and final system arrangement and parameters. Recommend final protective-device ratings and settings where differences are found. Use accepted revised ratings or settings to make the final system adjustments. Prepare and submit the load current and overload relay heater list.
 2. Inspect for defects and physical damage, NRTL labeling, and nameplate compliance with current project drawings.
 3. Exercise and perform operational tests of mechanical components and other operable devices in accordance with manufacturer's instructions.
 4. Check tightness of electrical connections of devices with calibrated torque wrench. Use Manufacturer's recommended torque values.
 5. Clean devices using Manufacturer's approved methods and materials.
- B. Electrical Tests: Upon installation of enclosed circuit breakers and before electrical circuitry has been energized, provide the following minimum inspections and tests according to manufacturer's written instructions to ensure components are operational within industry and manufacturer's tolerances, are installed according to the Contract Documents, and are suitable for energizing.
1. Inspect accessible components for cleanliness, mechanical and electrical integrity, and damage or deterioration.
 2. Inspect bolted electrical connections for tightness according to manufacturer's published torque values or, if not available, those specified in UL 486A and UL 486B.
 3. Test Labeling: On satisfactory completion of tests and related effort, apply a label to tested components indicating test results, date, and responsible organization and person.

3.5 CLEANING

- A. After completing system installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish including chips, scratches, and abrasions.

END OF SECTION

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ENGINE GENERATORS
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SECTION 263213 - ENGINE GENERATORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes packaged engine-generator sets for a Type 10, Level 1 emergency power supply system with the following features:
 - 1. Diesel engine.
 - 2. Unit-mounted cooling system.
 - 3. Unit-mounted control and monitoring.
 - 4. Starting battery and battery charger.
 - 5. Muffler and exhaust piping.
 - 6. Remote annunciator.
 - 7. Outdoor enclosure.
- B. Related Sections include the following:
 - 1. Division 26 Section "Transfer Switches" for transfer switches including sensors and relays to initiate automatic-starting and -stopping signals for engine-generator sets.

1.3 DEFINITIONS

- A. Class: The minimum amount of hours that the EPSS can operate at its rated load without being refueled. For example, a Class 48 system must operate for a minimum of 48 hours.
- B. Emergency Systems: Systems legally required and classed as emergency by municipal, state, federal or other codes, or by any governmental agency having jurisdiction, which are intended to automatically supply illumination, power, or both, to designated areas and equipment in event of failure of the normal power supply.
- C. EPSS: Emergency power supply system.
- D. Level: There are two Levels defined by NFPA 110 for an EPSS. Level 1 is more stringent and is imposed when failure of EPSS equipment could result in loss of human life or serious injuries. Level 2 is used when failure of the EPSS is less critical to human life and safety.
- E. LP: Liquid petroleum.
- F. NFPA: National Fire Protection Association.

- G. Operational Bandwidth: The total variation from the lowest to the highest value of a parameter over a range of conditions indicated, expressed as a percentage of the nominal value of the parameter.
- H. SPSS: Standby power supply system
- I. Standby Rating: Power output rating equal to the power the generator set delivers continuously under normally varying load factors for the duration of a power outage.
- J. Steady-State Voltage Modulation: The uniform cyclical variation of voltage within the operational bandwidth, expressed in hertz (Hz) or cycles per second.
- K. Type: The maximum amount of seconds that the load terminals of the EPSS transfer switch can be without acceptable electrical power. For example, a Type 10 EPSS must provide electrical power within 10 seconds.

1.4 SUBMITTALS

- A. Product Data: For each type of packaged engine generator indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. In addition, include the following:
 - 1. Thermal damage curve for generator.
 - 2. Time-current characteristic curves for generator protective device.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 1. Dimensioned outline plan and elevation drawings of engine-generator set and other components specified.
 - 2. Design Calculations: Signed and sealed by a qualified professional engineer. Calculate requirements for selecting vibration isolators and seismic restraints and for designing vibration isolation bases.
 - 3. Vibration Isolation Base Details: Signed and sealed by a qualified professional engineer. Detail fabrication, including anchorages and attachments to structure and to supported equipment. Include base weights.
 - 4. Wiring Diagrams: Power, signal, and control wiring. Differentiate between factory-installed and field-installed wiring.
- C. Source quality-control test reports.
 - 1. Certified summary of prototype-unit test report.
 - 2. Certified Test Reports: For components and accessories that are equivalent, but not identical, to those tested on prototype unit.
 - 3. Certified Summary of Performance Tests: Certify compliance with specified requirement to meet performance criteria for sensitive loads.
 - 4. Report of factory test on units to be shipped for this Project, showing evidence of compliance with specified requirements.
 - 5. Report of sound generation.

