PROJECT MANUAL

ISSUED FOR MY MARKETPLACE

TETRA TECH
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Delaware Technical Community College

ELEVATOR REPLACEMENT & UPGRADES

DELAWARE TECHNICAL COMMUNITY COLLEGE
WEST BLDG-ORLANDO J GEORGE JR. CAMPUS

WILMINGTON, DELAWARE

200-35157-17001
September 15, 2017

ELEVATOR REPLACEMENT & UPGRADES
AT THE
DELAWARE TECHNICAL COMMUNITY COLLEGE
WILMINGTON, DELAWARE

PROJECT TEAM

OWNER'S REPRESENTATIVE: John Fogelgren Jr
Director of Administrative Services
Delaware Technical Community College
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Wilmington, Delaware 19801

OWNER: Delaware Technical Community College
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INVITATION TO BID

Sealed bids for Delaware Technical Community College's "George Campus, West Building **Elevator Renovations**" Bid No. DTCC17004-GCELE, will be received by the Delaware Technical & Community College's – George Campus, West Building, 300 Orange St., Wilmington, Delaware, **until 2:00 p.m. local time on, November 14, 2017** at which time they will be publicly opened and read aloud in the Conference Room. Bidder bears the risk of late delivery. Any bids received the stated time will be returned unopened.

Project involves the renovation and replace of two elevators

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

A **MANDATORY** Pre-Bid Meeting will be held on October 20, 2017, at 2:00 pm at the George Campus, West Building in Room 056 for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to the Delaware Technical & Community College, George Campus, West Building, 300 Orange Street, Wilmington DE 19801. The outer envelope should clearly indicate: "BID NUMBER DTCC17004-GCELE, George Campus, West Building **Elevator Renovations** – SEALED BID DO NOT OPEN."

The Contract Documents (specifications and drawings) may be purchased at Tetra Tech Architects and Engineers, 240 Continental Drive, Suite 200, Newark, DE 19713. The contract documents are $50 per set, nonrefundable. Make checks out to Tetra Tech.

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

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INSTRUCTION TO BIDDERS

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ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

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

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

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

1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).

1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.

1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.

1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.

1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.

1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.

1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

2.1 PRE-BID MEETING

2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.

2.2 By submitting a Bid, the Bidder represents that:

2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.

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

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

2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.

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

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

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

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

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

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

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

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

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.

3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.

3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It

shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.

3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.

3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.

4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.

4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).

4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.

4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.

4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.

4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.

4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.

4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.

4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

4.1.11 Each bidder shall include in their bid a copy of a valid Delaware Business License.'

4.1.12 Each bidder shall include signed Affidavit(s) for the Bidder and each listed Subcontractor certifying compliance with OMB Regulation 4104- "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

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

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

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

4.3 SUBCONTRACTOR LIST

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

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

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

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

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

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

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

4.6 SUBMISSION OF BIDS

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

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

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

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

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

4.7 MODIFICATION OR WITHDRAW OF BIDS

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

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

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

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

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

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

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

5.2 COMPARISON OF BIDS

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

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

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

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

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

5.3 DISQUALIFICATION OF BIDDERS

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

A. The Bidder's financial, physical, personnel or other resources including Subcontracts;

B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;

C. The Bidder's written safety plan;

D. Whether the Bidder is qualified legally to contract with the State;

E. Whether the Bidder supplied all necessary information concerning its responsibility; and,

F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.

5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."

5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.

5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.

5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.

5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.

5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.

6.2 BUSINESS DESIGNATION FORM

6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

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

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

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

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

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

END OF SECTION

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SECTION 00 22 14

ADDITIONAL INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 GENERAL PROVISIONS

A. The provisions of Division 00 herein shall govern in any conflict between Division 00 and other provisions of this Project Manual.

1.02 QUALIFICATION OF BIDDERS

A. The Prime Contractor for this project shall be either an Electrical or General Contractor whose qualifications and reputation are satisfactory to the Owner and Engineer.

B. The Prime Contractor shall be a Contractor who holds a General, Electrical or Fire Alarm Installer license in New Castle County, Delaware and the State of Delaware at the time that bids are taken for this project.

C. The Prime Contractor shall perform at least 10% of the total contract with their own forces, exclusive of general condition items, the purchasing of equipment or material, administrative costs, overhead and profit.

1.03 DEFINITIONS

A. OWNER as defined herein is the Delaware Technical Community College.

B. TENANT as defined herein is Delaware Technical Community College.

C. ARCHITECT/ENGINEER as defined wherever in Project Manual is Tetra Tech Inc., 240 Continental Drive, Suite 200, Newark, DE 19713. Telephone: 302-738-7551, Fax 302-454-5989, or email: Tim.Skibicki@tetratech.com

1.04 BID FORM

A. All names must be typed or printed below the signature.

B. The Bid shall contain an acknowledgment of receipt of all Addenda by number and date.

1.05 CONTRACT TIME

A. The timing of work to be performed under this contract is critical and set forth in detail in the Contract Documents.

1.06 REPRESENTATION OF BIDDERS

A. Before submitting their Bid, each Bidder shall thoroughly review Contract Documents prior to visiting site, take Contract Documents to site during scheduled building tour, and thoroughly explore, to any extent necessary, existing conditions as relating to fulfilling the requirements of this Contract.

B. Bidders requiring access to the facility must make prior arrangements and be prepared to identify themselves satisfactorily (picture ID) before obtaining access.

C. If discrepancies are noted between requirements of Contract Documents and existing conditions or ambiguity, inconsistency or error are determined in Contract Documents, Bidder shall so indicate to Engineer prior to seven (7) days before Bid Date and clarification will be issued in the form of Addenda.

D. The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of Representation of Bidders Article and that their bid is based upon the contents of the Contract Documents without exception.

1.07 INTERPRETATIONS

A. All questions about the meaning or intent of the Contract Documents or requests for substitutions shall be submitted to the Engineer in writing and shall be in Architect/Engineer's office seven (7) days before Bid Date.

B. Replies will be in the form of numbered and dated Addenda mailed or delivered to all parties recorded by Engineer as having received the Contract Documents.

C. Only the contents of formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal validity.

D. Prior to submitting their bid, each Bidder shall ascertain that they have received all Addenda issued and shall acknowledge receipt in their bid.

1.08 SUBSTITUTIONS

A. Bids shall be submitted only on the basis of materials, products or equipment specified in the specifications, on the drawings, or as named by Addendum issued prior to bid date and pursuant to requests for approval.

B. Materials, products or equipment specified in these specifications or on the drawings, are specified for the purpose of establishing a standard of quality, cost, design and function. It is not the intent to limit the acceptance of materials, products or equipment specified but rather to name or describe a material, product or piece of equipment as the absolute minimum standard that is desired and acceptable. Where proprietary names are used, whether or not followed by the words "or approved substitute" or "or equivalent equal", they shall be subject to equals only as approved by the Engineer prior to the date for receipt of bids.

C. No substitutions shall be considered unless written requests are submitted to the Engineer for approval ten (10) days prior to the date for receipt of bids. Such requests shall be from a Prime Contractor and shall include a complete description of the proposed substitute, documentary proof of equal or superior quality, drawings or catalog cuts clearly marking the

models or lines, sample of materials, performance and test data, jobs completed locally within the past five years and any other data or information necessary for a complete evaluation.

D. Approved substitutions will be set forth by Addenda to alert all bidders.

E. The contract documents have been prepared to provide for the incorporation of at least one of the specified items or assemblies of every category of materials, products or pieces of equipment. In the event that incorporation of a substituted item or assembly into the work will require revisions or additions to the contractual requirements of the Prime Contractor or any of their Sub-Contractors, the Prime Contractor or Sub-Contractor electing to use such item or assembly shall bear the cost of such revisions or additions to the work of all trades at no change in the contract sum.

F. If no prospective bidder has elected to obtain approval by the means described above, the Owner has no obligation, after award of contract, to consider any brand other than those named in the contract documents.

G. A substitution submitted by a Contractor or Sub-Contractor after the award of contract, for reason that a product is not available will not be permitted unless proof is submitted that a firm order was placed within 30 days after Notice of Award to the Prime Contractor. If an order was placed as stated, and the product is not available, the Contractor shall have the substitute product approved by the Owner and Architect/Engineer.

1.09 WAGE RATES

A. The schedule of prevailing wage rates is included in the Contract Documents under Section 00 73 46.

1.10 START OF WORK

A. The time of completion of this Contract has been established on the basis that the Contractor shall start work within ten (10) days following receipt of an official State of Delaware Purchase Order and it is agreed that work shall accordingly be commenced on that day.

1.11 TABLES OF CONTENTS

A. TABLE OF CONTENTS are included with this Project Manual for reference only and are not part thereof.

B. The Engineer does not guarantee the accuracy of the Table of Contents or the inclusion or exclusion of any category of the work.

C. In case of discrepancy between Table of Contents and the documents bound herein, the bound documents will govern.

1.12 COST OF CONTRACT DOCUMENTS

A. Refer to ADVERTISEMENT FOR BIDS herein.

B. Documents may be obtained at the offices of the Architect/Engineer Tetra Tech, 240 Continental Drive, Suite 200, Newark, DE 19713, upon payment of a non-refundable deposit of $100.00. Checks shall be made payable Tetra Tech, Inc.

C. Documents may be examined at the offices of the Architect/Engineer, Tetra Tech Inc., 240 Continental Drive, Suite 200, Newark, DE 19713.

END OF SECTION

SECTION 00 31 13

PROJECT SCHEDULE

1.1 PROJECT SCHEDULE

A. This Document with its referenced attachments is part of the Contract Documents. The start and finish dates shown on the schedule are subject to change, but the construction duration days are a requirement of the project. The schedule duration days are business days.

B. Available Project information includes the following:

1. Project Schedule (attached).

C. Project schedule includes construction milestones as appended to this Document. Related Requirements:

1. Section 011000 "Summary" for phased construction requirements.
2. Section 013200 "Construction Progress Documentation" for Contractor's construction schedule requirements.

END OF SECTION

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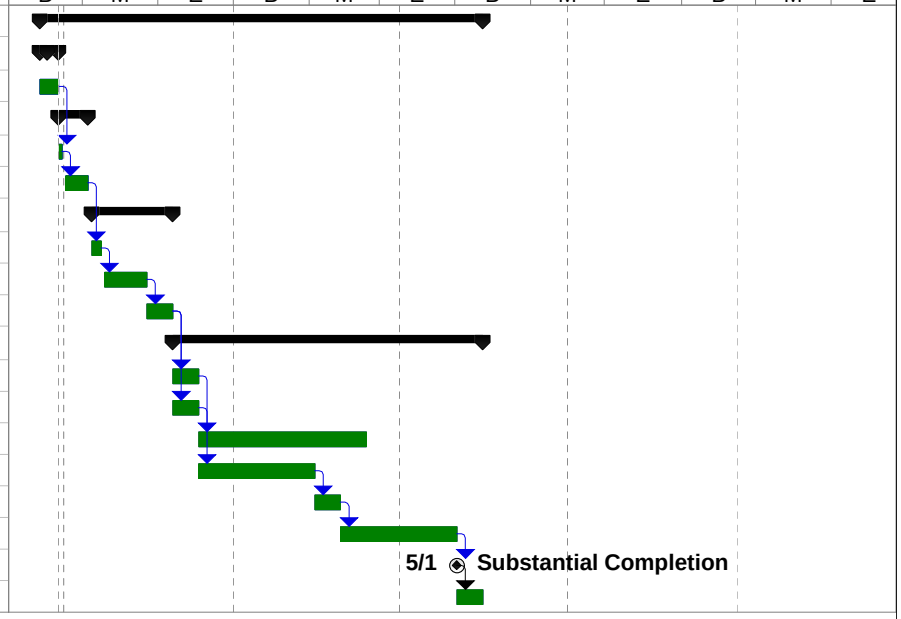
PROJECT SCHEDULE

George Campus
West Building Elevators

September 28, 2017

ID	Task Name	Duration	Start	Finish	Predece
0	**West Building Elevator Schedule**	**172 days**	**Mon 9/18/17**	**Tue 5/15/18**	
1	**Final Design Submission**	**4 days**	**Mon 9/18/17**	**Thu 9/21/17**	
2	Bidding Document	8 days	Mon 9/18/17	Wed 9/27/17	
3	**GSS website/ advertise**	**12 days**	**Thu 9/28/17**	**Fri 10/13/17**	
4	Submit Documents to GSS	2 days	Thu 9/28/17	Fri 9/29/17	2
5	Posted to GSS Website	10 days	Mon 10/2/17	Fri 10/13/17	4
6	**Bidding/ Negotiation Phase**	**32 days**	**Mon 10/16/17**	**Tue 11/28/17**	
7	Pre-bid meeting	5 days	Mon 10/16/17	Fri 10/20/17	5
8	Bid Opening	17 days	Mon 10/23/17	Tue 11/14/17	7
9	Contract Period	10 days	Wed 11/15/17	Tue 11/28/17	8
10	**Construction Phase**	**120 days**	**Wed 11/29/17**	**Tue 5/15/18**	
11	Permit	10 days	Wed 11/29/17	Tue 12/12/17	9
12	Submittal Phase	10 days	Wed 11/29/17	Tue 12/12/17	9
13	Equipment Delivery	65 days	Wed 12/13/17	Tue 3/13/18	12
14	Elevator One Construction	45 days	Wed 12/13/17	Tue 2/13/18	11
15	Two Week Buffer	10 days	Wed 2/14/18	Tue 2/27/18	14
16	Elevator Two Construction	45 days	Wed 2/28/18	Tue 5/1/18	15
17	Substantial Completion	0 days	Tue 5/1/18	Tue 5/1/18	16
18	Final Completion	10 days	Wed 5/2/18	Tue 5/15/18	17



Summary		Construction		Manual Task		Start-only	
Milestone		Inactive Task		Duration-only		Finish-only	
Tetra Tech		Inactive Milestone		Manual Summary Rollup			
DFM/ OMB		Inactive Summary		Manual Summary			

ELEVATOR REPLACEMENT & UPGRADES
AT THE
WEST BUILDING – ORLANDO J. GEORGE JR. CAMPUS
DELAWARE TECHNICAL COMMUNITY COLLEGE
300 N. ORANGE ST.
WILMINGTON, DE 19801

BID FORM

For Bids Due: November 14, 2017 at 2:00 pm

To: John Fogelgren Jr
Director of Administrative Services
Delaware Technical Community College
300 N. Orange St.
Wilmington, Delaware 19801

Name of Bidder: _____

Delaware Business License No.: _____ **Taxpayer ID No.:** _____
(A copy of Bidder's Delaware Business License must be attached to this form.)

(Other License Nos.): _____

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

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

$_____
($)

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DELAWARE TECHNICAL COMMUNITY COLLEGE
300 N. ORANGE ST.
WILMINGTON, DE 19801

BID FORM

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

This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

ATTACHMENTS

Sub-Contractor List
Non-Collusion Statement
Affidavit(s) of Employee Drug Testing Program
Bid Security
(Others as Required by Project Manuals)

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WILMINGTON, DE 19801

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor **must be listed for each category** where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, **it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.** This form must be filled out completely with no additions or deletions. **Note that all subcontractors listed below must have a signed Affidavit of Employee Drug Testing Program included with this bid.**

Subcontractor Category	Subcontractor	Address (City & State)	Subcontractors tax payer ID # or Delaware Business license #
1. Elevator Contractor			
2. Mechanical			
3. Electrical			
4.			
5.			
6.			
7.			

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WILMINGTON, DE 19801

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date *(to the Office of Management and Budget, Division of Facilities Management)*.

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

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

ELEVATOR REPLACEMENT & UPGRADES
AT THE
WEST BUILDING – ORLANDO J. GEORGE JR. CAMPUS
DELAWARE TECHNICAL COMMUNITY COLLEGE
300 N. ORANGE ST.
WILMINGTON, DE 19801

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____day of _____ 20_____.

My Commission expires _____. NOTARY PUBLIC _____.

<u>THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.</u>

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

BID BOND

KNOW ALL MEN BY THESE PRESENTS That: _____ _____of _____ in the County of _____ _____and State of _____as **Principal**, and _____ _____ of _____ in the County of _____ and State of _____ as **Surety**, legally authorized to do business in the State of Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____ _____ Dollars ($_____), or _____ percent not to exceed _____ _____ Dollars ($_____) of amount of bid on Contract No. _____, to be paid to the **State** for the use and benefit of _____ (***insert State agency name***) for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE
Presence of

_____
Name of Bidder (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____

_____
Title

_____
Name of Surety

Witness:_____

By: _____

_____
Title

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SECTION 00 52 13

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

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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.

Init.
/

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User Notes:

(1767008047)

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.)

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User Notes:
(1767008047)

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

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

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

Item	Units and Limitations	Price Per Unit ($0.00)

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

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

5.1.3 Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later tha n 30 days after the Owner receives the valid application for payment.

(Paragraphs deleted)
§

§ 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.

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§ **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.

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(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

[X] Other *(Specify)*

Any remedies available in law or in equity.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

Section	Title	Date	Pages

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

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

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

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents

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

See DTCC AIA A101 Amendment (attached)

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)*

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SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007

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

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

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

"Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment."

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.2 Insert the following:

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

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

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

END OF SECTION

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

_____

The parties hereby agree and reaffirm that the AIA Document A101 – 2007 "Standard Form of Agreement between Owner and Contractor" between Delaware Technical and Community College ("Owner") and_____, a _____ corporation ("Contractor"), dated _____ ___, 201_, shall govern this transaction as supplemented and amended herein ("Contract Documents"). At times Owner and Contractor shall be collectively referred to the "Parties".

The parties expressly agree to enter into this amendment ("Amendment") which shall govern in the event of a conflict between the terms of the Contract Documents or any document referenced or incorporated therein, and that any contrary provision of any such document shall be superseded hereby. The parties agree to this Amendment as follows:

1. Contractor represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working primarily for the firm offering professional services, to solicit or secure this agreement, and that he has not been paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement;

2. All provisions of the Bid Package and Project manual are incorporated herein by reference as though fully set forth. In the event of a conflict between any provision of the Bid Package or Project Manual and the bid or proposal submitted by Contractor, the Bid Package and Project Manual shall control.

3. §3.3 is amended to require substantial completion of all construction not later than _____ days from the commencement of construction. Time is of the essence.

4. In the event the attached contract or aggregate of contracts is in excess of $500,000 for new construction (including painting and decorating) or $45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of buildings or works) and requires or involves the employment of mechanics and/or laborers, then the minimum wages to be paid to the various classes of laborers and mechanics shall be based upon greater of the Davis-Bacon Wage Rates (if the project is federally funded) or the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

5. Contractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than the prevailing wages, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics, and shall provide sworn payroll information, as required by the Department of Labor, on a weekly basis.

6. All changes to the scope of construction shall be authorized in writing by Owner in advance. Owner shall not be liable for payment of any change order that has not received prior written authorization. The cost of any change order shall be set forth therein. If no such provision is set forth in the change order, then the cost to the Owner shall be the Contractor's costs for wages, labor costs other than wages, wage taxes, materiel, equipment rentals, insurance and subcontracts attributable to the additional activity plus a reasonable sum for overhead and profit not to exceed 5%;

7. Preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. Contractor shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section;

8. Contractor shall not substitute another subcontractor for any subcontractor whose name was set forth in the statement which accompanied the bid without the written consent of Owner. Contractor shall pay a penalty equal to 150% of the amount of the proposal or subcontract submitted by the subcontractor identified in the accompanying statement for violating this paragraph.