6. Report of exhaust emissions showing compliance with applicable regulations.
 7. Certified Torsional Vibration Compatibility: Comply with NFPA 110.
- D. Field quality-control test reports.
- E. Warranty: Special warranty specified in this Section.
- F. Operation and Maintenance Data: For packaged engine generators to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section, "Operation and Maintenance Data," include the following:
1. List of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.

1.5 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Fuses: One for every 10 of each type and rating, but no fewer than one of each.
 2. Indicator Lamps: Two for every six of each type used, but no fewer than two of each.
 3. Filters: One set each of lubricating oil, fuel, and combustion-air filters.
 4. Belts: Two sets of each type.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
1. Maintenance Proximity: Not more than four hours' normal travel time from Installer's place of business to Project site.
 2. Engineering Responsibility: Preparation of data for vibration isolators and seismic restraints of engine skid mounts, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 200 miles (321 km) of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.
- C. Source Limitations: Obtain packaged generator sets and auxiliary components through one source from a single manufacturer.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- E. Comply with ASME B15.1.
- F. Comply with NFPA 37.

- G. Comply with NFPA 70.
- H. Comply with NFPA 99.
- I. Comply with NFPA 110 requirements for emergency power supply system level specified.
- J. Comply with UL 2200.
- K. Comply with ISO 8528.
- L. Engine Exhaust Emissions: Comply with applicable state and local government requirements.
 - 1. Obtain DNREC air quality permit-to-construct for generator equipment, as required.
- M. Noise Emission: Comply with applicable state and local government requirements for maximum noise level at adjacent property boundaries due to sound emitted by generator set including engine, engine exhaust, engine cooling-air intake and discharge, and other components of installation.
 - 1. Refer to generator schedule on the Contract Drawings for maximum noise level (dBA value).

1.7 PROJECT CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
 - 1. Notify Engineer and Owner no fewer than five days in advance of proposed interruption of electrical service.
 - 2. Do not proceed with interruption of electrical service without Engineer's and Owner's written permission.
- B. Environmental Conditions: Engine generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 - 1. Ambient Temperature: Minus 15 to plus 40 deg C.
 - 2. Relative Humidity: 0 to 95 percent.
 - 3. Altitude: Sea level to 1000 feet (300 m).

1.8 COORDINATION

- A. Coordinate size and location of concrete bases for packaged engine generators. Cast anchor-bolt inserts into bases.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's comprehensive warranty in which manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period, including but not limited to materials, labor, travel, fuel, lodging, etc.

1. Warranty Period: Five years from date of Substantial Completion.

1.10 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, provide 60 months' full maintenance by skilled employees of manufacturer's designated service organization. Include quarterly exercising to check for proper starting, load transfer, and running under load. Include routine preventive maintenance as recommended by manufacturer and adjusting as required for proper operation. Provide parts and supplies same as those used in the manufacture and installation of original equipment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Kohler Power Systems; Generator Division. (Basis of Design)
 2. Caterpillar; Engine Div.
 3. Generac Power Systems, Inc.
 4. MTU Onsite Energy.
 5. Onan/Cummins Power Generation; Industrial Business Group.

2.2 ENGINE GENERATOR SET

- A. Factory-assembled and tested, engine-generator set.
- B. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
1. Rigging Diagram: Inscribed on metal plate permanently attached to mounting frame to indicate location and lifting capacity of each lifting attachment and generator-set center of gravity.
- C. Capacities and Characteristics:
1. Power Output Ratings: Nominal ratings as indicated on the Contract Drawings.
 2. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of component.
- D. Generator Set Performance:

1. Steady-State Voltage Operational Bandwidth: 3 percent of rated output voltage from no load to full load.
2. Transient Voltage Performance: Not more than 20 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within three seconds.
3. Steady-State Frequency Operational Bandwidth: 0.5 percent of rated frequency from no load to full load.
4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
5. Transient Frequency Performance: Less than 5 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within five seconds.
6. Output Waveform: At no load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for single harmonics. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
7. Sustained Short-Circuit Current: For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of 250 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to generator system components.
8. Start Time: Comply with NFPA 110, Type 10, system requirements.

2.3 ENGINE

- A. Fuel: Fuel oil, Grade DF-2.
- B. Rated Engine Speed: 1800 rpm.
- C. Maximum Piston Speed for Four-Cycle Engines: 2250 fpm (11.4 m/s).
- D. Lubrication System: The following items are mounted on engine or skid:
 1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.
 2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.
 3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- E. Engine Fuel System:
 1. Fuel oil, Grade DF-2
 - a. Main Fuel Pump: Mounted on engine. Pump ensures adequate primary fuel flow under starting and load conditions.
 - b. Relief-Bypass Valve: Automatically regulates pressure in fuel line and returns excess fuel to source.

- F. Coolant Jacket Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for heater capacity.
- G. Governor: Adjustable isochronous, with speed sensing.
- H. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine-generator-set mounting frame and integral engine-driven coolant pump.
1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
 2. Size of Radiator: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
 3. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gage glass and petcock.
 4. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
 5. Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging-, ultraviolet-, and abrasion-resistant fabric.
 - a. Rating: 50-psig (345-kPa) maximum working pressure with coolant at 180 deg F (82 deg C), and noncollapsible under vacuum.
 - b. End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.
- I. Muffler/Silencer: Critical type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.
1. Minimum sound attenuation of 25 dB at 500 Hz.
- J. Air-Intake Filter: Heavy-duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.
- K. Starting System: 12 or 24-V electric, with negative ground.
1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum specified in Part 1 "Project Conditions" Article.
 2. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
 3. Cranking Cycle: As required by NFPA 110 for system level specified.
 4. Battery: Adequate capacity within ambient temperature range specified in Part 1 "Project Conditions" Article to provide specified cranking cycle at least three times without recharging.
 5. Battery Cable: Size as recommended by engine manufacturer for cable length indicated. Include required interconnecting conductors and connection accessories.
 6. Battery Compartment: Factory fabricated of metal with acid-resistant finish and thermal insulation.
 7. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and 35-A minimum continuous rating.

8. Battery Charger: Current-limiting, automatic-equalizing and float-charging type. Unit shall comply with UL 1236 and include the following features:
 - a. Operation: Equalizing-charging rate of 10 A shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
 - b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 40 deg C to plus 60 deg C to prevent overcharging at high temperatures and undercharging at low temperatures.
 - c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.
 - d. Ammeter and Voltmeter: Flush mounted in door. Meters shall indicate charging rates.
 - e. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.
 - f. Enclosure and Mounting: NEMA 250, Type 3R, wall-mounted cabinet.

2.4 FUEL OIL STORAGE

- A. Comply with NFPA 30.
- B. Day Tank: Comply with UL 142, freestanding, factory-fabricated fuel tank assembly, with integral, float-controlled transfer pump and the following features:
 1. Containment: Integral rupture basin with a capacity of 150 percent of nominal capacity of day tank.
 - a. Leak Detector: Locate in rupture basin and connect to provide audible and visual alarm in the event of day-tank leak.
 2. Tank Capacity: As recommended by engine manufacturer for an uninterrupted period of operation as indicated on the Contract Drawings at 100 percent of rated power output of engine-generator system without being refilled.
 3. Pump Capacity: Exceeds maximum flow of fuel drawn by engine-mounted fuel supply pump at 110 percent of rated capacity, including fuel returned from engine.
 4. Low-Level Alarm Sensor: Liquid-level device operates alarm contacts at 25 percent of normal fuel level.
 5. High-Level Alarm Sensor: Liquid-level device operates alarm and redundant fuel shutoff contacts at midpoint between overflow level and 100 percent of normal fuel level.
 6. Piping Connections: Factory-installed fuel supply and return lines from tank to engine; local fuel fill, vent line, overflow line; and tank drain line with shutoff valve.
 7. Redundant High-Level Fuel Shutoff: Actuated by high-level alarm sensor in day tank to operate a separate motor device that disconnects day-tank pump motor. Sensor shall signal solenoid valve, located in fuel suction line between fuel storage tank and day tank, to close. Both actions shall remain in shutoff state until manually reset. Shutoff action

shall initiate an alarm signal to control panel but shall not shut down engine-generator set.