9. Payments are due 30 days after receipt of a valid Application for Payment. Payments due and unpaid after 30 days shall bear simple interest at the rate of 1 percent per month not greater than 12% annual percentage rate;

10. Final payment shall not be due until all non-conforming work has been corrected and all other provisions of the agreement have been met, including, but not limited to, all reporting requirements. Furthermore, a written release of mechanics' liens signed by all persons who would otherwise be entitled to avail themselves of the provisions of Chapter 27 of Tile 25 of the Delaware Code, containing a notarized, verified certification signed by the Contractor that all of the persons signing the release constitute all of the persons who have furnished materials and performed labor in and for the construction, erection, building, improvement, alteration and repair to the date of the release and who would be entitled otherwise to file mechanics' liens claims shall be provided simultaneously with the receipt of final payment;

11. Owner may terminate this agreement or suspend work hereunder for any reason authorized by applicable Delaware law;

12. §6.2 is hereby deleted. The parties reserve all remedies available at law or equity for any dispute not resolved in accordance with §6.1;

13. § 10 is hereby deleted. Simultaneous with the execution of thethis contract, Contractor shall also execute a good and sufficient bond for the benefit of Owner, with corporate surety authorized to do business in this State, in a sum equal to 100% of the contract price and the bond form used shall be the standard form issued by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal and plans and specifications thereof, at the time and in the manner prescribed by the contract and the plans and specifications, including the payment in full, to every firm furnishing materiel or performing labor in the performance of the contract, of all sums of money due it for such labor or materiel. The bond shall also contain the Contractor's guarantee to indemnify and save harmless the Owner from all costs, damages and expenses growing out of or by reason of Contractor's failure to comply and perform the work and complete the contract in accordance with its terms. No firm or surety, in any action brought under 29 Del C §6962, or any successor law, or on the bond required by such statute, shall assert as a defense to such action the claim that the bond given contained a limitation or restriction not provided for by Chapter 69, Title 29 of the Delaware Code, the provisions of which are incorporated herein by reference as though fully set forth;

14. Owner shall have the right to terminate the contract upon receipt of notice from Contractor's surety that bond claims have been made or are anticipated to be made against Contractor on this or any other project of Contractor. If Owner elects to terminate the contract pursuant to this paragraph, it shall be deemed a termination for cause.

15. Owner may, when it considers that its interests so require, cause judgment to be confessed upon the bond. All sums received through confession of judgment shall be paid for the credit of the Owner to the Secretary of Finance;

16. Owner or any of its duly authorized representatives shall have access to any documents, books, papers, and records of Contractor (which are directly pertinent to a specific grant program) for the purpose of making an audit, examination, excerpts, and transcriptions. Contractor shall maintain all required records for at least three years after Owner makes final payment and all pending matters are closed;

17. Contractor shall submit a report to Owner not less frequently than monthly covering the general progress of the job and describing any problems or factors contributing to delay;

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

    The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation gender identity, pregnancy, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race,

creed, color, sex, sexual orientation, gender identity, pregnancy, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation or national origin.

19. The parties agree that this Agreement shall be governed by and construed pursuant to the laws of The State of Delaware, and that the Delaware courts shall have sole and exclusive jurisdiction of any dispute arising under this agreement. Furthermore, CONTRACTOR hereby agrees to accept service of process in any civil action arising out of this Agreement as set forth in Title 10, Chapter 31 of the Delaware Code, including but not limited to, by any form of certified mail addressed to CONTRACTOR.

IN WITNESS WHEREOF, the parties, through their acknowledged and duly authorized agents set forth below, have set their hand and seal on this indenture on this _____ day of _____, 201__.

Delaware Technical and Community College

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

(Contractor)

_____(Seal)
By:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PERFORMANCE BOND

Bond Number: _____

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

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

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

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

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

transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PAYMENT BOND

Bond Number: _____

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

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

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

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

SECTION 00 62 76

CHANGE ORDER AIA G701-2001

AIA Document G701™CMa–1992 is for implementing changes in the work agreed to by the owner, contractor, construction manager adviser, and architect. Execution of a completed AIA Document G701™–2001 indicates agreement upon all the terms of the change, including any changes in the Contract Sum (or Guaranteed Maximum Price) and Contract Time. It provides space for the signatures of the owner, contractor, construction manager adviser, and architect, and for a complete description of the change. The major difference between AIA Documents G701CMa–1992 and G701–2001 is that the signature of the construction manager adviser, along with those of the owner, architect and contractor, is required to validate the change order.

A draft copy of this document is included herein as follows

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AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:**	OWNER: ☐
	DATE:	ARCHITECT: ☐
TO CONTRACTOR *(Name and address)*:	**ARCHITECT'S PROJECT NUMBER:**	CONTRACTOR: ☐
	CONTRACT DATE:	FIELD: ☐
	CONTRACT FOR:	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 by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 0.00

The Contract Time will be by ( ) days.
The date of Substantial Completion as of the date of this Change Order therefore is

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

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

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

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SECTION 00 62 76

APPLICATION AND CERTIFICATE FOR PAYMENT AIA G702-1992

The Application and Certificate for Payment is as stated in the American Institute of Architects Document AIA G702 (1992 Edition) entitled Application and Certificate for Payment and is part of this project manual as if herein written in full.

A draft copy of this document is included herein as follows

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AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	**PROJECT:**	**APPLICATION NO:**	**Distribution to:**
		PERIOD TO:	OWNER: ☐
		CONTRACT FOR:	ARCHITECT: ☐
FROM CONTRACTOR:	**VIA ARCHITECT:**	**CONTRACT DATE:**	CONTRACTOR: ☐
		PROJECT NOS: / /	FIELD: ☐
			OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... $ _____

2. Net change by Change Orders ..... $ _____

3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... $ _____

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... $ _____

5. RETAINAGE:

a. _____ % of Completed Work
(Column D + E on G703) $ _____

b. _____ % of Stored Material
(Column F on G703) $ _____

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... $ _____

6. TOTAL EARNED LESS RETAINAGE ..... $ _____
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... $ _____
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... $

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) $ _____

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

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

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ _____

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

ARCHITECT:

By: _____ Date: _____

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

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User Notes: (2276849994)

SECTION 00 62 76

APPLICATION FOR PAYMENT CONTINUATION SHEET AIA G703 -1992

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction.

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

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AIA® Document G703™ – 1992

Continuation Sheet

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

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

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

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(3788070103)

SECTION 00 62 76

CERTIFICATE OF SUBSTANTIAL COMPLETION AIA G704 - 2000

AIA Document G704™–2000 is a standard form for recording the date of substantial completion of the work or a designated portion thereof. The contractor prepares a list of items to be completed or corrected, and the architect verifies and amends this list. If the architect finds that the work is substantially complete, the form is prepared for acceptance by the contractor and the owner, and the list of items to be completed or corrected is attached. In AIA Document G704–2000, the parties agree on the time allowed for completion or correction of the items, the date when the owner will occupy the work or designated portion thereof, and a description of responsibilities for maintenance, heat, utilities and insurance.

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

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AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):

PROJECT NUMBER: /
CONTRACT FOR:
CONTRACT DATE:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address):

TO CONTRACTOR:
(Name and address):

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

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

Warranty **Date of Commencement**

ARCHITECT	BY	DATE OF ISSUANCE

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

Cost estimate of Work that is incomplete or defective: $

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

CONTRACTOR	BY	DATE

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

OWNER	BY	DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

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User Notes: (2591405616)

SECTION 00 62 76

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AIA G706 - 1994

The contractor submits this affidavit with the final request for payment, stating that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the owner might be responsible has been paid or otherwise satisfied. AIA Document G706™–1994 requires the contractor to list any indebtedness or known claims in connection with the construction contract that have not been paid or otherwise satisfied. The contractor may also be required to furnish a lien bond or indemnity bond to protect the owner with respect to each exception.

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

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

TO OWNER: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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User Notes: (1078981934)

SECTION 00 62 76

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS AIA G706A - 1994

AIA Document G706A™–1994 supports AIA Document G706™–1994 in the event that the owner requires a sworn statement of the contractor stating that all releases or waivers of liens have been received. In such event, it is normal for the contractor to submit AIA Documents G706–1994 and G706A–1994 along with attached releases or waivers of liens for the contractor, all subcontractors, and others who may have lien rights against the owner's property. The contractor is required to list any exceptions to the sworn statement provided in G706A–1994, and may be required to furnish to the owner a lien bond or indemnity bond to protect the owner with respect to such exceptions.

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

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AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

TO OWNER: *(Name and address)*

CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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

CONTRACTOR: *(Name and address)*

BY: _____

(Signature of authorized representative)

_____

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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SECTION 00 62 76

CONSENT OF SURETY TO FINAL PAYMENT AIA G707 - 1994

AIA Document G707™–1994 is intended for use as a companion to AIA Document G706™–1994, Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the contractor is required to furnish a bond. By obtaining the surety's approval of final payment to the contractor and its agreement that final payment will not relieve the surety of any of its obligations, the owner may preserve its rights under the bond.

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

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AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR:	ARCHITECT: ☐
		CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

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

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

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

, OWNER,

as set forth in said Surety's bond.

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

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

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User Notes: (2340075428)

SECTION 00 62 76

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS AIA G710 -1992

AIA Document G710™–1992 is used by the architect to issue additional instructions or interpretations or to order minor changes in the work. It is intended to assist the architect in performing its obligations as interpreter of the contract documents in accordance with the owner/architect agreement and the general conditions of the contract for construction. AIA Document G710–1992 should not be used to change the contract sum or contract time. It is intended to help the architect perform its services with respect to minor changes not involving adjustment in the contract sum or contract time. Such minor changes are authorized under Section 7.4 of AIA Document A201™–2007.

A draft copy of this document is included herein as follows

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AIA® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT *(Name and address)*:

ARCHITECT'S SUPPLEMENTAL INSTRUCTION NO:

OWNER: ☐
ARCHITECT: ☐
CONSULTANT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

OWNER *(Name and address)*:

DATE OF ISSUANCE:

CONTRACT FOR:

FROM ARCHITECT *(Name and address)*:

CONTRACT DATE:

TO CONTRACTOR *(Name and address)*:

ARCHITECT'S PROJECT NUMBER:

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

DESCRIPTION:

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

ISSUED BY THE ARCHITECT:

(Signature) *(Printed name and title)*

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User Notes: (344800501)

SECTION 00 62 76

CONSTRUCTION CHANGE DIRECTIVE AIA G714 - 2007

AIA Document G714™–2007 is a directive for changes in the Work for use where the owner and contractor have not reached an agreement on proposed changes in the contract sum or contract time. AIA Document G714–2007 was developed as a directive for changes in the work which, if not expeditiously implemented, might delay the project. Upon receipt of a completed G714–2007, the contractor must promptly proceed with the change in the work described therein. NOTE: G714–2001 expired in 2009.

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

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AIA® Document G714™ – 2007

Construction Change Directive

PROJECT: *(Name and address)*	**DIRECTIVE NUMBER:** 001 **DATE:** **CONTRACT FOR:**	OWNER: ☐ ARCHITECT: ☐ CONSULTANT: ☐
TO CONTRACTOR: *(Name and address)*	**CONTRACT DATED:** **ARCHITECT'S PROJECT NUMBER:**	CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐

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

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - ☐ • Lump Sum decrease of $0.00
   - ☐ • Unit Price of $ per
   - ☐ • As provided in Section 7.3.3 of AIA Document A201-2007
   - ☐ • As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 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.

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

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

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SECTION 00 62 76

ACORD CERTIFICATE OF INSURANCE AIA G715-1991

AIA Document G715™–1991 is intended for use in adopting ACORD Form 25-S to certify the coverage required of contractors under AIA Document A201™–2007, General Conditions of the Contract for Construction. Since the ACORD certificate does not have space to show all the coverages required in AIA Document A201–2007, the Supplemental Attachment form should be completed, signed by the contractor's insurance representative, and attached to the ACORD certificate.

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

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AIA® Document G715™ – 1991

Supplemental Attachment for ACORD Certificate of Insurance 25-S

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

PROJECT *(Name and address)*:

INSURED _____

		Yes	No	N/A
A.	**General Liability**			
1.	Does the General Aggregate apply to this Project only?	☐	☐	☐
2.	Does this policy include coverage for:			
a.	Premises - Operations?	☐	☐	☐
b.	Explosion, Collapse and Underground Hazards?	☐	☐	☐
c.	Personal Injury Coverage?	☐	☐	☐
d.	Products Coverage?	☐	☐	☐
e.	Completed Operations?	☐	☐	☐
f.	Contractual Coverage for the Insured's obligations in A201?	☐	☐	☐
3.	If coverage is written on a claims-made basis, what is the:			
a.	Retroactive Date?			
b.	Extended Reporting Date?			
B.	**Worker's Compensation**			
1.	If the Insured is exempt from Worker's Compensation statutes, does the Insured carry the equivalent Voluntary Compensation coverage?	☐	☐	☐
C.	**Final Payment Information**			
1.	Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the requirements of Sections 9.10.2 and 11.1.3 of AIA Document A201, General Conditions of the Contract for Construction?	☐	☐	☐
2.	If so, and if the policy period extends beyond termination of the Contract for Construction, is Completed Operations coverage for this Project continued for the balance of the policy period?	☐	☐	☐
D.	**Termination Provisions**			
1.	Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days notice of cancellation and/or expiration? List below any policies which do not contain this notice.	☐	☐	☐
E.	**Other Provisions**			

_____
Authorized Representative

_____
Date of Issue

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User Notes: (43415021)

SECTION 00 72 13

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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

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

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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

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

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User Notes:

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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.

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§ 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

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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.

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

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§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

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§ 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

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

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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§ 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.

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§ 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

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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.

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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.

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§ 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

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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.

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§ 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.

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§ 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.

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§ 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.

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

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

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

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

§ **10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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

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

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

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§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE

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

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§ 11.3 PROPERTY INSURANCE

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

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

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

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

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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.

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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.

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§ 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.

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§ 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.

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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.

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SECTION 00 73 13

SUPPLEMENTARY GENERAL CONDITIONS A201-2007

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

TABLE OF ARTICLES

1. GENERAL PROVISIONS

2. OWNER

3. CONTRACTOR

4. ADMINISTRATION OF THE CONTRACT

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6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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12. UNCOVERING AND CORRECTION OF WORK

13. MISCELLANEOUS PROVISIONS

14. TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

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

Add the following Paragraph:

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

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

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

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

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

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

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

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

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

Delete Paragraph 1.5.2 in its entirety.

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

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

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

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

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

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

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

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

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.

3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.

3.5 WARRANTY

Add the following Paragraphs:

3.5.1 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two (2) years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.

3.5.2 Defects appearing during the period of guarantee will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.

3.5.3 In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the two (2) years as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.

3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

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

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

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

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

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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

Add the following Paragraph:

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

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

ARTICLE 5: SUBCONTRACTORS

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

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

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Paragraph 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

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

ARTICLE 7: CHANGES IN THE WORK

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

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

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

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

8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Paragraph:

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

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

8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1 shall be the

Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

9.2.1 The Schedule of Values shall be submitted using AIA Document G702 and Continuation Sheet to G703.

9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1% of the initial contract amount.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

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

Add the following Paragraphs:

9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.

9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION
Add the following to 9.5.1:

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

9.6 PROGRESS PAYMENTS

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

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

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3- Add the following sentence:

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

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

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

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

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

10.5 Delete Paragraphs 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

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

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

11.4 PERFORMANCE BOND AND PAYMENT BOND

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION
Add the following Paragraph:

12.2.2.1.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the

Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

12.2.2.1 Strike “one” and insert “two”.

12.2.2.2 Strike “one” and insert “two”.

12.2.2.3 Strike “one” and insert “two”.

12.2.5 In second sentence, strike “one” and insert “two”.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

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

13.6 INTEREST

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

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

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

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 in its entirety.

15.2 INITIAL DECISION

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

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

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

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

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

15.4 ARBITRATION

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

END OF SECTION

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SECTION 00 73-14

ADDITIONAL SUPPLEMENTAL GENERAL CONDITIONS

PART 1 GENERAL

1.01 GENERAL CONDITIONS

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

B. Reference to Articles herein are to AIA Document A201.

1.02 SUPPLEMENTARY CONDITIONS

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

1.03 REFERENCE TO DIVISION 1 - GENERAL REQUIREMENTS

A. Certain provisions of Division 1, GENERAL REQUIREMENTS supplement the administrative and work-related provisions of the GENERAL CONDITIONS.

B. Articles affected are cross referenced in the various sections of Division 1.

C. Throughout the entire document, wherever "Architect" is stated, read "Engineer".

1.04 ARTICLE 1 - CONTRACT DOCUMENTS

A. Paragraph 1.1 - Basic Definitions

Add the following subparagraph:

1.1.8 Terms and Definitions

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

Approved: Accepted by the Engineer or authority enforcing standards.

Described: Refer to Project Manual.

Specified: Refer to Project Manual.

Shown: Refer to Drawings.

1.05 ARTICLE 3 - CONTRACTOR

A. Paragraph 3.4 - Labor and Materials

Subparagraph 3.4.1 - Add the following sentence:

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

Subparagraph 3.4.2 - Add the following sentence:

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

B. Paragraph 3.7 - Permits, Fees and Notices

Add the following:

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

1.06 ARTICLE 5 - SUBCONTRACTORS

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

Add the following subparagraphs:

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

1.07 ARTICLE 8 - TIME

A. Paragraph 8.1.2

Add the following:

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

1.08 ARTICLE 11 - INSURANCE

A. Paragraph 11.5 - Performance Bond and Payment Bond

Add the following subparagraphs:

11.5.3 Prior to delivery of the executed contract, the Contractor must deliver to the Owner an executed performance bond in the amount of 100% of the accepted bid as security

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

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

1.09 ARTICLE 15 - PREFERENCE FOR DELAWARE LABOR

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

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

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

1. The single contract or subcontract totals $20,000 or more; <u>or</u>

2. The contract or sub-contract is a “cost-plus” contract whose estimated cost - and - profit totals $20,000 or more; <u>or</u>

3. The aggregate of two or more contracts or subcontracts in a calendar year totals $20,000 or more.

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

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

For licensing requirements, penalties, definitions, information filing and other requirements, bidders shall refer to Technical Information Memorandum 86-10 and

Code Sections 375, 2501 and 2503. For additional information, contact 1-800-292-7826.

1.10 ARTICLE 16 - LICENSE, TAX AND STATE LAW REQUIREMENTS

A. 16.1 In the performance of this Contract the successful bidder is required to comply with all applicable Federal, State and Local laws, ordinances, codes and regulations. The cost of permits, insurance, taxes and other relevant costs required in the performance of the Contract shall be borne by the successful bidder. All Delaware Laws in reference to construction shall be as binding as though quoted in full herein and their application shall be fully adhered to by all parties affected hereby. The Contractor shall furnish upon request any or all of the referenced items.

B. 16.2 All bidders shall be properly licensed and authorized to transact business in the State of Delaware as provided for in the Delaware Code Title 30, Chapter §2502 and in any and all Delaware Municipalities having jurisdiction to require such licensing within the geographic boundaries of the site (s) where the work is to be performed prior to the execution of any contract resulting from this bid. In the case of contracts in excess of $50,000.00 which are competitively bid, such person shall have initiated the license application procedure required by this subsection with the Division of Revenue prior to, or in conjunction with, the submission of a bid on a contract, or in the case of a subcontractor, prior to the submission of a bid by the general contractor. Proof of such a license compliance shall be as determined by the Owner or their designee.