2.5 CONTROL AND MONITORING

- A. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms.
- B. Manual Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts generator set. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms.
- C. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the generator set. Mounting method shall isolate the control panel from generator-set vibration.
- D. Indicating and Protective Devices and Controls: As required by NFPA 110 for system level specified, and the following:
 - 1. AC voltmeter.
 - 2. AC ammeter.
 - 3. AC frequency meter.
 - 4. DC voltmeter (alternator battery charging).
 - 5. Engine-coolant temperature gage.
 - 6. Engine lubricating-oil pressure gage.
 - 7. Running-time meter.
 - 8. Ammeter-voltmeter, phase-selector switch(es).
 - 9. Generator-voltage adjusting rheostat.
 - 10. Start-stop switch.
 - 11. Overspeed shutdown device.
 - 12. Coolant high-temperature shutdown device.
 - 13. Coolant low-level shutdown device.
 - 14. Oil low-pressure shutdown device.
 - 15. Fuel tank derangement alarm.
 - 16. Fuel tank high-level shutdown of fuel supply alarm.
 - 17. Generator overload.
- E. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.
- F. Common Remote Audible Alarm:
 - 1. Comply with NFPA 110 requirements for system level specified. Include necessary contacts and terminals in control and monitoring panel.

- a. Overcrank shutdown.
 - b. Coolant low-temperature alarm.
 - c. Control switch not in auto position.
 - d. Battery-charger malfunction alarm.
 - e. Battery low-voltage alarm.
- 2. Signal the occurrence of any events listed below without differentiating between event types. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset.
 - a. Engine high-temperature shutdown.
 - b. Lube-oil, low-pressure shutdown.
 - c. Overspeed shutdown.
 - d. Engine high-temperature prealarm.
 - e. Lube-oil, low-pressure prealarm.
 - f. Fuel tank, low-fuel level.
 - g. Low coolant level.
- G. Remote Alarm Annunciator: Comply with NFPA 99. An LED labeled with proper alarm conditions shall identify each alarm event and a common audible signal shall sound for each alarm condition. Silencing switch in face of panel shall silence signal without altering visual indication. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset. Cabinet and faceplate are surface- or flush-mounting type to suit mounting conditions indicated.

2.6 GENERATOR OVERCURRENT AND FAULT PROTECTION

- A. Generator Circuit Breaker: Molded-case, electronic-trip type; 80 percent rated; complying with UL 489.
 - 1. Tripping Characteristics: Adjustable long-time and short-time delay and instantaneous.
 - 2. Trip Rating: Matched to generator rating.
 - 3. Trip Settings: Selected to coordinate with generator thermal damage curve.
 - 4. Shunt Trip: Connected to trip breaker when generator set is shut down by other protective devices.
 - 5. Mounting: Adjacent to or integrated with control and monitoring panel.
- B. Ground-Fault Indication: Comply with NFPA 70, "Emergency Systems" requirements for signals for ground-fault. Integrate ground-fault alarm indication with other generator-set alarm indications.

2.7 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

- A. Comply with NEMA MG 1.
- B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.

- C. Electrical Insulation: Class H or Class F.
- D. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.
- E. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- F. Enclosure: Dripproof.
- G. Instrument Transformers: Mounted within generator enclosure.
- H. Voltage Regulator: Solid-state type, separate from exciter, providing performance as specified.
 - 1. Adjusting rheostat on control and monitoring panel shall provide plus or minus 5 percent adjustment of output-voltage operating band.
- I. Strip Heater: Thermostatically controlled unit arranged to maintain stator windings above dew point.
- J. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.
- K. Subtransient Reactance: 12 percent, maximum.

2.8 OUTDOOR GENERATOR-SET ENCLOSURE

- A. Description: Vandal-resistant, weatherproof aluminum housing, wind resistant up to 100 mph (160 km/h). Instruments and control shall be mounted within enclosure.
 - 1. Enclosure shall have a pitched roof to prevent standing water.
 - 2. Lockable latching, hinged access panels/doors on each side and end of the enclosure shall be provided for ease of inspection, maintenance, repair, etc... Routine inspection points for fluids shall be easily accessible by means of lockable latching, hinged door/panel. Minimum of two (2) doors per side. Lockable latches shall be keyed alike.
 - 3. Lockable latching, hinged access panels/doors shall be secured in the open position with hardware integral to the enclosure.
 - 4. Access panels shall be removable by one person without tools.
 - 5. Stainless steel hardware shall be used to provide corrosion protection for all hinges, latches, screws, etc...
 - 6. External drains standards for fluids requiring routine replacement. External drains shall be capable of accepting NPT plug or other means to prevent accidental leaks or spills. Valves internal to the enclosure shall provide means of flow controls.
 - 7. Enclosure shall achieve a Level 1 sound attenuation.
- B. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for 2 hours with ambient temperature at top of range specified in system service conditions.