C. 16.3 All bidders for public works projects shall insure that they have met all general contractor and/or subcontractor licensing requirements in accord with the requirement of Title 29 Chapter 6962 prior to submitting a bid.

1.11 ARTICLE 19 - INDEMNIFICATION BY THE CONTRACTOR AND SUBCONTRACTORS

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

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

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

19.2 **INDEMNIFICATION BY THE SUBCONTRACTORS**

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

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

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

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

END OF SECTION

SECTION 00 73 46

DELAWARE PREVAILING WAGE RATES

State of Delaware, Department of Labor, Prevailing Wages. Provided in accordance with Delaware's Prevailing Wage Regulations.

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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, 2017

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	22.86	28.16	40.98
BOILERMAKERS	68.44	34.72	51.05
BRICKLAYERS	51.99	51.99	51.99
CARPENTERS	53.81	53.81	42.77
CEMENT FINISHERS	72.28	46.71	22.17
ELECTRICAL LINE WORKERS	45.47	38.99	29.73
ELECTRICIANS	66.85	66.85	66.85
ELEVATOR CONSTRUCTORS	90.49	64.49	31.94
GLAZIERS	71.20	71.20	56.66
INSULATORS	55.48	55.48	55.48
IRON WORKERS	62.85	62.85	62.85
LABORERS	44.70	44.70	44.70
MILLWRIGHTS	69.18	69.18	55.75
PAINTERS	48.47	48.47	48.47
PILEDRIVERS	75.27	39.35	31.83
PLASTERERS	29.84	29.84	22.12
PLUMBERS/PIPEFITTERS/STEAMFITTERS	65.95	51.49	57.01
POWER EQUIPMENT OPERATORS	67.29	67.29	43.83
ROOFERS-COMPOSITION	24.01	23.70	21.64
ROOFERS-SHINGLE/SLATE/TILE	18.39	21.86	17.19
SHEET METAL WORKERS	67.03	67.03	67.03
SOFT FLOOR LAYERS	51.12	51.12	51.12
SPRINKLER FITTERS	57.29	57.29	57.29
TERRAZZO/MARBLE/TILE FNRS	57.72	57.72	47.51
TERRAZZO/MARBLE/TILE STRS	66.02	66.02	55.02
TRUCK DRIVERS	28.75	27.44	20.94

CERTIFIED: 9/13/17 BY: _____
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

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

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

PROJECT: Elevator Replacment and Upgrades - Delaware Technical Community College, New Castle County

PREVAILING WAGE DEBARMENT LIST

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
MMR Associates DBA Peninsula Glass and Michael Rooney, individually	679 Horse Pond Road, Dover, DE 19901	1/20/2015
Site Work Safety Supplies, Inc. and Peter Coker, individually	4020 Seven Hickories Road Dover, DE 19904	1/12/2016
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 Del.C. 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)

Updated: May 11, 2017

GENERAL REQUIREMENTS

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
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1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

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

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

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

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.

3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.

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

3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.

3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.

3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.

3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.

3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.

3.11 STATE LICENSE AND TAX REQUIREMENTS

3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."

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

3.13 During the contract Work, the Contractor and each listed Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104- "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects". "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

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

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

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

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

4.2 FAILURE TO COMPLY WITH CONTRACT

4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursing additional remedies as otherwise provided by law.

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

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

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

4.4 RIGHT TO AUDIT RECORDS

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

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

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

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

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.

2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:

   A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;

   B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and

   C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

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

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

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

A. Is unqualified to perform the work required;

B. Has failed to execute a timely reasonable Subcontract;

C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or

D. Is no longer engaged in such business.

5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

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

5.3 ASBESTOS ABATEMENT

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

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.5 CONTRACT PERFORMANCE

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

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

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

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

ARTICLE 7: CHANGES IN THE WORK

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

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

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

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

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

7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-

ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

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

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

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

8.4 SUSPENSION AND DEBARMENT

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

8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

8.5 RETAINAGE

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

their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

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

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

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

9.2 PARTIAL PAYMENTS

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

9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner

may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.

9.4 FINAL PAYMENT

9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):

9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

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

10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

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

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

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

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

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

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

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

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

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

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

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

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

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

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

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

11.7.5.2 Minimum Limit for all employees working at one site.

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

11.7.7 Social Security Liability

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

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

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

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

13.2 DIMENSIONS

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

13.3 LABORATORY TESTS

13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.

13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the State Historic Preservation Office and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation by the Division of Historical and Cultural Affairs.

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

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

ARTICLE 14: TERMINATION OF CONTRACT

14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

14.2 “If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement.”

END OF SECTION

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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.

SECTION 00 82 13

ADDITIONAL GENERAL CONTRACTING REQUIREMENTS

PART 1 GENERAL

1.01 GENERAL PROVISIONS

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

1.02 BIDDING AND CONTRACT DOCUMENTS

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

1.03 WORK INCLUDED

A. Briefly, and without force, it is the intent of this Project Manual and of the accompanying drawings that this Contractor shall provide the following:

Two Elevator Replacement

1.04 WORK NOT INCLUDED

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

1.05 SECURITY

A. All wall openings must be secured and weather-proofed at the end of each work day.

B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with work. They shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the work and other persons who may be affected thereby.

2. All work, materials and equipment to be incorporated therein.

3. Other property at the site or adjacent thereto.

C. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property or building materials shall be remedied by the Contractor no matter how such damage or loss is caused.

1.06 MAJOR SUB-CONTRACTORS

A. Refer to the Bid Form for the listing of Sub-Contractors and Addresses.

B. For simplicity, all sub-contracts and sub-contractors will be referred to further herein as Contracts and Contractors respectively.

1.07 DRAWINGS AND SPECIFICATIONS

A. It is the intent of the specifications and drawings to include under each item all materials, apparatus and labor necessary to properly install, equip, adjust and put into perfect operation the respective portions of the installations specified and to so interconnect the various items or sections of the work as to form a complete and properly operating whole.

B. Any apparatus, machinery, small items not mentioned in detail which may be found necessary to complete or perfect any portion of the installations in a substantial manner and in compliance with the requirements stated, implied or intended shall be furnished without extra cost to the Owner. This shall include all materials, devices or methods peculiar to the machinery, apparatus or systems furnished and installed by the Prime Contractor or any sub-contractor.

C. In referring to drawings, figured dimensions take precedence over scale measurements. Discrepancies must be referred to the Engineer for decision. Each Contractor shall certify and verify all dimensions before ordering material or commencing work.

D. Any work called for in the specifications but not mentioned or shown on the drawings, or called for in the drawings but not mentioned in the specifications, shall be provided as though called for in both.

E. When any device or part of equipment is referred to herein in the singular number, such as "the pump", such reference shall be deemed to apply to as many such devices as required to complete the installation.

F. The term "Provide" shall mean "Furnish and Install". Neither term will be used generally in these specifications, but will be assumed. The term "Furnish" shall mean to obtain and deliver on the job for installation by other trades.

1.08 CONTINUITY OF SERVICES

A. Continuous operation of basic services of these facilities during the construction is mandatory. This specifically includes space heating, telephone, storm sewer, domestic hot and cold water services, electrical services, and all security systems.

B. No action shall be taken by these Contractors that will interrupt any of the existing building services or systems unless previous arrangements have been made five (5) days in advance with the Owner or an authorized representative.

C. Should any Contractor inadvertently interrupt any service, they shall immediately furnish all labor, including overtime, material and equipment necessary for prompt restoration of such service and/or system at no additional cost to the Owner.

1.09 METHOD OF PROCEDURE

A. The drawings accompanying these specifications are diagrammatic and intended to cover the approximate and relative location of all material, equipment and systems.

B. Installation, connection and interconnection of all components of these systems shall be, complete and made in accordance with the manufacturers instructions and best practices.

C. Each Contractor shall erect all parts of equipment to be furnished by them under their contract at such time and in such manner as not to delay or interfere with other Contractors on the job.

D. All piping and conduit shall be plugged as required during construction to prevent entrance of dirt and other foreign objects.

E. Before material is ordered or any work performed, each Contractor shall verify all measurements, including lines, grades, pipes, and conduit work elevations at the building and shall be responsible for the correctness thereof. No extra compensation will be allowed on account of differences between actual dimension and measurements and those indicated in the Contract Drawings. Any discrepancies discovered shall be submitted to the Engineer for consideration before proceeding with the work.

F. Each Contractor shall lay out their work and be responsible for the establishment of heights, grades, etc., for all interior piping, and conduit, etc., included in Contract Documents, in strict accordance with the intent expressed thereby; and all the physical conditions to be met at the building and finished grade, and shall be responsible for accuracy thereof. The establishment of the location of all work shall be performed in consideration of the finished work. In case of conflict, equipment shall be relocated without cost to the Owner, as directed by the Engineer, regardless of which equipment was installed first.

G. Each Contractor shall cooperate with other Contractors for the proper securing and anchoring of all work included within these specifications. Extraordinary care shall be used in the erection and installation of all equipment and materials to avoid any damage of the work of other Contractors, as each Contractor will be held financially responsible for all such injury caused by the lack of precaution and due to negligence on the part of their workers.

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

1.10 RESPONSIBILITY FOR DAMAGE AND CARE OF STATE PROPERTY

A. The Contractor in the performance of this Contract will be held financially responsible for any damage to the grounds, buildings, or equipment caused by them, their subcontractors or employees, or other persons engaged in the performance of the Contract.

B. Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner accepted in trade circles as the highest level of workmanship. The successful bidder for this work shall be responsible for all damage to other work caused by his workmen or through the neglect of his workmen on the site.

C. Workmanlike care shall be expected at all times in performing the work. It shall be the responsibility of the successful bidder to repair or replace all damaged property, the damage for which they or anyone working under his direction is responsible.

1.11 MATERIALS AND EQUIPMENT

A. All materials and equipment shall be new and shall conform to the grade, quality and standards specified herein.

B. All equipment offered under these specifications shall be limited to products regularly produced and recommended for service ratings in accordance with engineering data or other comprehensive literature made available to the public and in effect at the time of opening of bids.

C. Items such as valves, motors, starting equipment, vibration isolating devices, and all other equipment and material, where applicable and practicable, shall each be of one manufacturer.

D. Equipment shall be installed in strict accordance with manufacturer's instructions for type and capacity of each piece of equipment used. The Contractors shall obtain these instructions which will be considered part of these specifications. Type, capacity and application of equipment shall be suitable and shall operate satisfactorily for the purposes intended.

1.12 FASTENINGS AND CLAMPS

A. Bolts with expansion shields shall not be used as anchor bolts.

B. All fastenings, clamps and anchors shall be of type made for purpose intended, as follows:

1. Toggle or flat plates in fill with machine screw/bolt fastenings for pre-cast concrete or lath and plaster.

2. Metal expansion shields and machine screws for solid masonry.

3. Lag screws or bolts for wood or material of similar fibrous nature.

4. Screws with wooden or plastic plugs or lead caulking anchors are not acceptable.

1.13 CLEANING

A. Each Contractor and/or Sub-Contractor who is responsible for execution of individual sections of work shall be responsible for the following:

1. Removal of all lumber, refuse, metal, piping and debris resulting from their work to an on-site location as determined by the Prime Contractor.

2. Cleaning drippings resulting from their work, etc., from finished work of other trades.

3. Cleaning, polishing, waxing of their work as required.

B. After testing and acceptance by the Engineer, each Contractor shall thoroughly clean all material and equipment involved in their Contract to the satisfaction of the Engineer.

1.14 PROTECTION

A. Exercise every precaution to exclude dust, dirt and all other foreign materials from rooms during construction.

B. All piping, materials and accessories having finish polished chrome plated surfaces and machine, finished or unpainted surfaces of equipment furnished under these specifications shall be given a thick coat of a neutral protection grease and carefully covered with thick cloth or heavy building paper held securely in place to protect the finish against damage during the entire period of construction.

C. All openings in pipes, fittings, conduit, and all other materials shall be effectively sealed to exclude dirt, sand and other foreign materials.

D. Exercise every precaution to exclude dust, dirt, and all other foreign materials from switchgear rooms, relays, meters and transformer and mechanical equipment rooms during construction. All relays, meters and mechanical equipment contained with electrical components shall be protected with heavy paper held in place with approved mastic tape to exclude fine dust and particles.

1.15 EQUIPMENT DEVIATIONS

A. Refer to SUBSTITUTIONS Article of Section 00 10 00

B. Where Prime or Sub-Contractors propose to use an item of equipment other than that specified as the standard of design and construction or detailed on drawings, the provisions of this referenced article shall apply.

C. Where such approved deviation requires any changes of the structure, partitions, foundations, piping, wiring, or any other part of the Mechanical, Electrical or General Construction Design Documents, all re-design and any new drawings and detailing required therefore, shall with the approval of the Engineer, be prepared and executed by the Contractor at their own expense.

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

1.16 GUARANTEE

A. All material, equipment and workmanship provided by each Contractor shall be in first class operating condition in every respect at time of acceptance by Owner. Acceptance by the Owner shall be by letter to this effect written to each Contractor.

B. Each Contractor shall unconditionally guarantee in writing all materials, equipment and workmanship for a period of two (2) years from date of acceptance by Owner. During the guarantee period each Contractor shall repair or replace, at their own expense, any materials, equipment or workmanship in which defects may develop and they shall also provide free service for all equipment and systems involved in their contract during this guarantee period.

C. Guarantee shall also include restoration to its original condition of all adjacent work that must be disturbed in fulfilling this guarantee.

D. All such repairs and/or replacements shall be made without delay and at the convenience of the Owner.

E. Guarantees furnished by Sub-Contractors and/or equipment manufacturers shall be counter-signed by the related Contractor for joint and/or individual responsibility for subject item.

F. Manufacturer’s equipment guarantees or warranties extending beyond the guarantee period described above shall be transferred to the Owner along with the contractor's guarantees.

1.17 AS-BUILT DRAWINGS

A. During the course of the work, maintain a record set of drawings on which shall be marked the actual physical location of all piping, valves, equipment, conduit, feeders, outlets, access panels, controls, actuators, etc., including all invert elevations.

B. Include all Addendum items, response to RFI’s (field directives), change order items and underground obstructions.

C. At project completion, obtain a clean set of prints and AutoCAD 2010/2014 CD’S from the Engineer. Make a set of reproducibles. Neatly transfer all the recorded as-built information on to the reproducibles and AutoCAD 2010/2014 CD.

D. Provide five (5) prints of these reproducibles, one (1) set for the State Archives, and one (1) set along with the reproducibles themselves and AutoCAD 2010/2014 CD’s to Owner. In addition, attach one (1) complete set of prints to each of the Operating and Maintenance Instructions.

E. In cases where the Prime Contractor or Subcontractors are required to design and/or submit original shop drawing documents, prepared by the respective Contractors for submission to State Agencies (i.e.: sprinkler, fire alarm, etc.), each respective Contractor or Subcontractor shall revise their drawings accordingly and include all As-Built information, thereon. Submit

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

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SECTION 01 10 00

SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Access to site.
3. Coordination with occupants.
4. Work restrictions.
5. Specification and drawing conventions.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Elevator Replacement & Upgrades - DE Technical Community College

1. Project Location: Orlando J. George Jr. Campus, Wilmington, DE

B. Owner: Delaware Technical Community College

1. Owner's Representative: John Fogelgren Jr
   a. Owner’s Address: DTCC - 300 N. Orange St., Wilmington, Delaware 19801

C. Architect: Tetra Tech.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

1. This project will be a Single Prime Contractor with the General Contractor as the Single Prime Contractor. Project consist of the removal of an existing pair of passenger elevators in their entirety, including the controller, wiring, fixtures, pump unit, hall doors,

cab interior, cab doors, hydraulic cylinder, and etc. as required to complete new work. The existing elevator shaft and refurbished car shall remain as required for installation of two new passenger elevator systems, including the controller, wiring, fixtures, pump unit, hall doors, cab interiors, cab doors, hydraulic cylinder, and etc. The Project shall be phased as required to maintain operation of one elevator car during demolition and new work construction of the other. One cab needed to stay operation at all times.

2. Type of Contract: 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. 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 Limits of Disturbance.
2. Driveways, Walkways 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 by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's 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 authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner 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. Architect 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, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and 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 with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 3:00 p.m., Monday through Friday, unless otherwise indicated.

1. Weekend Hours: Must be arranged in advance.
2. Early Morning Hours: Provide 72 hours' notice.
3. Hours for Utility Shutdowns:
4. Hours for Core Drilling: Provide 72 hours' notice.

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 Architect or Owner not less than three (3) days in advance of proposed utility interruptions.
2. Obtain Architect and Owner 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 Architect and Owner not less than two (2) days in advance of proposed disruptive operations.
2. Obtain Architect and Owner written permission before proceeding with disruptive operations.

E. Controlled Substances: Use of tobacco products and other controlled substances Project site is not permitted.

F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

G. Employee Screening: Comply with Owner's requirements drug and background screening of Contractor personnel working on 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 01 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 Drawings are described in detail in the Specifications. One or more of the following are used on 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.

END OF SECTION

SECTION 01 25 00

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.

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 ACTION 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. 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 revisions 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 architects 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.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

B. Quality Assurance

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

1.5 PROCEDURES

A. Coordination: Revise 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 on discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect 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 unless otherwise indicated.

C. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.

g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. 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.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT & COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:

1. General project coordination procedures.
2. Coordination Drawings.
3. Administrative and supervisory personnel.
4. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 01 Section “Closeout Procedures” for coordinating Contract closeout.

1.3 COORDINATION

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

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for the Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

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

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

1.4 SUBMITTALS

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

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

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

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

1.5 PROJECT MEETINGS

A. General: The Architectural/Engineering Consultant shall Schedule and conduct meetings and conferences at the Project site, unless otherwise indicated.

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

B. Preconstruction Conference: The Architectural/Engineering Consultant shall Schedule a preconstruction conference before starting construction, at a time convenient to the Owner and the Architect, but no later than 15 days after execution of the Agreement. Hold the conference

at the Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of the Owner, the Contractor, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing.
    d. Designation of responsible personnel.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for processing Applications for Payment.
    g. Distribution of the Contract Documents.
    h. Submittal procedures.
    i. Preparation of Record Documents.
    j. Use of the premises.
    k. Responsibility for temporary facilities and controls.
    l. Parking availability.
    m. Office, work, and storage areas.
    n. Equipment deliveries and priorities.
    o. First aid.
    p. Security.
    q. Progress cleaning.
    r. Working hours.

C. Progress Meetings: The Architectural/Engineering Consultant shall conduct progress meetings at bimonthly intervals. Coordinate dates of meetings with preparation of payment requests.

1. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of the Project.

    a. Contractor’s Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to the Contractor’s Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    b. Review present and future needs of each entity present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.
        5) Off-site fabrication.
        6) Access.

7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Change Orders.
14) Documentation of information for payment requests.

2. Reporting: The Architectural/Engineering Consultant shall distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 13

COORDINATION OF TRADES

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

A. Applicable provisions of the entire Project Manual, including Addenda, shall govern this section as fully as if repeated herein.

B. This section is for guidance only and does not relieve the Prime Contractor of the total responsibility for the proper completion of this work.

1.2 CUTTING AND PATCHING

A. Refer to Section 01 73 29 Cutting & Patching.

1.3 ABANDONMENT, REMOVAL AND RELOCATION

A. Prime Contractor and each Sub-Contractor shall perform all removal and relocation work related to their trade as required for installation of work installed for entire job and shall cooperate fully among themselves in these respects.

B. Removals shown on drawings are a general indication only and may not necessarily indicate the full extent of removals which may be required to complete this work.

C. The Prime Contractor shall seal all existing and resultant penetrations and voids and perform surface refinishing as required.

D. Each Contractor shall provide, erect and maintain barricades, guards, bracing, shoring, etc. required for the protection of their workers, the occupants of the building and the General Public.

E. During the course of this work, each Contractor shall, by means of canvasses, temporary partitions or otherwise as may seem expedient to them, protect the property and adjacent areas from damage, dirt and dust.

F. All demolition work is subject to the direction and approval of the Owner and Engineer and shall be performed in such manner as not to interfere with the normal operation of the building involved.

G. Where work under this contract interferes with the existing construction, piping, conduit, fixtures or equipment, remove the existing construction, piping, conduit or equipment and reroute to clear the obstruction providing additional piping and conduit, if necessary, of the same design and quality if the material, piping or conduit are to be continued in use.

H. Disconnect and remove all accessible piping, conduit, ductwork, materials, fixtures and equipment not required in the new systems. Plug all outlets at the main or riser connection.

I. Removed materials not desired by the Owner or not to be reset and not specified nor indicated to be reused, shall become the property of the Contractors and shall be promptly removed from the site.

END OF SECTION

SECTION 01 31 20

PAYROLL REPORTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for schedules and reports required for proper performance of the Work, including:

1. State of Delaware Payroll Reports.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 01 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
2. Division 01 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.

1.3 SUBMITTAL PROCEDURES

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

1.4 PAYROLL REPORTS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01 32 00

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 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Construction photographs.

B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
4. Division 01 Section "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor activity is an activity that must be completed before a given activity can be started.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Float: The measure of leeway in starting and completing an activity.

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

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

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

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

1.4 SUBMITTALS

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

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

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

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

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

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

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

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

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

1.5 QUALITY ASSURANCE

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

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.

2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. CPM Schedule: Prepare Contractor's Construction Schedule using a CPM network analysis diagram.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 15 days after date established for the Notice to Proceed..
2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
3. Use "one workday" as the unit of time.

B. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

   a. Preparation and processing of submittals.
   b. Purchase of materials.
   c. Delivery.
   d. Fabrication.
   e. Installation.

2. Processing: Process data to produce output data or a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

   a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

2.3 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. High and low temperatures and general weather conditions.
5. Accidents.
6. Meetings and significant decisions.
7. Unusual events (refer to special reports).
8. Stoppages, delays, shortages, and losses.
9. Meter readings and similar recordings.
10. Emergency procedures.
11. Orders and requests of authorities having jurisdiction.
12. Change Orders received and implemented.
13. Construction Change Directives received.
14. Services connected and disconnected.
15. Equipment or system tests and startups.
16. Partial Completions and occupancies.
17. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION (not used)

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SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for the administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1. Process designated submittals for the Project electronically through designated email system.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

D. Email System: A method to transmit certain electronic submittals between the Contractor, Architect, and Owner, via email.

1. For consistency, the standard file format will be PDF. Convert paper originals and other file formats to PDF prior to submission.

2. In the event of system malfunction, submittals shall be processed in accordance with the Architect’s instructions, until the system malfunction has been corrected.

3. For this Project, process the following submittal types through the designated email system:

a. Product Data.

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

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

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Where indicated, submit all submittal items required for each Specification Section concurrently.

3. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing Time: Allow sufficient time for submittal review, including time for resubmittals. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Include a cover sheet on each submittal item for identification. Do not combine different submittals under same cover sheet; only one submittal is to be provided per email.

a. Cover Sheet: Use PDF version of sample form included in Project Manual. Complete each item on form, sign and date. Architect will furnish PDF version of sample form.

2. Name submittal file as directed by Architect.

3. Transmit each submittal via email using subject line as directed by Architect.

4. Send submittal to designated Project-specific email address:

   a. Use the following email address: TAE.DelTech@tetratech.com

5. Contractor must have a color printer and copier in order to use the electronic submittal process.

D. Resubmittals: Make resubmittals in same form and, for non-electronic submittals, in the same number of copies as initial submittal.

1. Note date and content of revision in label or title block and clearly indicate extent of revision.
2. Resubmit submittals until they are marked with approval notation from Architect.

3. Refer to Supplementary Conditions for provisions allowing Owner to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of certain resubmittals.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES, GENERAL

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

2.2 ELECTRONIC SUBMITTAL PROCEDURES

A. Use the designated email system for submittals in this Article.

1. Submit electronic submittals via email as PDF electronic files.

   a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Contractor must have a color printer and copier in order to use the electronic submittal process.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. Mark submittal to show which products and options are applicable.

2. Include the following information, as applicable:

a. Manufacturer's catalog cuts.
b. Statement of compliance with specified referenced standards.
c. Testing by recognized testing agency.

3. For equipment, include the following in addition to the above, as applicable:

a. Printed performance curves.
b. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of dimensions established by field measurement.
e. Relationship and attachment to adjoining construction clearly indicated.
f. Seal and signature of professional engineer if specified.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Certificates:

1. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

4. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

5. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

G. Test Reports:

1. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

2. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

3. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

4. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

5. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

H. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

I. Warranty: Submit sample warranties as required in individual Specification Sections.

J. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

K. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

L. Delegated-Design Services Certification: Submit certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

2. In addition, for a project in New Jersey, provide three paper copies of certificate, signed and sealed (with raised seal) by the responsible design professional.

2.3 NON-ELECTRONIC SUBMITTAL PROCEDURES

A. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:

a. Generic description of Sample.
b. Product name and name of manufacturer.
c. Sample source.
d. Number and title of applicable Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return one submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit two sets of Samples. Architect will return one set.

1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

B. Shop Drawing Submissions:

1. Submit eight (8) copies for review.

C. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.

2. Number and title of related Specification Section(s) covered by subcontract.

3. Submit subcontract list in the following format:

a. Number of Copies: Four paper copies of subcontractor list, unless otherwise indicated. Architect will return one copy.

D. Key Personnel Names: No later than 15 days after date of Notice of Award, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site.

1. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including emergency, office, and cellular telephone numbers and email addresses.

a. Number of Copies: Four paper copies of key personnel list, unless otherwise indicated.

E. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."

F. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

2.4 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Identify any deviations from Contract Document requirements. Mark cover sheet with approval before submitting to Architect.

1. Sign and date statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will mark submittal appropriately to indicate action, as follows:

1. Final Unrestricted Release: Where the submittal is marked "Approved," the Work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.

2. Final-but-Restricted Release: Where the submittal is marked "Approved as Noted," the Work covered by the submittal may proceed provided it complies both with Architect's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.

3. Resubmit: Where the submittal is marked "Approved, Revise and Return Corrected Copies," the Work covered by the submittal may proceed provided it complies both with Architect's notations and corrections on the submittal and the Contract Documents. Revise submittal according to Architect's notations and corrections and return corrected copies. Final acceptance will depend on that compliance.

4. Rejected: Where the submittal is marked "Rejected," do not proceed with the Work covered by the submittal. Prepare a new submittal for a product that complies with the Contract Documents.

5. Incomplete - Resubmit: Where the submittal is marked "Incomplete, Submit Additional Information," do not proceed with the Work covered by the submittal. Prepare additional information requested, or required by the Contract Documents, that indicates compliance with requirements, and resubmit.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Limit information submitted to specific products indicated. Do not submit extraneous matter. Submittals containing excessive extraneous matter will be returned for resubmittal without review.

F. Submittals not required by the Contract Documents may be returned by the Architect without action.

Attachment: Cover Sheet

END OF SECTION

CONTRACTOR: _____ **SUBMITTAL DATE** ____ /____ /____

_____

Check following as applicable:
☐ First Submission
☐ Re-submission

ARCHITECT: Tetra Tech Inc.

PROJECT IDENTIFICATION

Architect's Project No.: _____

Proj. Name: _____

Location: _____

PRODUCT IDENTIFICATION

Specification Section No. _____

Submittal No. _____

Name of Product: _____

_____

Name of Manufacturer: _____

SUBCONTRACTOR

_____

SUPPLIER

_____

RELATIONSHIP TO STRUCTURE

Building Name _____

_____
(Room #) *(Room Name)*

Contract Drawing No.: _____

RESERVED FOR USE BY TETRA TECH

ACTION SUBMITTAL:

☐ Approved

☐ Approved As Noted

☐ Approved, Revise and Return Corrected Copies

☐ Rejected

☐ Incomplete, Submit Additional Information

INFORMATIONAL SUBMITTAL:

☐ No Action Taken

☐ Returned for Resubmittal

Reviewed By: _____

Date: _____

Reviewed only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures.

DEVIATION FROM CONTRACT DOCUMENTS: _____

_____

_____

CONTRACTOR COMMENTS: _____

_____

_____

ARCHITECT'S COMMENTS: _____

_____

_____

CONTRACTOR'S STAMP

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

BY _____

Use and Indemnification Agreement - INSTRUCTIONS

USE AND INDEMNIFICATION AGREEMENT

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

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

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

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

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

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

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

Use and Indemnification Agreement

Re: DTCC Elevator Replacement & Upgrades Tt Project No. 200-35157-17001

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

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

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

A. *Indemnification*

1. In consideration of permission to use electronic files or media, including but not limited to electronic files of drawings created by use of computer, for the Work of this Project only, and which the Contractor has requested from Tetra Tech, the Contractor, to the fullest extent permitted by law, hereby agrees to indemnify and hold harmless Tetra Tech, its agents, employees, officers , directors and consultants from and against any and all claims, damages, losses and expenses, including any attorneys' fees, arising out of, resulting from or in connection with any and all use of said electronic materials, but only if such claim, damage, loss or expense is caused in whole or in part by the Contractor, its employees, agents, officers, directors, or any other party directly or indirectly employed by any of them or any party for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. Such obligation shall not be construed to reduce or negate any other right or obligation of indemnification that would otherwise exist as to any party hereto. This indemnification shall not apply to the liability of the indemnitee arising out of its own negligence. This indemnification shall not be limited in any way because of any limitation on damages, compensation or benefits under any statute, law or governmental requirement of any sort.

2. The following shall be included within the definition of "expenses" herein: (a) any time expended by the indemnified party of its employees, agents, officers and directors at their usual and customary billing rates, as well as all out-of-pocket expenses such as long-distance telephone calls, costs of reproduction, expenses of travel and lodging; (b) all costs and expenses of experts, consultants, engineers, and any other party retained by the indemnified party reasonably required to defend the claim; (c) all costs, including reasonable attorneys' fees, incurred in bringing any action to enforce the provisions of this indemnification. The following shall be included within the definition of "action" herein: any case brought in any state or federal court, any arbitration, any mediation, and any similar forum for resolution of any dispute herein, and shall also include any counterclaim or third-party action in any such forum.

B. *Use and Compatibility*

1. Tetra Tech' instruments of service are furnished without guarantee of compatibility with the Contractor's software or hardware, and Tetra Tech' sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to Contractor.

2. Because data stored on electronic media can deteriorate undetected or be modified without Tetra Tech' knowledge, the Contractor agrees that Tetra Tech will not be held liable for the completeness or correctness of the electronic media after an acceptance period of thirty (30) days after delivery of the electronic files. Tetra Tech does confirm the accuracy of the final sealed hard copy drawings, previously submitted pursuant to the Prime Agreement for this Project.

3. The electronic files are submitted to the Contractor for a thirty (30) day acceptance period. During this period, the Contractor may review and examine these files, and any errors detected during this time will be corrected by Tetra Tech. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis, at Tetra Tech's standard cost plus terms and conditions.

4. Tetra Tech retains ownership of the printed hard copy Drawings and Specifications and the electronic media. The Contractor is granted a license for their use, but only in the operation and maintenance of the Project. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of Tetra Tech, shall be without liability to Tetra Tech and Tetra Tech's consultants.

IN WITNESS WHEREOF:

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

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

Use and Indemnification Agreement – Business Office

Electronic Drawing Files

Prime Contractor Name

Prime Contractor Address

Contact to Receive Invoices

Project Name DTCC - Elevator Replacement and Upgrades

Project Number 200-35157-17001

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

List each Drawing # Requested

Contractor Signature _____

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

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SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

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, Architect, Engineer, testing agencies, and authorities having jurisdiction.

B. Sewer Service: Owner will not provide sewer-service for the project. Contractor shall provide all required temporary sanitary facilities.

C. Water Service: Owner will provide on-site access to water service used by all entities for construction operations.

D. Electric Power Service: Owner will provide on-site access to electric-power-service used by all entities for construction operations. Contractor shall furnish all necessary equipment to facilitate connection to power including coordination of permits with any inspection agency and or installation.

E. Upon completion of the project and prior to demobilization the Contractor shall at his or her sole expense, remove any temporary utility service equipment and restore the service location to its pre-construction condition.

1.4 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Dust-Control Plan: Submit coordination drawing and narrative that indicates the dust-control measures proposed for use, proposed locations, and proposed time frame for their operation.

Identify further options if proposed measures are later determined to be inadequate. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. Waste handling procedures.
3. Other dust-control measures.

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.

C. Accessible Temporary Egress: Comply with applicable provisions in ADA-ABA Accessibility Guidelines.

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 TEMPORARY FACILITIES

A. Field Offices, General: Shall be set-up in the building.

B. Keep office clean and orderly. Furnish and equip offices as follows:

1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
2. Conference room of sufficient size to accommodate meetings of 6 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack and marker boards.
3. Drinking water and private toilet.
4. Coffee machine and supplies.
5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
6. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

C. Storage or Fabrication Sheds: Provide sheds sized, furnished, and equipped or fenced around to accommodate materials and equipment for construction operations as needed for secure area for equipment.

1. Store combustible materials apart from building.

2.2 EQUIPMENT

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

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.

C. Obtain permission from Owner to us existing Heating and Cooling equipment. Change filters monthly. Provide a set of clean filters when done and two (2) sets of spare filters.

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 Section 01 10 00 "Summary."

2. Area Available: Designated area as shown on Sheet CC-01.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed and remove prior to demobilization.

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: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Prior to commencing work if necessary, isolate the HVAC system in area where work is to be performed according to coordination drawings.

   a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
   b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.

2. Maintain dust partitions during the Work if needed. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

E. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Connect temporary service to Owner’s existing power source, as directed by Owner.

F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

G. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install a minimum of one telephone line for each field office.

1. Provide additional telephone lines for the following:

   a. Provide a dedicated telephone line for each facsimile machine in each field office.

2. At each telephone, post a list of important telephone numbers.

   a. Police and fire departments.
   b. Ambulance service.
   c. Contractor's home office.
   d. Contractor's emergency after-hours telephone number.
   e. Architect's office.
   f. Engineers' offices.
   g. Owner's office.
   h. Principal subcontractors' field and home offices.

3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

H. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications. Equip computer with not less than the following:

1. Processor: Intel Pentium D or Intel CoreDuo, 3.0 GHz processing speed.
2. Memory: 4 gigabyte.
3. Disk Storage: 300 gigabyte hard-disk drive and combination DVD-RW/CD-RW drive.
4. Display: 22-inch LCD monitor with 256-Mb dedicated video RAM.
5. Full-size keyboard and mouse.
6. Network Connectivity: 10/100BaseT Ethernet.
7. Operating System: Microsoft Windows XP Professional or Microsoft Windows Vista Business.
8. Productivity Software:

   a. Microsoft Office Professional, XP or higher, including Word, Excel, and Outlook.
   b. Adobe Reader 7.0 or higher.
   c. WinZip 7.0 or higher.

9. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these three functions.
10. Internet Service: Broadband modem, router and ISP, equipped with hardware firewall, providing minimum 384 Kbps upload and 1 Mbps download speeds at each computer.
11. Internet Security: Integrated software, providing software firewall, virus, spyware, phishing, and spam protection in a combined application.
12. Backup: External hard drive, minimum 40 gigabyte, with automated backup software providing daily backups.

3.3 SUPPORT FACILITIES INSTALLATION

A. Parking: Use designated areas of Owner's existing parking areas for construction personnel as directed.

B. Project Signs: Provide Project signs as need and approved by the DEARNG. Unapproved signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project or directions to construction field office.

   a. Provide temporary, directional signs for construction personnel and visitors.

3. Maintain and touchup signs so they are legible at all times.

C. Waste Disposal Facilities: Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."

D. 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 progress cleaning requirements in Section 01 73 00 "Execution."

E. 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.

F. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

G. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

H. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. 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 Section 01 10 00 "Summary."

C. Temporary Erosion and Sedimentation Control: Comply with requirements of 2003 EPA Construction General Permit by following applicable requirements as stipulated on the Erosion and Sediment Plan Sheets CE-01 to CE-04 approved by DNREC, including CCR if required by DNREC, or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 31 10 00 "Site Clearing."

D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to Erosion and Sediment Plan Sheets CE-01 to CE-04 approved by DNREC and requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.

4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

E. Stormwater Control: Comply with requirements of authorities having jurisdiction including DNREC and CCR, if required by DNREC. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by existing entrance gates at south entrance.

1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
2. Maintain security of construction area by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.

H. 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.

I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

J. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

L. Temporary Partitions: If necessary provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner and tenants from fumes and noise.

1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
2. Construct dustproof partitions with two layers of 6-mil polyethylene sheet on each side. Cover floor with two layers of 6-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.

a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.

3. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
4. Insulate partitions to control noise transmission to occupied areas.
5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
6. Protect air-handling equipment.
7. Provide walk-off mats at each entrance through temporary partition.

M. Temporary Fire Protection: If necessary install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

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.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

B. Items C, D, and E below apply only to existing facilities to remain.

C. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

D. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard, replace, or clean stored or installed material that begins to grow mold.

7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

E. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use permanent HVAC system to control humidity.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

   a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
   b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
   c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.6 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.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Change over from using temporary security and protection facilities to permanent facilities must occur before Demobilization and prior to Substantial Completion.

D. 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. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace

street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION

SECTION 01 73 29

CUTTING & PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:

1. Divisions 03 through 09 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety. Operating elements include the following:

1. Fire-suppression systems.
2. Mechanical systems piping and ducts.
3. Control systems.
4. Communication systems.
5. Conveying systems.
6. Electrical wiring systems.

C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

D. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

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

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
   b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.

B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.

C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use as mulch.

D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.

E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.

F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.

G. Approved Recycling Facility: Any of the following:

1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.

2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.

1.3 SUBMITTALS

A. Contractor shall develop a Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the **Notice to Proceed**.

B. Contractor shall provide Waste Management Report: Concurrent with each Application for Payment, submit **3** copies of report.

1.4 PERFORMANCE REQUIREMENTS

A. General: Divert a minimum of **75%** CDL waste, by weight, from the landfill by one, or a combination of the following activities:

1. Salvage
2. Reuse
3. Source-Separated CDL Recycling
4. Co-mingled CDL Recycling

B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:

1. Acoustical ceiling tiles
2. Asphalt
3. Asphalt shingles
4. Cardboard packaging
5. Carpet and carpet pad
6. Concrete
7. Drywall
8. Fluorescent lights and ballasts
9. Land clearing debris (vegetation, stumpage, dirt)
10. Metals
11. Paint (through hazardous waste outlets)
12. Wood
13. Plastic film (sheeting, shrink wrap, packaging)
14. Window glass
15. Wood
16. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

1.4 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.

D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.

1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.

a. Owner
b. Architect
c. Contractor's superintendent
d. Major subcontractors
e. Waste Management Coordinator
f. Other concerned parties

2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:

a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
b. Review requirements for documenting quantities of each type of waste and its disposition.
c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
e. Review waste management requirements for each trade.