1. Louvers: Fixed-engine, cooling-air inlet and discharge. Storm-proof and drainable louvers prevent entry of rain and snow.
- C. Convenience Outlets: GFCI. Arrange for external electrical connection.

2.9 VIBRATION ISOLATION DEVICES

- A. Elastomeric Isolator Pads: Oil- and water-resistant elastomer or natural rubber, arranged in single or multiple layers, molded with a nonslip pattern and galvanized-steel baseplates of sufficient stiffness for uniform loading over pad area, and factory cut to sizes that match requirements of supported equipment.

2.10 FINISHES

- A. Indoor and Outdoor Enclosures and Components: Manufacturer's standard finish over corrosion-resistant pretreatment and compatible primer.

2.11 SOURCE QUALITY CONTROL

- A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
 1. Tests: Comply with NFPA 110, Level 1 Energy Converters and with IEEE 115.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine-generator performance.
- B. Examine roughing-in of piping systems and electrical connections. Verify actual locations of connections before packaged engine-generator installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with packaged engine generator manufacturers' written installation and alignment instructions and with NFPA 110.
- B. Install packaged engine generator to provide access, without removing connections or accessories, for periodic maintenance.

- C. Install packaged engine generator with elastomeric isolator pads on concrete equipment pad. Secure sets to anchor bolts installed in concrete bases. Concrete base construction is specified in Division 26 Section "Hangers and Supports".
- D. Install packaged engine generator on cast-in-place concrete equipment base. Comply with requirements for equipment bases and foundations specified in Division 26 Section, "Common Work Results for Electrical".
 - 1. Comply with requirements for vibration isolation devices specified in this section.
- E. Install condensate drain piping to muffler drain outlet full size of drain connection with a shutoff valve, stainless-steel flexible connector, and Schedule 40, black steel pipe with welded joints. Flexible connectors and piping materials and installation requirements are specified in Division 23 Section, "Hydronic Piping Specialties."
- F. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted.
- G. Installation shall comply with applicable state and local codes as required by the authority having jurisdiction. Install equipment in accordance with manufacturer's instructions and instructions including in the listing or labeling of UL listed products.
- H. Provide branch circuits and disconnecting means for the generator set auxiliaries.
- I. Provide and install emergency system conductors in a raceways system completely separate from other wiring. Control interconnection wiring shall be properly sized and run in a raceway separate from power cables.

3.3 CONNECTIONS

- A. Connect fuel, cooling-system, and exhaust-system piping adjacent to packaged engine generator to allow service and maintenance.
- B. Connect engine exhaust pipe to engine with flexible connector.
- C. Connect fuel piping to engines with a gate valve and union and flexible connector.
- D. Connect wiring according to Division 26 Section, "Conductors and Cables."
- E. Ground equipment according to Division 26 Section, "Grounding and Bonding."
- F. Verify that neutral-ground bonds do not exist at any point within engine generators connected to three-pole transfer switches.

3.4 IDENTIFICATION

- A. Identify system components according to Division 26 Section "Electrical Identification."