3. Minutes: Record discussion. Distribute meeting minutes to all participants.
Note: If there is a Project Architect, they will perform this role.

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

A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.

B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.

C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should included the following information:

1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.

2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:

a. Contracting with a deconstruction specialist to salvage materials generated,
b. Selective salvage as part of demolition contractor's work,
c. Reuse of materials on-site or sale or donation to a third party.

3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:

   a. Requiring subcontractors to take their CDL waste to a recycling facility;
   b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
   c. Processing and reusing materials on-site;
   d. Self-hauling to a recycling or material recovery facility.

4. Name of recycling or material recovery facility receiving the CDL wastes.

5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.

B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.

C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.

D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.

E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.

F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

3.2 SOURCE SEPARATION

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

Separate recyclable materials by type.

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

3.3 CO-MINGLED RECYCLING

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

3.4 REMOVAL OF CONSTRUCTION WASTE MATERIALS

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

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

C. Burning of CDL waste is not permitted.

END OF SECTION

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

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 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.
5. Repair of the Work.

B. Related Requirements:
1. Section 01 73 00 "Execution" for progress cleaning of Project site.

C. Delaware Department of Transportation (DelDOT) Standard Specifications.

D. Delaware Department of Natural Resources and Environmental Control (DNREC) Erosion and Sediment Control Handbook.

1.3 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit test/adjust/balance records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect 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 Architect, that must be completed or corrected before certificate will be issued.

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

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
3. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect 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.

1.8 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.

1. Organize list of spaces in sequential order.
2. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Architect.
    d. Name of Contractor.
    e. Page number.

3. Submit list of incomplete items in the following format:

    a. MS Excel electronic file. Architect will return annotated file.
    b. PDF electronic file. Architect will return annotated file.
    c. Three paper copies. Architect will return two copies.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of 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 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. Warranty Electronic File: 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 bookmarked table of contents at beginning of document.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

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 designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls" and Section 01 74 19 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

3.3 SUMMARY OF CLOSEOUT DOCUMENTS

A. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)

B. Contractor's Consent of Surety Company to Final Payment (AIA Document G707) (one copy)

C. Contractor's Affidavit of Release of Liens (AIA Document G706A) (one copy)

D. Copy of Letter of Guarantee and Warranty Information (three copies)

E. Balancing Reports

F. Subcontractor's Release of Liens had been submitted with each previous Application of Payment (AIA Document G706A) (one copy)

G. Operation and Maintenance Manuals

H. Record Shop Drawings and Submittals

I. As-built Drawings: All construction changes should be clouded and marked.

1. Updated CAD files to reflect changes and as-built conditions; AutoCadd dwg file 2010 to 2014 format.

2. Three (3) hard copies of As-builts.

J. Affidavit of Discharge of State Tax Liability (Furnish an affidavit from the State Tax Department that all liabilities thereunder have been discharged by the Contractor and all subcontractors. (Delaware Division of Revenue, Mr. William Kirby, 302-577-8259).

K. Punch List Closeout Letter

L. Electrical Inspection Certificate

M. Bond Certification

N. Boiler Startup and Combustion Reports

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

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 cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, and fly ash, materials subject to compliance with requirements.

B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:

   a. Contractor's superintendent.
   b. Concrete Subcontractor.

2. Review special inspection and testing and inspecting agency procedures for field quality control, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, semirigid joint fillers, forms and form removal limitations, vapor-retarder installation, steel reinforcement installation, concrete repair procedures and concrete protection.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1. Indicate amounts of mixing water to be withheld for later addition at Project site.

C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, and supports for concrete reinforcement.

D. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

1. Location of construction joints is subject to approval of the Architect.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and manufacturer.

B. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Form materials and form-release agents.
4. Steel reinforcement and accessories.
5. Curing compounds.
6. Bonding agents.
7. Adhesives.
8. Vapor retarders.
9. Semirigid joint filler.
10. Joint-filler strips.
11. Repair materials.

C. Material Test Reports: For the following, from a qualified testing agency:

1. Aggregates

D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork.

E. Field quality-control reports.

F. Minutes of preinstallation conference.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

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.
2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

1.9 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

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

1. ACI 301.
2. ACI 117.

2.2 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Plywood, metal, or other approved panel materials.
2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:

a. High-density overlay, Class 1 or better.
b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
c. Structural 1, B-B or better; mill oiled and edge sealed.
d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.

3. Overlaid Finnish birch plywood.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.

D. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

E. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.

2. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.

2.3 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

B. Steel Bar Mats: ASTM A 184/A 184M, fabricated from ASTM A 615/A 615M, Grade 60, deformed bars, assembled with clips.

C. Plain-Steel Wire: ASTM A 1064/A 1064M, as drawn.

D. Deformed-Steel Wire: ASTM A 1064/A 1064M.

2.4 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.

B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

2.5 CONCRETE MATERIALS

A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

B. Cementitious Materials:

1. Portland Cement: ASTM C 150/C 150M, Type I or Type II or Type I/II, gray.
2. Fly Ash: ASTM C 618, Class F.

C. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source

1. Maximum Coarse-Aggregate Size: 1 inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

D. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

E. Water: ASTM C 94/C 94M and potable.

2.6 VAPOR RETARDERS

A. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 10 mils thick.

2.7 CURING MATERIALS

A. Water: Potable.

B. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

2.8 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

B. Bonding Agent: ASTM C 1059/C 1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

2.9 REPAIR MATERIALS

A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.

1. Cement Binder: ASTM C 150/C 150M, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
4. Compressive Strength: Not less than 4100 psi at 28 days when tested according to ASTM C 109/C 109M.

B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.

1. Cement Binder: ASTM C 150/C 150M, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.

2.10 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 25 percent.
2. Combined Fly Ash and Pozzolan: 25 percent.

C. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing, high-range water reducing or plasticizing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, concrete required to be watertight, and concrete with a w/c ratio below 0.50.

2.11 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. All concrete elements: Normal-weight concrete.

1. Minimum Compressive Strength: 4000 psi at 28 days.
2. Maximum W/C Ratio: 0.50.
3. Slump Limit: 4 inches, plus or minus 1 inch or 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
4. Air Content: **6** percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.

2.12 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.13 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:

1. Class B, 1/4 inch for rough-formed finished surfaces.

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.
2. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Form openings, chases, offsets, sinkages, keyways, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

H. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

I. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

J. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEM INSTALLATION

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 REMOVING AND REUSING FORMS

A. General: Formwork for sides of walls, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.

B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.

3.4 VAPOR-RETARDER INSTALLATION

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.

1. Lap joints 6 inches and seal with manufacturers recommended tape.

3.5 STEEL REINFORCEMENT INSTALLATION

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

3.6 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
3. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.7 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.

B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.

C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Maintain reinforcement in position on chairs during concrete placement.
3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Slope surfaces uniformly to drains where required.

5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

3.8 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view.

C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.9 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

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

3.10 MISCELLANEOUS CONCRETE ITEM INSTALLATION

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

3.11 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

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

C. Formed Surfaces: Cure formed concrete surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.

D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

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

1. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Maintain continuity of coating and repair damage during curing period.

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

3.12 JOINT FILLING

A. Prepare, clean, and install joint filler according to manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least two month(s). Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

3.13 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding

agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar matches surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
6. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.14 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

C. Inspections:

1. Steel reinforcement placement.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing.
4. Curing procedures and maintenance of curing temperature.
5. Verification of concrete strength before removal of shores and forms from beams and slabs.

D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 2 cu. yd., but less than 10 cu. yd., plus one set for each additional 5 cu. yd. or fraction thereof.
2. Testing Frequency: Obtain at least one composite sample for each 5 cu. yd. or fraction thereof of each concrete mixture placed each day.

    a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

3. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
4. Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.
6. Compression Test Specimens: ASTM C 31/C 31M.

    a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
    b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.

7. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.

    a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days. Hold other specimens for breaking at 56 days if deemed necessary by Testing Agency & Engineer.
    b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
10. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
11. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
12. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
13. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
14. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION

SECTION 05 50 00

METAL FABRICATIONS

1.1 SUMMARY

A. Section Includes:

1. Miscellaneous steel framing and supports.
2. Metal ladders.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Paint products.
2. Grout.

B. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

C. Delegated-Design Submittal: For ladders, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design ladders.

B. Structural Performance of Aluminum Ladders: Aluminum ladders[**, including landings,**] shall withstand the effects of loads and stresses within limits and under conditions specified in ANSI A14.3.

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 METALS

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

2.3 FASTENERS

A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.

1. Provide stainless-steel fasteners for fastening aluminum.
2. Provide stainless-steel fasteners for fastening stainless steel.
3. Provide stainless-steel fasteners for fastening nickel silver.
4. Provide bronze fasteners for fastening bronze.

B. Cast-in-Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F 2329.

C. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.

1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.
2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

D. Slotted-Channel Inserts: Cold-formed, hot-dip galvanized-steel box channels (struts) complying with MFMA-4, 1-5/8 by 7/8 inches by length indicated with anchor straps or studs not less than 3 inches long at not more than 8 inches o.c. Provide with temporary filler and tee-head bolts, complete with washers and nuts, all zinc-plated to comply with ASTM B 633, Class Fe/Zn 5, as needed for fastening to inserts.

2.4 MISCELLANEOUS MATERIALS

A. Shop Primers: Provide primers that comply with Section 099123 Interior Painting."

B. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.

C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

D. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

E. Concrete: Comply with requirements in Section 033000 "Cast-in-Place Concrete."

2.5 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Use connections that maintain structural value of joined pieces.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges. Remove sharp or rough areas on exposed surfaces.

C. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended.

D. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Locate joints where least conspicuous.

E. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

F. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors not less than 8 inches from ends and corners of units and 24 inches o.c.

2.6 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

2.7 METAL LADDERS

A. General:

1. For elevator pit ladders, comply with ASME A17.1/CSA B44.

B. Steel Ladders:

1. Space siderails 18 inches apart unless otherwise indicated.
2. Siderails: Continuous, 3/8-by-2-1/2-inch steel flat bars, with eased edges.
3. Rungs: 3/4-inch-diameter steel bars.
4. Fit rungs in centerline of siderails; plug-weld and grind smooth on outer rail faces.
5. Provide nonslip surfaces on top of each rung.
6. Galvanize ladders, including brackets.

7. Prime ladders, including brackets and fasteners, with zinc-rich primer.

C. Aluminum Ladders:

1. 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:

   a. ACL Industries, Inc.
   b. Alco-Lite Industrial Products.
   c. Halliday Products.
   d. O'Keeffe's Inc.
   e. Precision Ladders, LLC.
   f. Royalite Manufacturing, Inc.
   g. Thompson Fabricating, LLC.

2. Space siderails [**16 inches**] [**18 inches**] apart unless otherwise indicated.
3. Siderails: Continuous extruded-aluminum channels or tubes, not less than 2-1/2 inches deep, 3/4 inch wide, and 1/8 inch thick.
4. Rungs: Extruded-aluminum tubes, not less than 3/4 inch deep and not less than 1/8 inch thick, with ribbed tread surfaces.

2.8 FINISHES, GENERAL

A. Finish metal fabrications after assembly.

2.9 STEEL AND IRON FINISHES

A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.

B. Shop prime iron and steel items not indicated to be galvanized unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.

1. Shop prime with primers specified in Section 099123 "Interior Painting" unless zinc-rich primer is indicated.

C. Preparation for Shop Priming: Prepare surfaces to comply with requirements indicated below:

1. Items Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
2. Other Items: SSPC-SP 3, "Power Tool Cleaning."

D. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

C. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction.

E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 ADJUSTING AND CLEANING

A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION

SECTION 09 91 23

INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes surface preparation and the application of paint systems on interior substrates.

1. Steel and iron.
2. Galvanized metal.
3. Gypsum board.

1.2 DEFINITIONS

A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

B. Samples: For each type of paint system and in each color and gloss of topcoat.

1.4 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system.

   a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
   b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

   a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. Benjamin Moore & Co.
2. Dulux (formerly ICI Paints); a brand of AkzoNobel.
3. Duron, Inc.
4. Glidden Professional.
5. M.A.B. Paints.
6. PPG Paints.
7. Sherwin-Williams Company (The).
8. Valspar Corporation - Architectural (Pro).

2.2 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Gypsum Board: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."

B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 MATERIAL/PAINTING SCHEDULE- INTERIOR WORK:

A. Hollow Metal Doors and Frames, including Glazing Frame

1. 1st Coat

a. Sherwin Williams: Pro Industrial Pro-Cryl Universal Primer B66-310

2. 2nd and 3rd Coats (Semi-gloss)

a. Sherwin Williams: Pro Industrial 0 VOC Acrylic Semi Gloss B66-650

B. Exposed Miscellaneous Metals:

1. 1st Coat

a. Sherwin Williams: Pro Industrial Pro-Cryl Universal Primer B66-310

2. 2nd and 3rd Coats (Semi-gloss)

a. Sherwin Williams: Pro Industrial 0 VOC Acrylic Semi Gloss B66-650

C. Galvanized Metal :

1. 1st Coat

a. Sherwin Williams: Pro Industrial Pro-Cryl Universal Primer B66-310

2. 2nd and 3rd Coats (Semi-gloss)

a. Sherwin Williams: Pro Industrial 0 VOC Acrylic Semi Gloss B66-650.

D. Gypsum Board:

1. 1st Coat

a. Sherwin Williams: Progreen 200 Interior Latex Primer B28W600

2. 2nd and 3rd Coats (Eggshell)

a. Sherwin Williams: Progreen 200 Interior Latex Eg-Shel B20-600 Series.

END OF SECTION

SECTION 14 24 00

HYDRAULIC ELEVATOR UPGRADE

Capacity: 4,000LB
Identification: W1 & W2

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY – This project will include the associated equipment and building upgrades specified herein. All associated work by other trades are part of the General Contractor's responsibility.

A. Elevator equipment sections include:

1. Controller and Selector Replacement
2. Hydraulic Jack Replacement
3. Fixture Replacement
4. Guide Shoe Replacement
5. Sling, Platform and Cab Structure Refurbishment
6. Car Door Operator Replacement
7. Car Door Equipment Replacement
8. Hoistway Door Equipment Replacement
9. Spring Buffer and Pit Steel Replacement
10. Rail Refurbishment
11. Hoistway Wiring and Traveling Cable
12. Pit Steel and Remaining Metals
13. Pumping Unit Replacement

B. Related Building Upgrade sections include:

1. Provide HVAC as per Division 23.
2. Provide Electrical as per Division 26 and 27.
3. Provide Pit Ladder as per Section 05 50 00.
4. Provide Sump Pump per Section 22 14 29.
5. Provide Fire Alarm per Section 28 31 11.
6. Provide Interior Painting per Section 09 91 23.

1.03 SUBMITTALS

A. Submit product data for the following:

1. Non-Proprietary Controller
2. Hoistway Door Panels and Equipment
3. Hydraulic Cylinder
4. Cab Interior and Finishes.
5. Fixtures
6. Door Operator
7. Guide Shoes

B. Shop Drawings:

1. Include plans, elevations, sections, and large-scale details indicating service at each landing; machine room layout; coordination with building structure; relationships with other construction; and locations of equipment.
2. Include large-scale layout of car-control station and standby-power operation control panel.

C. Samples for Initial Selection: For finishes involving color selection.

D. Samples for Verification: For exposed car, hoistway door and frame, and signal equipment finishes, 3-inch- square Samples of sheet materials and 4-inch lengths of running trim members.

1.04 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Seismic Qualification Certificates: For elevator equipment, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

C. Sample Warranty: For special warranty.

1.05 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For elevators to include in emergency, operation, and maintenance manuals.

1. Submit manufacturer's/installer's standard operation and maintenance manual, in accordance with ASME A17.1/CSA B44.

B. Inspection and Acceptance Certificates and Operating Permits: As required by authorities having jurisdiction for normal, unrestricted elevator use.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Equipment Manufacturers must have at least 10 products installed within 100 miles of Wilmington, Delaware.
B. Installer Qualifications: The manufacturer or an authorized agent of the manufacturer with not less than fifteen years of satisfactory experience installing elevators equal in character and performance to the specified elevator products in this specification. Installer will have a fully operational office within 30 miles of the project location.

C. Regulatory Requirements:

1. ASME/ANSI A17.1 Safety Code for Elevators, latest edition or as required by the City Wilmington building code.
2. Building Code: National.
3. NFPA 70 National Electrical Code.
4. NFPA 80 Fire Doors and Windows.
5. Americans with Disabilities Act Accessibility Guidelines (ADAAG).

D. Fire-rated Entrance Assemblies: Opening protective assemblies including frames, hardware, and operation shall comply with ASTM E2074, CAN4-S104 (ULC-S104), UL10(B), and NFPA 80. Provide entrance assembly units bearing Class B or 1 1/2 hour label by a Nationally Recognized Testing Laboratory.

E. Inspection and testing: Elevator Installer shall obtain and pay for all required inspections, tests, permits and fees for elevator modernization.

1. Arrange for inspections and make required tests.
2. Deliver to the Owner upon completion and acceptance of elevator work.

1.07 DELIVERY, STORAGE AND HANDLING

A. Elevator Contractor shall deliver, store, and handle elevator materials, components and equipment in manufacturer’s protective packaging. Store material, components, and equipment off of ground, under cover, and in a dry and secure location provided on site by the Owner.

1.08 PROJECT CONDITIONS

A. Prohibited Use: Elevators shall not be used for temporary service or for any other purpose during the modernization period before Substantial Completion and acceptance by the purchaser unless agreed upon by General Contractor and Owner with signed temporary agreement.

General contractor is responsible to keep one elevator in operations at all times (except when there will be a minimal time for a cross over).

1.09 WARRANTY

A. Manufacturer's Special Warranty: Manufacturer agrees to repair, restore, or replace elevator work that fails in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, operation or control system failure, including excessive malfunctions; performances below specified ratings; excessive wear; unusual deterioration or aging of materials or finishes; unsafe conditions; need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions.
2. Warranty Period: Two (2) years from date of Substantial Completion.

1.10 MAINTENANCE

A. Furnish maintenance and call back service for a period of 12 months for each elevator from date of Substantial Completion. Service shall consist of periodic examination of the equipment, adjustment, lubrication, cleaning, supplies and parts to keep the elevators in proper operation. Service will be available 24 hours a day and seven days a week.

1. Manufacturer shall have a service office and full time service personnel within a 100 mile radius of Owner.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Manufacturers:

1. Controller: VA Controls, MCE, Smartrise, Elevator Controls or approved equal
2. Door Panels: Columbia, EV International, Tyler, Gunderlin, EMCO or approved equal
3. Fixtures: GAL, Monitor Controls, Centrel Corp., Innovation Industries or approved equal
4. Door Equipment: GAL – No Substitutions
5. Door Operator: GAL – No Substitutions
6. Hydraulic Cylinder EECO, Custom Elevator Co., ITI, DL Martin, or approved equal
7. Pumping Unit EECO, MEI, Canton, DEM or approved equal
8. Roller Guides Elpro and Elsco / Spring loaded slide guides or approved equal

2.02 MATERIALS, GENERAL

A. Colors, patterns, and finishes: As selected by the Owner / Architect from manufacturer's full range of standard colors, patterns, and finish charts.

B. Steel:
   1. Finish: Stainless Steel #4 Satin Finish

C. Plastic laminate: Decorative high-pressure type, complying with NEMA LD3

D. Flooring: Methyl Methacrylate (MMA) decorative chips Coating System with Fiber Glass Mesh as manufactured by SRS Degadur or Architect approved equivalent.