3.5 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- B. Tests and Inspections:
 - 1. Perform tests recommended by manufacturer and each electrical test and visual and mechanical inspection for "AC Generators and for Emergency Systems" specified in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 2. NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here including, but not limited to the following:
 - a. "Cold Start" test.
 - b. Single-step full-load pick-up test.
 - c. Four hour full-load test.
 - 3. Battery Tests: Equalize charging of battery cells according to manufacturer's written instructions. Record individual cell voltages.
 - a. Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions. Check electrolyte level and specific gravity under both conditions.
 - b. Test for contact integrity of all connectors. Perform an integrity load test and a capacity load test for the battery.
 - c. Verify acceptance of charge for each element of the battery after discharge.
 - d. Verify that measurements are within manufacturer's specifications.
 - 4. Battery-Charger Tests: Verify specified rates of charge for both equalizing and float-charging conditions.
 - 5. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine-generator system before and during system operation. Check for air, exhaust, and fluid leaks.
 - 6. Exhaust-System Back-Pressure Test: Use a manometer with a scale exceeding 40-inch wg (120 kPa). Connect to exhaust line close to engine exhaust manifold. Verify that back pressure at full-rated load is within manufacturer's written allowable limits for the engine.
 - 7. Exhaust Emissions Test: Comply with applicable government test criteria.
 - 8. Voltage and Frequency Transient Stability Tests: Use recording oscilloscope to measure voltage and frequency transients for 50 and 100 percent step-load increases and decreases, and verify that performance is as specified.
 - 9. Harmonic-Content Tests: Measure harmonic content of output voltage under 25 percent and at 100 percent of rated linear load. Verify that harmonic content is within specified limits.
 - 10. Noise Level Tests: Measure A-weighted level of noise emanating from generator-set installation, including engine exhaust and cooling-air intake and discharge, at four locations on the property line, and compare measured levels with required values.
 - 11. Provide all fuel required for on-site acceptance tests.
- C. Coordinate tests with tests for transfer switches and run them concurrently.

- D. Test instruments shall have been calibrated within the last 12 months, traceable to standards of NIST, and adequate for making positive observation of test results. Make calibration records available for examination on request.
- E. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
- F. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
- G. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- H. Remove and replace malfunctioning units and reinspect and retest as specified above.
- I. Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.
- J. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- K. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each power wiring termination and each bus connection. Remove all access panels so terminations and connections are accessible to portable scanner.
 - 1. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan 11 months after date of Substantial Completion.
 - 2. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - 3. Record of Infrared Scanning: Prepare a certified report that identifies terminations and connections checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators. Refer to Division 01 Section, "Demonstration and Training."
 - 1. Train Owner's maintenance personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, and maintaining equipment.
 - 2. Review data in maintenance manuals. Refer to Division 01 Section "Contract Closeout".
 - 3. Review data in maintenance manuals. Refer to Division 01 Section "Operation and Maintenance Data".
 - 4. Schedule training with Owner, through Engineer, with at least seven days' advance notice.
 - 5. Provide a minimum of six (6) hours of instruction.

- B. Coordinate this training with that for transfer switches specified in Division 26 Section, "Transfer Switches".

END OF SECTION

DRAFT

DIVISION 26
SECTION 263600
TRANSFER SWITCHES
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SECTION 263600 - TRANSFER SWITCHES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes transfer switches rated 600 V and less, including the following:
 - 1. Automatic transfer switches.
- B. Related Requirements:
 - 1. Division 26 Section, "Engine Generators" for engine generators serving transfer switches.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, weights, operating characteristics, furnished specialties, and accessories.
- B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.
 - 1. Single-Line Diagram: Show connections between transfer switch, power sources, and load.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer.
- B. Field quality-control reports as specified herein.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section, "Operation and Maintenance Data," include the following:
 - 1. Features and operating sequences, both automatic and manual.
 - 2. List of all factory settings of relays; provide relay-setting and calibration instructions, including software, where applicable.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Maintain a service center capable of providing training, parts, and emergency maintenance repairs within a response period of less than four hours from time of notification.
- B. Source Limitations: Obtain automatic transfer switches through one source from a single manufacturer.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with NEMA ICS 1.
- E. Comply with NFPA 70.
- F. Comply with NFPA 110, for transfer switches served by emergency generators.
- G. Comply with UL 1008 unless requirements of these Specifications are stricter.

1.7 PROJECT CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
 - 1. Notify Engineer and Owner no fewer than five days in advance of proposed interruption of electrical services.
 - 2. Do not proceed with interruption of electrical service without Engineer's and Owner's written permission.
- B. Environmental Conditions: Transfer Switches shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 - 1. Ambient Temperature: Minus 15 to plus 40 deg C.
 - 2. Relative Humidity: 0 to 95 percent.
 - 3. Altitude: Sea level to 1000 feet (300 m).