   1. Install Resinous Chemical Color Flake Flooring System on elevator floor.

      a. Install underlayment, as required with screws and glue to provide a clean secure substrate system, minimum ½" plywood.
      b. Prime with SRS Degadur R41i Primer.
      c. Install fiberglass reinforced mesh into SRS Degadur R41i Resin.
      d. Install seamless Acrylic Resin Based Floor, SRS Degadur 410SL System with a full broadcast of color flake. The installed system shall be approximately 1/8" thick. Color combinations shall be selected from the full range of standard colors by Owner / Architect from manufacturer's full colors charts.
      e. Install two topcoats of SRS Degadur R71 colorless Topcoat.
      f. Install slip resistant light coating.
      g. Install 4" cove which shall be seamless with the floor.

2.03 HOISTWAY EQUIPMENT

A. Platform: Retain existing platform and refurbish as required by elevator manufacturer recommendations.

B. Sling: Retain existing sling and refurbish as required by elevator manufacturer recommendations.

C. Guide Rails: Refurbish, clean, paint and align.

D. Guide Shoes: Spring loaded slide guides shall be mounted on top and bottom of the car.

E. Buffers and pit steel: Provide spring buffers in the elevator pit. Mount spring buffers on a steel template that is fastened to the pit floor or continuous channels fastened to the elevator guide rails or securely anchored to the pit floor.

F. Jack: Jack unit shall be of sufficient size to lift the gross load the height specified. Factory test jack to insure adequate strength and freedom from leakage. Brittle material, such as gray cast iron, is prohibited in the jack construction. Provide the following jack type: Single post conventional (in ground). Single polished steel hydraulic plunger housed in the existing steel sealed casing with sufficient clearance space to allow for alignment during modernization. The plunger shall have a high-pressure sealing system which will not allow for seal movement or displacement during the course of operation. The jack system, if existing conditions warrant, will be supplied with schedule 40 pvc and HDPE protection system complying with A17.1 code

requirements to prevent in ground corrosion of the casing. The jack casing shall have a bleeder valve to discharge any air trapped in the jack. Flexible liner is acceptable.

G. Automatic Self-Leveling: Provide each elevator car with a self-leveling feature to automatically bring the car to the landings and correct for overtravel or undertravel. Self-leveling shall, within its zone, be automatic and independent of the operating device. The car shall be maintained approximately level with the landing irrespective of its load.

H. Wiring, Piping, and Oil: Provide all necessary hoistway wiring in accordance with the National Electrical Code. All necessary code compliant pipe and fittings shall be provided to connect the new power unit to the jack unit. Provide proper grade oil as specified by the manufacturer of the power unit.

I. Hoistway Wiring: Provide new traveling cable provisioned with adequate spare pairs for future growth. Install new hoistway wiring and duct. Provision coaxial cabling in the traveling cable for cameras.

2.04 POWER UNIT

A. Power Unit: Submersible units manufactured with a tall design to allow maximum space in the machine room.

B. Pump: Positive displacement type pump specifically manufactured for hydraulic elevator service. Pump shall be designed for steady discharge with minimum pulsation to give smooth and quiet operation.

C. Motor: Standard manufacturer motor specifically designed for oil-hydraulic elevator service. Duty rating shall be selected for specified speed and load.

D. Solid State Starting: Provide an electronic starter featuring adjustable starting currents.

2.05 HOISTWAY ENTRANCES

A. Door Frames – Retain Existing and Paint to match existing color.

B. Interlocks: Equip each hoistway entrance with an approved GAL type interlock tested as required by code. Provide door restriction devices as required by code.

C. Door Hanger and Tracks: Provide GAL type.

1. Rollers: Polyurethane tires with ball bearings properly sealed to retain grease. Provide at all landings.
2. Hangers: Provide an adjustable device beneath the track to limit the up-thrust of the doors during operation at all landings.
3. Tracks: Drawn steel shapes, smooth surface at all landings.
4. Interlocks: Provide new electro-mechanical interlocking door devices at all landings.
5. Closers: Install new closers at each level.

D. Hoistway Sills: Clean and polish existing like new.

E. Hoistway Door Panels: Provide new baked enamel to match entrances at all levels.

2.06 CAR ENCLOSURE

A. Car Enclosure and Structure:

1. Walls: New Plastic Laminate Wall Panels with stainless steel on lower half.
   Two on the back wall and three on each of the sides.
   Reveals are to be around the perimeter and between panels with stainless steel #4 satin finish.
2. Ceiling: Suspended type stainless steel #4 satin finish with Lexan drop in ceiling.
3. Cab Fronts, Return, Transom, Soffit and Strike: New stainless steel #4 satin finish.
4. Doors: New with Stainless steel #4 satin finish.
5. Door Finish: Stainless steel panels: No. 4 satin finish.
6. Cab Sills: Retain existing and refurbish as required for new work or replace if necessary per elevator manufacturer’s recommendations.
7. Handrail: Provide new 2" flat metal bar on side and rear walls on front opening cars. Handrails shall have a stainless steel, # 4 satin finish.
8. Ventilation: New 2- Speed Fan.
9. Cab Shell: Retain existing Cab Shell and refurbish as required for new work or replace if necessary per elevator manufacturer’s recommendations.

B. Car Top Inspection: Provide a car top inspection station with an “Auto-Inspection” switch, an "emergency stop" switch, and constant pressure "up and down" direction and safety buttons to make the normal operating devices inoperative. The station will give the inspector complete control of the elevator. The car top inspection station shall be mounted separately from the door operator assembly.

C. Car Top Rail Kit: Provide manufacturer’s standard Car Top Rail Kit to provide a safe working area for service mechanics on the elevator car top as required to meet or exceed, ASME A17.1 Safety Code for Elevators, latest edition

2.07 DOOR OPERATION

A. Door Operation: Provide GAL MOVFR

1. Door nudging operation to occur if doors are prevented from closing for an adjustable period of time.

B. Door Protection Devices: Provide Janus Edge or approved equal.

2.08 CAR OPERATING STATION

A. Car Operating Station, General: The main car control in each car shall contain the devices required for specific operation mounted in the existing stationary return panel. Car Operating Panel shall have a brushed stainless steel finish. The main car operating panel shall comply with handicap requirements. Pushbuttons that illuminate using long lasting LED's shall be included for each floor served, and emergency buttons and switches shall be provided per code. Switches for car light and accessories shall be provided.

B. Emergency Communications System: Flush Mounted Phone combined with Car Operating Panel.

C. Auxiliary Operating Panel: Not Required

D. Column Mounted Car Riding Lantern: Not Required.

2.09 CONTROL SYSTEMS

A. Controller: The elevator control system shall be Virginia Controls non-proprietary microprocessor. Control of the elevator shall be automatic in operation by means of push buttons in the car numbered to correspond to floors served, for registering car stops, and by "up-down" push buttons at each intermediate landing and "call" push buttons at terminal landings.

2.10 HALL STATIONS

A. Hall Stations: Vandal resistant buttons with center jewels which illuminate to indicate that a call has been registered at that floor for the indicated direction. Provide 1 set of pushbutton risers. All fixtures shall be vandal resistant type. Provide one pushbutton riser with faceplates having a brushed stainless steel finish.

1. Phase 1 firefighter's service key switch, with instructions, shall be incorporated into the hall station at the designated level.

B. Floor Identification Pads: Provide new door jamb pads at each floor. Jamb pads shall comply with Americans with Disabilities Act (ADA) requirements.

C. Hall Combo / Position Indicator and Lantern: An electronic dot matrix position indicator shall be provided at all levels. As the car travels, its position in the hoistway shall be indicated by the illumination of the alphanumeric character corresponding to the landing which the elevator is stopped or passing. When hall lanterns are provided, the position indicator shall be combined with the hall lanterns in the same faceplate. Faceplates shall match hall stations. Provide at all landings.

PART 3 EXECUTION

3.01 EXAMINATION

A. Before starting elevator modernization, inspect hoistway, hoistway openings, pits and machine rooms/control space, as constructed and verify all critical dimensions, and examine supporting structures and all other conditions under which elevator work is to be modernized. Do not proceed with elevator modernization until unsatisfactory conditions have been corrected in a manner acceptable to the installer. It is the responsibility of the General Contractor to verify the existing conditions prior to the submission of their proposal and make the Owner aware of any conditions that may require additional costs in order to pass inspections prior to bidding.

B. Modernization constitutes acceptance of existing conditions and responsibility for satisfactory performance.

3.02 INSTALLATION

A. Install elevator systems components and coordinate installation of associated building upgrades.

1. Work shall be performed by competent elevator installation personnel in accordance with ASME A17.1, manufacturer's installation instructions and approved shop drawings.
2. Comply with the National Electrical Code for electrical work required during installation.

B. Coordination: Coordinate elevator work with the work of other trades, for proper time and sequence to avoid construction delays.

C. Lubricate operating parts of system where recommended by manufacturer.

3.03 FIELD QUALITY CONTROL

A. Acceptance testing: Upon completion of the elevator installation and before permitting use of elevator, perform acceptance tests as required by A17.1 Code and local authorities having jurisdiction. Perform other tests, if any, as required by governing regulations or agencies.

B. Advise Owner, Architect, and Authorities Having Jurisdiction in advance of dates and times tests are to be performed on the elevators.

3.04 ADJUSTING

A. Make necessary adjustments of operating devices and equipment to ensure each elevator operates smoothly and accurately.

3.05 CLEANING

A. Before final acceptance, remove protection from finished surfaces and clean and polish surfaces in accordance with manufacturer's recommendations for type of material and finish provided. Stainless stall shall be cleaned with soap and water and dried with a non-abrasive surface; shall not be cleaned with bleached-based cleansers.

B. At completion of elevator work, remove tools, equipment, and surplus materials from site. Clean and paint equipment room and clean hoistway. Remove trash and debris.

3.06 DEMONSTRATION

A. Instruct Owner’s maintenance personnel in proper use, operations, and daily maintenance of elevators. Review emergency provisions, including emergency access and procedures to be followed at time of failure in operation and other building emergencies. Train Owner's personnel in normal procedures to be followed in checking for sources of operational failures or malfunctions.

B. Make a final check of each elevator operation, with Owner's personnel present, immediately before date of substantial completion. Determine that control systems and operating devices are functioning properly.

3.07 MODERNIZATION ELEVATOR SCHEDULE

A. Elevator Qty. 2.

1. Elevator Model: Passenger.
2. Rated Capacity: 4,000 lbs.
3. Rated Speed: 100 ft./min.
4. Operation System: Duplex.
5. Travel: Retain Existing.
6. Landings: 4 total.
7. Openings: 4.

    a. Front: 4.
    b. Rear: 0.

8. Clear Inside Platform: Retain existing clear dimensions indicated on drawings.
9. Cab Height: 8'-0" nominal.
10. Hoistway Entrance Size: Retain existing 48 x 84 Two Speed Side Opening.
11. Door Finish Type: Baked Enamel
12. Power Characteristics: 480 volts, 3 Phase, 60 Hz.
13. Seismic Design Category Requirements: Category B.
14. Fixture and Button Style: Supply new Vandal Resistant.
15. Motor: 30 HP, 37.0 Amps, 1750 RPM.

3.08 ASSOCIATED BUILDING UPGRADES

A. Work By Others: Shall be provided by the General Contractor.

3.09 HYDRAULIC JACK REPLACEMENT

A. Jack: Replace the existing under ground hydraulic cylinder to avoid problems during the up-coming summer season as follows:

1. Provide all rigging in order to support the car in the overhead of the elevator shaft while demolition is conducted.
2. Perform all demolition and removal of the underground hydraulic cylinder and piston.
3. Remove any contaminants within the well hole casing that can be hand dug or removed with water and air.
4. Install new single or multi piece hydraulic cylinder and piston, if required.
5. New Cylinder to include manufacturer's applied extruded coating system protection from electrolysis.
6. Elevator Contractor shall also provide and install schedule 40 PVC liner if well hole casing is large enough to accommodate PVC and plumb new jack.
7. Perform adjusting and full load test with elevator inspector, as required.

END OF SECTION

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SECTION 21 05 17

SLEEVES AND SLEEVE SEALS FOR FIRE-SUPPRESSION PIPING

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. Sleeves.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Galvanized-Steel-Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, with plain ends.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION

A. Install sleeves for piping passing through penetrations in floors, partitions, roofs, and walls.

B. Install sleeves for pipes passing through interior partitions.

1. Cut sleeves to length for mounting flush with both surfaces.
2. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation.
3. Seal annular space between sleeve and piping or piping insulation; use joint sealants appropriate for size, depth, and location of joint. Comply with requirements for sealants specified in "Joint Sealants."

C. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Comply with requirements for firestopping specified in "Penetration Firestopping."

3.2 SLEEVE SCHEDULE

A. Use sleeves and sleeve seals for the following piping-penetration applications:

1. Interior Partitions:

a. Piping Smaller Than NPS 6: Galvanized-steel-pipe sleeves.

END OF SECTION

SECTION 21 05 18

ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING

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. Escutcheons.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 ESCUTCHEONS

A. One-Piece, Stamped-Steel Type: With chrome-plated finish and spring-clip fasteners.

B. Split-Plate, Stamped-Steel Type: With chrome-plated finish, concealed hinge, and spring-clip fasteners.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install escutcheons for piping penetrations of walls, ceilings, and finished floors.

B. Install escutcheons with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.

1. Escutcheons for New Piping:

a. Bare Piping at Wall Penetrations in Finished Spaces: One-piece, stamped-steel type or split-plate, stamped-steel type with concealed hinge.

b. Bare Piping in Unfinished Service Spaces: One-piece, stamped-steel type or split-plate, stamped-steel type with concealed hinge.

3.2 FIELD QUALITY CONTROL

A. Replace broken and damaged escutcheons and floor plates using new materials.

END OF SECTION

SECTION 21 05 53

IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT

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. Pipe labels.
2. Stencils.
3. Valve tags.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For color, letter style, and graphic representation required for each identification material and device.

C. Valve Schedules: Valve numbering scheme.

PART 2 - PRODUCTS

2.1 PIPE LABELS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Brady Corporation.
2. Craftmark Pipe Markers.
3. Seton Identification Products.

B. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service and showing flow direction according to ASME A13.1.

C. Pretensioned Pipe Labels: Precoiled, semirigid plastic formed to cover full circumference of pipe and to attach to pipe without fasteners or adhesive.

D. Self-adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.

E. Pipe-Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings, pipe size, and an arrow indicating flow direction.

1. Flow-Direction Arrows: Integral with piping-system service lettering to accommodate both directions or as separate unit on each pipe label to indicate flow direction.
2. Lettering Size: Size letters according to ASME A13.1 for piping.

F. Pipe-Label Colors:

1. Background Color: Safety Red.
2. Letter Color: White.

2.2 STENCILS

A. Stencils for Piping:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Carlton Industries, LP.
b. Craftmark Pipe Markers.
c. Marking Sevices Inc.

2. Lettering Size: Size letters according to ASME A13.1 for piping.
3. Stencil Material: Aluminum.
4. Stencil Paint: Safety Red, exterior, gloss, alkyd enamel. Paint may be in pressurized spray-can form.
5. Identification Paint: White, exterior, alkyd enamel. Paint may be in pressurized spray-can form.

2.3 VALVE TAGS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Brady Corporation.
2. Craftmark Pipe Markers.
3. Marking Sevices Inc.
4. Seton Identification Products.

B. Description: Stamped or engraved with 1/4-inch letters for piping-system abbreviation and 1/2-inch numbers.

1. Tag Material: Brass, 0.032 inch thick, with predrilled holes for attachment hardware.
2. Fasteners: Brass wire-link chain.
3. Valve-Tag Color: Safety Red.
4. Letter Color: White.

C. Valve Schedules: For each piping system, on 8-1/2-by-11-inch bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or space), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.

1. Valve-tag schedule shall be included in operation and maintenance data.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean piping and equipment surfaces of incompatible primers, paints, and encapsulants, as well as dirt, oil, grease, release agents, and other substances that could impair bond of identification devices.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be installed.

B. Coordinate installation of identifying devices with locations of access panels and doors.

C. Install identifying devices before installing acoustical ceilings and similar concealment.

3.3 PIPE LABEL INSTALLATION

A. Piping: Painting of piping is specified in "Interior Painting".

B. Stenciled Pipe-Label Option: Stenciled labels may be provided instead of manufactured pipe labels, at Installer's option. Install stenciled pipe labels, complying with ASME A13.1, with painted, color-coded bands or rectangles on each piping system.

1. Identification Paint: Use for contrasting background.
2. Stencil Paint: Use for pipe marking.

C. Pipe-Label Locations: Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:

1. Near each valve and control device.
2. Near each branch connection excluding short takeoffs. Where flow pattern is not obvious, mark each pipe at branch.
3. Near penetrations and on both sides of through walls, floors, ceilings, and inaccessible enclosures.
4. At access doors, manholes, and similar access points that permit a view of concealed piping.
5. Near major equipment items and other points of origination and termination.

6. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
7. On piping above removable acoustical ceilings. Omit intermediately spaced labels.

D. Directional Flow Arrows: Arrows shall be used to indicate direction of flow in pipes including pipes where flow is allowed in both directions.

3.4 VALVE-TAG INSTALLATION

A. Install tags on valves and control devices in fire-suppression piping systems. List tagged valves in a valve-tag schedule.

B. Valve-Tag Application Schedule: Tag valves according to size, shape, and with captions similar to those indicated in "Valve-Tag Size and Shape" Subparagraph below:

1. Valve-Tag Size and Shape:
   a. Wet-Pipe Sprinkler System: 1-1/2 inches 2 inches, round

END OF SECTION

SECTION 21 13 13

WET-PIPE SPRINKLER SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Pipes, fittings, and specialties.
2. Sprinklers.

B. Related Requirements:

1. Section 23 05 23 "General-Duty Valves for Water-Based Fire-Suppression Piping" for ball, butterfly, check, gate, and trim and drain valves.

1.3 DEFINITIONS

A. Standard-Pressure Sprinkler Piping: Wet-pipe sprinkler system piping designed to operate at working pressure of 175-psigmaximum.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

B. Shop Drawings: For wet-pipe sprinkler systems.

1. Include plans, elevations, sections, and attachment details.

C. Delegated-Design Submittal: For wet-pipe sprinkler systems indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional designer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Sprinkler systems, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Domestic water piping.
2. HVAC ductwork and piping.
3. Items penetrating finished ceiling include the following:

a. Lighting fixtures.
b. Air outlets and inlets.

B. Qualification Data: For qualified Installer.

C. Approved Sprinkler Piping Drawings: Working plans, prepared according to NFPA 13, that have been approved by authorities having jurisdiction.

1.6 QUALITY ASSURANCE

A. Installer Qualifications:

1. Installer's responsibilities include designing, fabricating, and installing sprinkler systems and providing professional engineering services needed to assume engineering responsibility.

a. Engineering Responsibility: Preparation of working plans.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Sprinkler system equipment, specialties, accessories, installation, and testing shall comply with the following:

1. NFPA 13.

B. Standard-Pressure Piping System Component: Listed for 175-psig minimum working pressure.

2.2 STEEL PIPE AND FITTINGS

A. Schedule 40, Galvanized- and Black- Steel Pipe: ASTM A 135/A 135M; ASTM A 795/A 795M, Type E; or ASME B36.10M wrought steel, with wall thickness not less than Schedule 30 and not more than Schedule 40. Pipe ends may be factory or field formed to match joining method.

B. Galvanized and Uncoated, Gray-Iron Threaded Fittings: ASME B16.4, Class 125, standard pattern.

2.3 SPRINKLER PIPING SPECIALTIES

A. Branch Outlet Fittings:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Anvil International.
   b. National Fittings, Inc.
   c. Tyco Fire & Building Products LP.
   d. Victaulic Company.

2. Standard: UL 213.

3. Pressure Rating: 175-psigminimum.
4. Body Material: Ductile-iron housing with EPDM seals and bolts and nuts.
5. Type: Mechanical-tee and -cross fittings.
6. Configurations: Snap-on and strapless, ductile-iron housing with branch outlets.
7. Size: Of dimension to fit onto sprinkler main and with outlet connections as required to match connected branch piping.
8. Branch Outlets: Grooved, plain-end pipe, or threaded.

2.4 SPRINKLERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Globe Fire Sprinkler Corporation.
2. Reliable Automatic Sprinkler Co., Inc. (The).
3. Tyco Fire Products LP.
4. Venus Fire Protection Ltd.
5. Victaulic Company.
6. Viking Corporation.

B. Listed in UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."

C. Pressure Rating for Automatic Sprinklers: 175-psig minimum.

D. Automatic Sprinklers with Heat-Responsive Element:

1. Early-Suppression, Fast-Response Applications: UL 1767.
2. Characteristics: Nominal 1/2-inch orifice with Discharge Coefficient K of 5.6, and for "Ordinary" temperature classification rating unless otherwise indicated or required by application.

E. Sprinkler Finishes: Chrome plated.

F. Sprinkler Escutcheons: Materials, types, and finishes for the following sprinkler mounting applications. Escutcheons for concealed, flush, and recessed-type sprinklers are specified with sprinklers.

1. Ceiling Mounting: Chrome-plated steel, two piece, with 1-inch vertical adjustment.
2. Sidewall Mounting: Chrome-plated steel, one piece, flat.

2.5 ALARM DEVICES

A. Pressure Switches:
1. Manufacturers: Subject to compliance with requirements provide products by one of the following:
   a. Fire-Lite Alarms, Inc.; a Honeywell International company.
   b. Notifier.
   c. Potter Electric Signal Company, LLC.
2. Standard: UL 346.
3. Type: Electrically supervised water-flow switch with retard feature.
4. Components: Single-pole, double-throw switch with normally closed contacts.
5. Design Operation: Rising pressure signals water flow.

B. Valve Supervisory Switches:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Fire-Lite Alarms, Inc.; a Honeywell International company.
   b. Kennedy Valve Company; a division of McWane, Inc.
   c. Potter Electric Signal Company, LLC.
   d. System Sensor.
2. Standard: UL 346.
3. Type: Electrically supervised.
4. Components: Single-pole, double-throw switch with normally closed contacts.
5. Design: Signals that controlled valve is in other than fully open position.
6. 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.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

A. Locations and Arrangements: Drawing plans, schematics, and diagrams indicate general location and arrangement of piping. Install piping as indicated on approved working plans.
1. Deviations from approved working plans for piping require written approval from authorities having jurisdiction. File written approval with Architect before deviating from approved working plans.
2. Coordinate layout and installation of sprinklers with other construction that penetrates ceilings, including light fixtures, HVAC equipment, and partition assemblies.

B. Piping Standard: Comply with NFPA 13 requirements for installation of sprinkler piping.

C. Use listed fittings to make changes in direction, branch takeoffs from mains, and reductions in pipe sizes.

D. Install hangers and supports for sprinkler system piping according to NFPA 13. Comply with requirements for hanger materials in NFPA 13.

E. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 21 05 17 "Sleeves and Sleeve Seals for Fire-Suppression Piping."

F. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 21 05 17 "Sleeves and Sleeve Seals for Fire-Suppression Piping."

G. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 21 05 18 "Escutcheons for Fire-Suppression Piping."

3.2 JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.

C. Flanged Joints: Select appropriate gasket material in size, type, and thickness suitable for water service. Join flanges with gasket and bolts according to ASME B31.9.

D. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.

E. Dissimilar-Material Piping Joints: Make joints using adapters compatible with materials of both piping systems.

3.3 SPRINKLER INSTALLATION

A. Install sprinklers in suspended ceilings in center of acoustical ceiling panels.

B. Install sprinklers into flexible, sprinkler hose fittings, and install hose into bracket on ceiling grid.

3.4 IDENTIFICATION

A. Install labeling and pipe markers on equipment and piping according to requirements in NFPA 13.

3.5 CLEANING

A. Clean dirt and debris from sprinklers.

B. Only sprinklers with their original factory finish are acceptable. Remove and replace any sprinklers that are painted or have any other finish than their original factory finish.

END OF SECTION

SECTION 22 14 29

SUMP PUMPS

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. Wet-Pit-Volute sump pumps.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles. Rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

B. Wiring Diagrams: For power, signal, and control wiring.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For pumps and controls, to include in operation and maintenance manuals.

1.5 QUALITY ASSURANCE

A. 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.

B. UL Compliance: Comply with UL 778 for motor-operated water pumps.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Retain shipping flange protective covers and protective coatings during storage.

B. Protect bearings and couplings against damage.

C. Comply with pump manufacturer's written rigging instructions for handling.

PART 2 - PRODUCTS

2.1 WET-PIT-VOLUTE SUMP PUMPS

A. Stancor Pumps, Inc. Zoeller Pump Co., Liberty Pump Co., CentriPro Corp. See Water, Inc, Oil Smart Co.

B. Description: Factory-assembled and -tested sump-pump unit.

C. Pump Type: Wet-pit-volute, single-stage, separately-coupled, overhung-impeller, centrifugal sump pump as defined in HI 1.1-1.2 and HI 1.3.

D. Pump Casing: Stainless Steel, with strainer inlet and threaded connection for NPS 2 (DN 50) and smaller and flanged connection for NPS 2-1/2 (DN 65) and larger discharge piping.

E. Impeller: Statically and dynamically balanced, ASTM A 532/A 532M, abrasion-resistant cast iron and ASTM B 584, cast bronze, semiopen design for clear wastewater handling, and keyed and secured to shaft.

F. Bearings: Grease-lubricated, ball-type thrust bearings.

G. Pump and Motor Shaft Coupling: Flexible, capable of absorbing torsional vibration and shaft misalignment.

H. Pump Discharge Piping: Factory or field fabricated, galvanized, ASTM A 53/A 53M, Schedule 40, steel pipe with ASME B16.4, Class 125, gray iron threaded fittings.

I. Motor: Single-speed; grease-lubricated ball bearings and mounting on vertical, cast-iron pedestal.

J. Controls:
   1. High-Water Alarm: Cover-mounted, compression-probe alarm, with electric bell; 120-V ac, with transformer and contacts for remote alarm bell.

K. Controls:

   1. Enclosure: NEMA 250, Type 4X Wall-mounted.
   2. Switch Type: [Mechanical-float] [Mercury-float] [Pressure] <Insert type> type, in NEMA 250, Type 6 enclosures with mounting rod and electric cables.
   3. Automatic Alternator: Start pumps on successive cycles and start multiple pumps if one cannot handle load.
   4. High-Water Alarm: Rod-mounted, NEMA 250, Type 6 enclosure with mechanical-float, mercury-float, or pressure switch matching control and electric bell; 120-V ac, with transformer and contacts for remote alarm bell.

L. Control-Interface Features:

   1. Remote Alarm Contacts: For remote alarm interface.

2.2 SUMP PUMP CAPACITIES AND CHARACTERISTICS

A. Unit Capacity: 74 gpm (max).

B. Number of Pumps: One.

C. Each Pump:

1. Capacity: 74 gpm (max).
2. Total Dynamic Head: 32 feet (max).
3. Speed: 1800 rpm.
4. Discharge Size: 2 NSP
5. Electrical Characteristics:

a. Motor Horsepower: 0.5
b. Volts: 120.
c. Phases: Single.
d. Hertz: 60.

D. Unit Electrical Characteristics:

1. Full-Load Amperes: 4.2

2.3 MOTORS

A. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Section 22 05 13 "Common Motor Requirements for Plumbing Equipment."

1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.

B. Motors for submersible pumps shall be hermetically sealed.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine roughing-in for plumbing piping to verify actual locations of storm drainage piping connections before sump pump installation.

3.2 INSTALLATION

A. Pump Installation Standards: Comply with HI 1.4 for installation of sump pumps.

3.3 CONNECTIONS

A. Comply with requirements for piping specified in Section 22 14 13 "Facility Storm Drainage Piping." Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to equipment to allow service and maintenance.

3.4 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.

B. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

C. Tests and Inspections:

1. Perform each visual and mechanical inspection.
2. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Pumps and controls will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports.

3.5 STARTUP SERVICE

A. Preform Startup service.

1. Complete installation and startup checks according to manufacturer's written instructions.

3.6 ADJUSTING

A. Adjust pumps to function smoothly, and lubricate as recommended by manufacturer.

Adjust control set points.

3.7 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain controls and pumps.

END OF SECTION

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SECTION 23 00 00

GENERAL REQUIREMENTS MECHANICAL AND ELECTRICAL

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Work under this Section is subject to the requirements of the Contract Documents, including the Drawings, General and Supplementary Conditions, and Division 1 of the Specifications.

B. This section is hereby made a part of all other sections of Division 23 & 26 as fully as if repeated in each therein.

1.2 GENERAL PROVISIONS

A. The conditions of Division 1 GENERAL REQUIREMENTS apply to each and every Contract and Contractor or other person or persons supplying any material or labor entering this building, either directly or indirectly.

B. Mechanical and Electrical Contractors are bound by provisions of Conditions as described above.

C. Three (3) Sub-Contractors will be covered by these General Requirements. They are:

1. Heating, Ventilating and Air Conditioning.
2. Plumbing
3. Electrical.
4.

D. For simplicity, these Sub-Contracts and Sub-Contractors will be referred to further herein as the HVAC, DDC Controls and Electrical Contracts or Contractors.

E. The term "Mechanical Contractor" shall mean the HVAC and Plumbing, Contractors.

1.3 DESCRIPTION

A. The Drawings and Specifications shall be understood to cover systems of Plumbing, Heating, Ventilation and Air Conditioning, Temperature Control, and Insulation and Pipe Covering as shown on the drawings and as specified. The drawings and specifications are to be taken together. Work specified and not shown, or work shown and not specified, shall be as binding as though required by both, the drawings and specifications.

B. Minor items and accessories or devices reasonably inferable as necessary to the complete and proper operation of any system shall be provided for such systems, whether or not they are specifically called for by the specifications or the drawings.

1.4 DEFINITIONS

A. Exposed: Open to view inside the building.

B. Concealed: Any piping, ductwork or equipment not considered exposed to view. For example, spaces between ceiling and floor construction above; between double walls; furred-in areas; pipe and duct shafts, etc.

C. Conditioned: Forced supply or return air, which has been heated or cooled.

D. HVAC: Heating, Ventilating, and Air-Conditioning.

E. Fixture Runout: Branch pipe connection to a terminal unit.

F. Mechanical Equipment Room: Any room or confined space, such as a penthouse, pump room, fan room, or service room, where mechanical equipment is located.

G. “Where exposed to people’s contact” (Not including maintenance personnel): Being capable of being reached without the use of a ladder.

H. Exposed: In plain view of the end-user and occupants of any space other than mechanical or service spaces.

1.5 DRAWINGS AND SPECIFICATIONS

A. It is the intent of the specifications and drawings to include under each item all materials, apparatus and labor necessary to properly install, equip, adjust and put into perfect operation the respective portions of the installations specified and to so interconnect the various items or sections of the work as to form a complete and properly operating whole.

B. Any apparatus, machinery or small items not mentioned in detail which may be found necessary to complete or perfect any portion of the installation in a substantial manner and in compliance with the requirements stated, implied or intended shall be furnished without extra cost to the Owner. This shall include all materials, devices or methods peculiar to the machinery, apparatus or systems furnished and installed by the HVAC, Plumbing, DDC Controls and Electrical Contractors.

C. In referring to drawings, figured dimensions take precedence over scale measurements. Discrepancies must be referred to the Engineer for decision. Each Contractor shall certify and verify all dimensions before ordering material or commencing work.

D. Any work called for in the specifications, but not mentioned or shown on the drawings, or called for on the drawings, but not mentioned in the specifications, shall be furnished as though called for in both.

E. When any device or part of equipment is herein referred to in the singular number, such as "the pump" such reference shall be deemed to apply to as many such devices as required to complete the installation.

F. The term "Provide" shall mean "Furnish and Install". Neither term will be used generally in these specifications, but will be assumed. The term "Furnish" shall mean to obtain and deliver on the job for installation by other trades.

G. The Drawings are essentially diagrammatic in nature and show general arrangement of the equipment, piping, ductwork, accessories, etc. Because of the small scale of the Drawings, it is not possible to show each offsets, fittings, and accessories, which may be required. Carefully investigate the structural conditions, original Architectural Drawings, Equipment Drawings, and the finished conditions of the work and arrange such work accordingly, furnish any fittings, pipe accessories that may be required to meet such conditions.

H. Any changes from the plans necessary to make the work conform to building as constructed and to fit work of other trades, or to conform to rules of the governing authorities and regulations, shall be met by the Contractor without extra cost to the Building Owner/Tenant.

I. The layout of the piping, ductwork, equipment, etc., as shown on the Drawings shall be checked and exact locations shall be determined by the dimensions of equipment approved and Contractor shall obtain the Engineer's approval for any revised layout before the apparatus is installed. The Contractor shall consult the Architectural, Structural, and Equipment Drawings for the dimensions, locations of partitions, locations and sizes of structural supports, foundations, to coordinate installation and penetrations, etc.

J. Contractor shall also refer to approved Shop Drawing of equipment furnished under other Contracts or Sections of the Specifications for exact location of service connections. The equipment Shop Drawings will be furnished to the Contractor before roughing in. Contractor shall not install any piping or ductwork for said equipment until they have received approved Coordination Drawings for same.

1.6 LAWS, ORDINANCES, REGULATIONS AND PERMITS

A. The entire HVAC, Plumbing, DDC Controls and Electrical Systems in all and or part shall conform to all pertinent laws, ordinances and regulations of all bodies having jurisdiction, notwithstanding anything in these drawings or specifications to the contrary.

B. The work shall be installed in conformity with the City, State and Federal, or Board of Underwriters' laws, regulations, rules, or ordinances in effect and governing same, such rules and regulations and local ordinances to be considered part of these Specifications. Contractor shall be held strictly responsible for any violation of same and shall change their work to conform without additional cost to Building Owner/Tenant.

C. Each Contractor shall pay all fees and obtain and pay for all permits and inspections required by any authority having jurisdiction in connection with their work.

D. Electrical work shall comply with the requirements of the National Electrical Code, NFPA and other boards and departments having local jurisdiction. Electrical Contractor shall obtain and pay for Certifications of Inspection by an authorized Electrical Inspection Agency and by local, municipal and state approving agencies. The materials, in general, shall be Underwriters' Laboratories listed and shall bear UL label.

1.7 EXISTING UTILITIES

A. Location of utilities as shown on the drawings has been determined from the best available information and is given for the convenience of the Contractor; however, Building Owner/Tenant does not assume responsibility in the event that during construction, utilities other than those shown may be encountered, and that the actual location of those which are shown may be different from the location as shown on the plans.

B. The Contractor shall be responsible for any interference with or damage to any existing utilities, and shall repair or replace same with the least possible delay.

C. The Contractor shall notify Engineer of any broken or open pipes discovered during construction.

1.8 CONNECTIONS TO UTILITIES

A. Apply for and obtain services from utility companies and municipalities. All charges for which utility companies and municipalities must be reimbursed shall be paid for by the respective Contractor at no additional cost to the Owner.

1.9 TESTS

A. The following requirements are supplementary to tests specified for individual equipment or systems in Mechanical and Electrical work sections.

1. Give written notice of date of test in ample time to all concerned.

B. Concealed or insulated work shall remain uncovered until all required tests have been completed; but if construction schedule requires, arrange for prior tests on parts of systems as approved.

C. As soon as conditions permit, conduct preliminary tests of equipment to ascertain compliance with specified requirements. Make needed changes, adjustments and/or replacements as preliminary tests may indicate, prior to acceptance tests.

D. Conduct pressure, performance and operating tests as specified or required for each system or equipment unit in the presence of the Architect, Engineer or Owner as well as a representative of agencies having jurisdiction.

E. Obtain Certificates of Approval and/or Acceptance as specified or required in compliance with regulations of agencies having jurisdiction. Work shall not be deemed complete until such Certificates have been delivered to the Architect.

F. Testing shall prove conclusively that Mechanical and Electrical systems operate properly, efficiently and quietly in accordance with intent of drawings and specifications.

1.10 CONTINUITY OF SERVICES (SHUTDOWN AND NOTIFICATIONS)

A. It is imperative that service interruptions on the various existing utilities be held to an absolute minimum. Wherever possible, the Contractor shall provide suitable temporary services or connections, where continuity of service for essential systems can be

maintained by this means. It will be the Building Owner's/Tenant's final prerogative to decide which systems are to be considered as essential, and to establish the maximum allowable shutdown time, if any, for each system.

B. Generally, no action shall be taken by the Mechanical and Electrical Contractors that will interrupt any of the existing building services for this building or any other building until previously arranged with the Engineer and Owner or their authorized representative.

C. The Building Owner/Tenant will require not less than 72 hours advance notice, in writing, that an interruption of service in any system is desired. Such notice shall identify the system or systems involved, and shall be submitted in duplicate, one (1) copy of which will be signed and returned by the Building Owner's/Tenant's authorized representative stating whether the requested shutdown will be permitted or not.

D. Should any service be interrupted by these Contractors, the Contractor causing such interruption shall provide immediately all labor, including overtime if necessary, and all material and equipment necessary for restoration of such service.

1.11 ENTRANCE OF EQUIPMENT

A. Each Contractor shall perform all necessary rigging required for completion of work under their contract.

B. Contractor shall be responsible to repair all damage as a result of rigging and/or bringing equipment into the building. All damaged items shall be restored back to their original condition at no additional cost to the Owner.

1.12 VISIT TO SITE

A. Due to the nature of the work involved under this contract, all bidders are required to thoroughly examine the site.

B. Bidding Contractors shall thoroughly review Contract Documents prior to visiting the site, take Contract Documents to site and thoroughly explore to any extent necessary, the existing conditions as relating to fulfilling the requirements of this Contract.

C. If discrepancies are noted between requirements of Contract Documents and existing conditions, Contractor shall so indicate to the Architect during bidding period and receive clarification before bidding. Failure to comply with this requirement will result in Architect’s interpretation during the construction period and the Architect’s decision will be final and binding as the sole interpreter of the contract requirements.

D. Extras will not be considered for any work relating to connections with existing systems or adaptability of new systems to existing structures.

E. Submission of proposals shall be considered evidence that Contractors have complied with the requirements of this Article.

1.13 LINES AND LEVELS

A. At the job site, the Contractor shall layout and establish the lines and levels necessary for this work by using Bench Marks.

1.14 OVERTIME WORK

A. It is contemplated that work included be done during regular working hours on a "straight time" basis.

B. Where a shutdown of essential utilities is required for final connections or "cross overs", the Building Owner/Tenant and Architect shall be notified well in advance and approval obtained before proceeding with the work. The period of interruption of services shall be held to the minimum required to complete the work. If overtime work is required, this overtime shall be included as a part of the base bid.