1.8 COORDINATION

- A. Coordinate size and location of concrete bases for pad-mounted and floor-mounted transfer switches. Cast anchor-bolt inserts into bases.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of transfer switches and associated auxiliary components that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

1.10 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, provide 60 months' full maintenance by skilled employees of manufacturer's designated service organization. Include quarterly exercising to check for proper starting, load transfer, and running under load. Include routine preventive maintenance as recommended by manufacturer and adjusting as required for proper operation. Provide parts and supplies same as those used in the manufacture and installation of original equipment.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Kohler Power Systems; Generator Division. (Basis of Design)
 - 2. Caterpillar; Engine Div.
 - 3. Emerson; ASCO Power Technologies, LP.
 - 4. Generac Power Systems, Inc.
 - 5. GE Zenith Controls.
 - 6. Onan/Cummins Power Generation; Industrial Business Group.
 - 7. Russelectric, Inc.
 - 8. Spectrum Detroit Diesel.

2.2 TRANSFER-SWITCH PRODUCT GENERAL REQUIREMENTS

- A. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer, including tungsten filament lamp loads not exceeding 30 percent of switch ampere rating, unless otherwise indicated.
- B. Tested Fault-Current Closing and Withstand Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.
 - 1. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.
- C. Solid-State Controls: Repetitive accuracy of all settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.

- D. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- E. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions.
- F. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
 - 1. Limitation: Switches using molded-case switches or circuit breakers or insulated-case circuit-breaker components are not acceptable.
 - 2. Switch Action: Double throw; mechanically held in both directions.
 - 3. Contacts: Silver composition or silver alloy for load-current switching. Conventional automatic transfer-switch units, rated 225 A and higher, shall have separate arcing contacts.
- G. Neutral Switching. Where four-pole switches are indicated, provide neutral pole switched simultaneously with phase poles.
- H. Neutral Terminal: Solid and fully rated, unless otherwise indicated.
- I. Heater: Equip switches exposed to outdoor temperatures and humidity, and other units indicated, with an internal heater. Provide thermostat within enclosure to control heater.
- J. Battery Charger: For generator starting batteries.
 - 1. Float type rated 10 A.
 - 2. Ammeter to display charging current.
 - 3. Fused ac inputs and dc outputs.
- K. Annunciation, Control, and Programming Interface Components: Devices at transfer switches for communicating with remote programming devices, annunciators, or annunciator and control panels shall have communication capability matched with remote device.
- L. Factory Wiring: Train and bundle factory wiring and label, consistent with Shop Drawings, either by color-code or by numbered or lettered wire and cable tape markers at terminations. Color-coding and wire and cable tape markers are specified in Division 26 Section "Electrical Identification."
 - 1. Designated Terminals: Pressure type, suitable for types and sizes of field wiring indicated.
 - 2. Power-Terminal Arrangement and Field-Wiring Space: Suitable for top, side, or bottom entrance of feeder conductors as indicated.
 - 3. Control Wiring: Equipped with lugs suitable for connection to terminal strips.

- M. Enclosures: General-purpose NEMA 250, complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

- 1. Type 1 for dry interior locations.
- 2. Type 3R for damp or wet locations.

2.3 AUTOMATIC TRANSFER SWITCHES

- A. Comply with NFPA 110 requirements for emergency power supply system level specified in Division 26 Section, "Engine Generators".
- B. Switching Arrangement: Double-throw type, incapable of pauses or intermediate position stops during normal functioning, unless otherwise indicated.
- C. Manual Switch Operation: Under load, with door closed and with either or both sources energized. Transfer time is same as for electrical operation. Control circuit automatically disconnects from electrical operator during manual operation.
- D. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts operates in advance of retransfer to normal source. Interval is adjustable from 1 to 30 seconds.
- E. Digital Communication Interface: Matched to capability of remote annunciator or annunciator and control panel.
- F. In-Phase Monitor: Factory-wired, internal relay controls transfer so it occurs only when the two sources are synchronized in phase. Relay compares phase relationship and frequency difference between normal and emergency sources and initiates transfer when both sources are within 15 electrical degrees, and only if transfer can be completed within 60 electrical degrees. Transfer is initiated only if both sources are within 2 Hz of nominal frequency and 70 percent or more of nominal voltage.
- G. Programmed Switch Neutral Position: Switch operator has a programmed neutral position arranged to provide a midpoint between the two working switch positions, with an intentional, time-controlled pause at midpoint during transfer. Pause is adjustable from 0.5 to 30 seconds minimum and factory set for 0.5 second, unless otherwise indicated. Time delay occurs for both transfer directions. Pause is disabled unless both sources are live.
- H. Automatic Transfer-Switch Features:
 - 1. Undervoltage Sensing for Each Phase of Normal Source and Alternate Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage shall be adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
 - 2. Adjustable Time Delay: For override of normal-source voltage sensing to delay transfer and engine start signals. Adjustable from zero to six seconds, and factory set for one second.

3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.
4. Time Delay for Retransfer to Normal Source: Adjustable from 0 to 30 minutes, and factory set for 10 minutes to automatically defeat delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.
5. Retransfer Delay Bypass: Momentary position to bypass transfer and re-transfer time delay
6. Test Switch: Simulate normal-source failure.
7. Switch-Position Pilot Lights: Indicate source to which load is connected.
8. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.
 - a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
 - b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."
9. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
10. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.
11. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
12. Engine Shutdown Contacts: Time delay adjustable from zero to five minutes, and factory set for five minutes. Contacts shall initiate shutdown at remote engine-generator controls after retransfer of load to normal source.
13. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods are adjustable from 10 to 30 minutes. Factory settings are for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:
 - a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
 - b. Push-button programming control with digital display of settings.
 - c. Integral battery operation of time switch when normal control power is not available.

2.4 SOURCE QUALITY CONTROL

- A. Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Wall-mounted Switches: Anchor to wall by bolting.
 - 1. Design each fastener and support to carry load indicated by manufacturer. See Division 26 Section "Hangers and Supports."
- B. Floor-Mounted Switches: Anchor to floor by bolting.
 - 1. Concrete Bases: 4 inches (100 mm) high, reinforced, with chamfered edges. Extend base no more than 4 inches (100 mm) in all directions beyond the maximum dimensions of switch, unless otherwise indicated or unless required for seismic support. Construct concrete bases according to Division 26 Section "Hangers and Supports."
- C. Annunciator and Control Panel Mounting: Flush in wall, unless otherwise indicated.
- D. Identify components according to Division 26 Section "Electrical Identification."
- E. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

3.2 CONNECTIONS

- A. Wiring to Remote Components: Match type and number of cables and conductors to control and communication requirements of transfer switches as recommended by manufacturer. Increase raceway sizes at no additional cost to Owner if necessary to accommodate required wiring.
- B. Ground equipment according to Division 26 Section "Grounding and Bonding."
- C. Connect wiring according to Division 26 Section "Conductors and Cables."

3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.

2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 3. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Include external annunciation and control circuits. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.
 - a. Check for electrical continuity of circuits and for short circuits.
 - b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.
 - c. Verify that manual transfer warnings are properly placed.
 - d. Perform manual transfer operation.
 4. After energizing circuits, demonstrate interlocking sequence and operational function for each switch at least three times.
 - a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
 - b. Simulate loss of phase-to-ground voltage for each phase of normal source and each phase of alternate source.
 - c. Verify time-delay settings.
 - d. Verify pickup and dropout voltages by data readout or inspection of control settings.
 - e. Test bypass/isolation unit functional modes and related automatic transfer-switch operations.
 - f. Perform contact-resistance test across main contacts and correct values exceeding 500 microhms and values for 1 pole deviating by more than 50 percent from other poles.
 - g. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
 5. Ground-Fault Tests: Coordinate with testing of ground-fault protective devices for power delivery from both sources.
 - a. Verify grounding connections and locations and ratings of sensors.
- C. Coordinate tests with tests of generator and run them concurrently.
- D. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- E. Remove and replace malfunctioning units and retest as specified above.
- F. Prepare test and inspection reports.
- G. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each switch. Remove all access panels so joints and connections are accessible to portable scanner.

1. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switch 11 months after date of Substantial Completion.
2. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
3. Record of Infrared Scanning: Prepare a certified report that identifies switches checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.4 CLEANING

- A. After completing equipment installation, inspect unit components. Remove paint splatters and other spots, dirt, and debris. Repair damaged finish to match original finish.
- B. Clean equipment internally, on completion of installation, according to manufacturer's written instructions.

3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment as specified below. Refer to Division 01 Section, "Demonstration and Training."
 1. Train Owner's maintenance personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, and maintaining equipment.
 2. Review data in maintenance manuals. Refer to Division 01 Section, "Contract Closeout".
 3. Review data in maintenance manuals. Refer to Division 01 Section, "Operation and Maintenance Data".
 4. Schedule training with Owner, through Engineer, with at least seven days' advance notice.
 5. Provide a minimum of four hours of instruction.
- B. Coordinate this training with that for generator equipment specified in Division 26 Section, "Engine Generators".

END OF SECTION 263600