1.15 INSTRUCTING OWNER'S PERSONNEL

A. After all tests and adjustments have been made, each Contractor shall fully instruct the representatives of the Owner in all details of operation of the equipment installed under their contract.

B. Each Contractor shall operate their equipment for sufficient length of time to satisfy the Architect that requirements of the Contract Documents have been fulfilled.

C. All training will be video-recorded by the Contractor. Provide three (3) copies to the Maintenance Superintendent.

D. Operation & Maintenance Manuals for all Equipment and Systems must be submitted before any Instruction to Owner’s Personnel are scheduled.

1.16 OPERATING AND MAINTENANCE INSTRUCTIONS

A. Each Contractor shall provide three (3) copies of printed instructions to the Architect upon completion of installation. Instructions shall be bound in separate, hardback, 3-ring or 3 D-ring loose leaf binders.

B. Instruction books shall be prepared by sections and contain detailed start-up, operating and maintenance instructions for all components of all systems, including wiring, and piping diagrams necessary for clarity. The cover of each binder shall be identified with the name of the project and the words "Operating and Maintenance Instructions".

C. Each section shall have labeled tabs and be clearly marked with equipment or system name and contain detailed parts list data, ordering information and the name, address and telephone number of the closest supply source.

D. All instructional data shall be neatly and completely prepared to the satisfaction of the Architect.

E. Operation & Maintenance Manuals for all Equipment and Systems must be submitted before any Instruction to Owner’s Personnel are scheduled.

1.17 GUARANTEE

A. All material, equipment and workmanship provided by each Contractor shall be in first class operating condition in every respect at time of acceptance by Owner. Acceptance by the Owner shall be by letter to this effect written to each Contractor.

B. Each Contractor shall unconditionally guarantee in writing all materials, equipment and workmanship for a period of two (2) years from date of acceptance by Owner unless a longer period is stipulated under specified headings. During the guarantee period each Contractor shall repair or replace, at their own expense, any materials, equipment or workmanship in which defects may develop and they shall also provide free service for all equipment and systems involved in their contract during this guarantee period.

C. Guarantee shall also include restoration to its original condition of all adjacent work that must be disturbed in fulfilling this guarantee.

D. All such repairs and/or replacements shall be made without delay and at the convenience of the Owner.

E. Repairs or replacements shall bear an additional twelve (12) months guarantee from the time repair or replacement is complete. This requirement shall be binding, even though it will exceed product guarantees normally furnished by some manufacturers.

F. Guarantees furnished by Subcontractors and/or Equipment Manufacturers shall be counter-signed by the related Contractor for joint and/or individual responsibility for subject item.

G. Manufacturer’s equipment guarantees or warranties extending beyond the guarantee period described above shall be transferred to the Owner along with the contractor's guarantees.

H. Note that guarantees shall run from the date of final payment for the complete project, not from the date of installation of, or payment for an item or device.

1.18 MINOR DEVIATIONS

A. The dimensions of equipment hereinafter specified or indicated on the Drawings are intended to establish the outlines and characteristics of such equipment in general. Minor deviations in dimensions will be permitted to allow the manufacturers specified to bid on their nearest stock equipment, provided the specified ratings are met or exceeded.

B. Where manufacturers' catalog numbers or types are mentioned in the Specifications or indicated on the Drawings, they are intended to be used as a guide only and shall not be interpreted as taking precedence over the basic rating and duty specified. In all cases, manufacturers shall verify the duty specified with particular characteristics of the equipment they intend to offer for approval and shall also pay the additional charges as may be required under other Divisions.

1.19 SHOP DRAWINGS

A. Submit eight (8) copies of shop drawings for all material and equipment as noted in Manufacturer's and Sub-Contractors List, except where indicated otherwise further herein.

B. Prior to submission of shop drawings, the Contractor shall notify the Engineer of any site conditions differing from those indicated or specified.

C. Prepare shop drawings by careful reference to drawings and specifications.

D. Identify each shop drawing by Job Name and reference to applicable Specification Article number.

E. Shop drawing data for all equipment shall include, but not be limited to, the following:

1. Manufacturers' catalog designation, photographs and specifications.
2. Full electrical data, including specifically, electrical characteristics.
3. Dimensions, capacities, ratings, material and finish.
4. Such other detailed information as required for proper evaluation.

F. Review Time:

1. Allow two (2) weeks for the Engineer's processing of each submittal, exclusive of Owner’s, Architect’s or others in the processing chain. Allow a longer time period where processing must be delayed for coordination with subsequent submittals.

G. Submission of shop drawings for electric motor starters shall include a tabulation listing:

1. The equipment the starter is intended to control.
2. Horsepower.
3. Voltage.
4. Phase.
5. Full load amperes.
6. The manufacturer's number or type.
7. Overload heater numbers and amperage.
8. Quantity of auxiliary contacts.
9. Pushbutton arrangement.
10. Pilot light arrangement if applicable.

H. Each Contractor shall examine all shop drawings before submission for review. Each Contractor shall then forward all shop drawings with their initialed acceptance stamp and by so doing the Contractor thereby represents that they have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data, have notified the Engineer of site conditions varying from those indicated or specified, and that they have checked and coordinated each item with other applicable accepted shop drawings and the contract requirements. Shop drawings and catalog data submitted without the Contractor's stamp of acceptance will be returned to the Contractor without review.

I. Shop drawings smaller than 8-1/2 x 11 shall be secured to letter size paper of this size.

J. Material and equipment installed or used without shop drawing review are subject to rejection by the Engineer.

K. Corrections or comments made on shop drawings during review by the Engineer does not relieve the Contractor from compliance with requirements of the drawings and specifications. Such review shall be only for general conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Engineer review partial submissions or those for which submissions for correlated items have not been received. The Contractor is responsible for: confirming and correlating all quantities, clearance and dimensions, selecting fabrication processes and techniques of construction, coordinating work with that of all other trades, and performing their work in a safe and satisfactory manner.

L. Furnish two (2) black or blue line print sets of the pipe layouts, and equipment drawings on ¼" = 1'-0" scale plans using AutoCAD Release 2010 or higher. The drawings shall show the coordination between new work and existing system conditions; include a symbol list, title block information, drawing titles, key plan, north arrow, room names and numbers, match lines; pipe heights; details of congested areas; and a typical elevation showing discipline coordination. The sheet size for floor plans and associated details shall match the Design Drawing sheet size. The ductwork layout shall be shown in double line. The drawing's layering system shall comply with the Building Owner's/Tenant's AutoCAD Standards Manual.

M. Electronic drawing files in AutoCAD, Release 2010 will be available to the Sub-contractors through the General Contractor. If electronic drawing files are requested, the Engineer shall provide compact diskettes (CDs) to the Contractor containing the mechanical, plumbing, gas, fire protection, and electrical floor plans.

1.20 AS-BUILT DRAWINGS

A. During the course of the work, maintain a record set of drawings on which shall be marked the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, etc.

B. Include all Addendum, Change Orders and construction field directives (responses to RFI's) on the As-Built Drawings.

C. At project completion, obtain a clean set of prints and a AutoCAD 2010/2013 CD from the Engineer, and make a set of reproducibles. Neatly transfer all the recorded as-built information on both the reproducibles and AutoCAD 2010/2013 CD.

D. Provide two (2) prints of these reproducibles, along with the reproducibles themselves and CAD CD, to the Engineer. In addition, attach one (1) complete set of prints to each

of the OPERATING AND MAINTENANCE INSTRUCTIONS specified previously herein.

1.21 PUNCH LIST CLOSE-OUT

A. Each Contractor shall carefully read and review each punch list item.

B. Contractors shall review the contract documents and job correspondence minutes relating to punch listed items to assure thorough understanding thereof within three (3) working days after receipt of the punch list.

C. It is the responsibility of the Contractor to contact the author of the punch list to resolve any items in question, including factual inclusion of the punch listed items, as part of the work covered by the contract documents as basic services.

D. In the absence of such contact, the Contractor agrees to comply with all items in the punch list.

E. Upon resolution of the final punch list items, reduce the action taken to writing on the Contractor's company letterhead, and state, for the record, by reference to each punch list item, thereby absolving the Architect of the responsibility of repeatedly visiting the site to verify completion of final punch list items. The Contractor's letter is to be termed "Final Punch List Resolution Letter."

F. Contractor must clearly state where exceptions are taken.

G. Approval of final payments for work done by the Contractor will be granted upon receipt and acceptance of the "Final Resolution Letter."

1.22 TEMPORARY FACILITIES, UTILITIES AND HEATING

A. Refer to Section TEMPORARY FACILITIES AND CONTROLS in Division 1 of these specifications.

1.23 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Summary of Work

B. Project Meetings

C. Construction Schedules

D. Temporary Facilities

E. Project Closeout

F. Project Record Documents

PART 2 MATERIALS

2.1 MANUFACTURER'S AND SUB-CONTRACTORS LIST

A. Before ordering any material or equipment unit, and not later than twenty (20) working days after signing of contracts each Contractor shall submit a list of Manufacturers, Sub-Contractors and Suppliers showing make, type, manufacturers name and trade designation of all materials, and equipment, proposed for use under this contract. List shall be prepared by reference to specifications.

B. The list, when accepted, shall be supplementary to specifications, and no variations therefrom will be permitted except with the approval of the Architect.

C. No shop drawings will be processed until the Contractor has satisfactorily completed the requirements of this Article.

2.2 MATERIALS AND EQUIPMENT

A. All materials and equipment shall be new, unless noted otherwise, and shall conform to the grade, quality and standards specified herein.

B. All equipment offered under these specifications shall be limited to products regularly produced and recommended for service ratings in accordance with engineering data or other comprehensive literature made available to the public and in effect at the time of opening of bids.

C. Items such as valves, motors, starting equipment, vibration isolating devices, lamps, and all other equipment and material, where applicable and practicable, shall each be of one manufacturer.

D. Equipment shall be installed in strict accordance with manufacturer's instructions for type and capacity of each piece of equipment used. Contractors shall obtain these instructions which will be considered part of these specifications. Type, capacity and application of equipment shall be suitable and shall operate satisfactorily for the purpose intended in the HVAC, Plumbing and Electrical Systems.

2.3 SUBSTITUTIONS

A. See General Conditions.

2.4 EQUIPMENT VARIATIONS

A. The materials and products mentioned in these specifications are given to establish a standard of quality, design and performance. The phrases "equivalent acceptable", "or equal", "equal to", and “approved substitute” shall be used to indicate that other similar products may be used provided such substitutes are accepted by the Architect as meeting all standards necessary to perform the function intended. Where three (3) or more manufacturers are mentioned for an item, selection shall be made from among those manufacturers. Specific products listed without reference to equals or substitutions shall be provided as specified, unless a written request for substitution is submitted to the Architect for approval ten (10) days prior to the date for receipt of bids. Such request

shall include a complete description of the proposed substitute, along with sufficient documentation and other information necessary for a complete evaluation of the proposed substitution. If approved, substitute product will be listed in an addendum so that all bidders are alerted to it.

B. The Contract Documents have been prepared to provide for the incorporation of at least one of the specified items or assemblies of every category of materials, products or pieces of equipment. In the event that the incorporation into the work of an approved substituted item or assembly will require revisions or additions to the contractual requirements of either the contractor proposing the substitution or any other contractor, the contractor proposing the substitution shall bear the cost of such revisions or additions to the work of all trades affected, and shall pay for all engineering or architectural services required at no change in the contract sum.

2.5 VIBRATION ELIMINATION

A. The Mechanical and Electrical Contractors shall provide vibration isolation support provisions for all moving or rotating equipment, machinery and transformers when such provisions are not furnished and/or integrally mounted by the equipment manufacturers. They shall be equal to Amber/Booth Company or Korfund Company, Inc., and installed in accordance with vibration isolation manufacturers' recommendations unless specified otherwise herein.

B. Provide all rotating or moving machinery or equipment suspended from building structure with approved resilient suspension mountings.

C. Provide the equivalent of Flexonics Corp. metallic vibration isolating connections between all pumps and connecting piping.

D. All electrical connections to moving or vibrating equipment, such as motors, generators, transformers, etc., shall be made by use of flexible metallic conduit.

E. No rigid pipes, ducts, conduit or other extended machine assemblies connected to vibration isolated equipment shall be tied in directly with the building construction. Such elements shall be connected to the equipment through flexible fittings, and be supported by isolating equipment as required.

F. All systems shall operate free from objectionable vibration and noise resulting therefrom, and each Contractor shall take all necessary steps required to achieve this result without additional cost to the Owner.

2.6 INSERTS, HANGER SUPPORTS, CLAMPS, FASTENINGS

A. All materials, designs and types of inserts, hanger supports and clamps shall meet the requirements of the Manufacturers Standardization Society Document MSS-SP-58, latest edition, and also Underwriters Laboratories, Inc., National Electrical Code and Factory Mutual Engineering Division Standards where applicable. Insert, hanger support and clamp types referenced herein are shown in MSS-SP-58.

B. Each Contractor shall be responsible for and provide all necessary inserts, hanger supports, fastenings, clamps and attachments necessary for support of their work. The types of all inserts, hanger supports, fastenings, clamps and attachments to be used shall be selected to suit both new and existing building construction conditions and applied for the purposes intended.

C. In new overhead cast-in-place concrete construction, provide type 18 steel concrete inserts and fasten to form work before concrete is cast. For cast concrete floor or roof sections too thin to permit the use of inserts extend the hanger rod through the slab and terminate with a nut and large washer, recessed into the top face of the slab as approved by the Architect.

D. For Mechanical systems, clamps and attachments to steel beams and bar joists shall be made using types 20, 21, 23, 25, 27, 28, 29 or 30 as applicable to suit conditions of construction. Clamps and attachments shall be selected on the basis of the required load to be supported. Provide all necessary steel angle iron or channel between bar joists, or steel beams where direct attachment cannot be made. No holes are to be drilled or burned in structural building steel for hanger rod supports.

E. Metallic masonry anchors shall be provided for all pre-cast concrete, masonry and cast concrete construction, and may be provided as an alternate for cast-in-place construction. Locate in pre-cast and cast-in-place concrete as directed by the Architect. Dynabolt, Ram-In and/or Tru-Bolt masonry anchors as manufactured by Ramset shall be provided as recommended by the anchor manufacturer for the various applications, stresses and services involved. Redhead, Hilti or Wej-It equivalents acceptable. Installation of masonry anchors shall be accomplished by pre-drilling concrete or masonry to diameters and depths required to properly accommodate anchor bolts.

F. Toggle bolts may be used in dry wall and lath and block plaster walls. The use of toggle bolts shall be restricted to the weight limitations imposed by the toggle bolt manufacturer for the size used.

G. Except where noted otherwise herein, attachment to wood or material of similar fibrous nature shall be made with lag screws and/or wood screws of required size.

H. Screws with wooden or plastic plugs, or lead caulking anchors are not acceptable.

2.7 ACCESS DOORS AND PANELS

A. Each Mechanical and Electrical Contractor shall furnish and locate for installation under General Construction, all access doors and panels for concealed portions of Mechanical and Electrical work requiring accessibility for operation and maintenance of their installed work.

B. Access door size is shown, on the drawings.

C. Sixteen (16) gauge minimum doors with screw fasteners and painted finish. They shall be equal to Inryco/Milcor, Karp Associates as follows:

D. Underwriters "B" label access doors where required for access to shafts, corridors, and where located in fire walls and partitions.

E. No access panels shall be installed without specific approval of the Architect as to location. The proposed location of panels of each Contractor shall be reviewed with the Architect by the General Contractor's Job Superintendent before installation of equipment or panels. Controversies must be resolved at no cost to the Owner.

2.8 ANCHOR BOLTS

A. Mechanical and Electrical Contractors shall provide and set in place at the time foundations, bases or curbs are poured or formed, all necessary anchor bolts as required for the various equipment specified herein. They shall be hook type anchor bolts of proper size and length to suit the apparatus. Set bolts in pipe sleeves of approximately twice the bolt diameter and of length equal to the embedded length of the bolt, with sleeves terminating flush with finished surfaces of foundations, bases or curbs.

B. When the equipment is set in its proper position and aligned with the anchor bolts, the space between the anchor bolts and the inside wall of the sleeves shall be completely filled with non-shrink cementitious grout equal to Crystex as manufactured by L & M Construction Chemicals, Inc., Master Builders or approved equal.

C. Each Contractor shall assume all responsibility for the location of all anchor bolts for the equipment furnished by them under these specifications, and must have a representative present at the time foundations, bases or curbs are poured or formed.

D. All anchor bolts shall be of sufficient strength to withstand any loading imposed by the attached materials or equipment.

2.9 SLEEVES

A. Each Contractor shall furnish and set all sleeves required for their work and be fully responsible for the final and permanent locations thereof.

B. Sleeves shall be provided in the following locations:

1. All pipes passing through all cast-in-place concrete construction and masonry walls.
2. All conduits passing through cast-in-place waterproof concrete construction and waterproof masonry walls.

C. Sleeves shall extend through construction and be finished flush with each surface except where noted otherwise. Each sleeve shall provide for a minimum ½" clearance around pipe, or its covering in the instance of pipe covered with insulation.

D. All sleeves in waterproof walls shall be fitted and sealed with positive hydrostatic "Link Seals" as manufactured by Thunderline Corporation. Sleeves shall be sized accordingly. Link Seals shall be placed around piping and/or conduit and inserted into the void between inner wall of sleeve and piping and/or conduit. Tighten link seals as required for watertight seal.

E. All sleeves shall be Schedule 40 steel pipe finished with smooth edges. Sleeves in waterproof walls shall be fabricated with minimum 1/4" thick rectangular steel plate placed around mid-point of sleeve, continuously welded to sleeve and then the entire/plate assembly placed into proper position prior to erection of walls. Otherwise sleeves shall be provided with a minimum of three (3) lugs for anchoring.

F. Voids between sleeves and piping or conduit, where located in fire partitions or masonry walls, shall be packed with mineral fiber rope, with fire-rate link seals or foamed with proper 3M fire-rate fitted foam.

G. All sleeves shall be set prior to or during erection of walls. Cutting or drilling of walls after erection will not be permitted.

H. If sleeves are omitted or located incorrectly the particular contractor who is at fault shall at their own expense, engage the trade which originally installed the work to cut and patch to the satisfaction of the Architect.

I. Any pipe or conduit that must pass through pre-cast floors and will be exposed in finished areas that have floor drains including areas such as Janitors Closets, Toilet Rooms and the like shall be made watertight by use of "Link Seals" inserted into void between piping and/or conduit and openings thereof.

J. All openings for piping and conduit in existing masonry or concrete work shall be neatly core drilled.

2.10 MANUFACTURER'S NAMEPLATES

A. Each major component of the equipment shall have the manufacturer's name, address, model number and rating on a plate securely affixed in a conspicuous place. The nameplate of a distributing agent is not acceptable. ASME Code ratings, or other data, which is die-stamped into the surface of the equipment, shall be in a visible location.

2.11 PIPING AND EQUIPMENT IDENTIFICATION

A. Pipe markers shall be "Setmark" snap on type "SNA" as manufactured by "Seton Identification Products", 20 Thompson Road, P.O. Box 819, Branford, CT 06405-0819 (1-800-243-6624). Pipe markers shall comply with OSHA Standards with wording and color coding conforming to ANSI A13.1-1981 scheme for identification of piping otherwise.

B. Mark all systems of piping with markers on piping system near or on each valve, on 12 foot maximum centers and in every change in direction.

C. Markers shall indicate the following:

1. Pipe contents in legend form.
2. Size of piping.
3. Direction of flow in piping.

D. Stenciling in accordance with standards published by the Mechanical Contractors Association of America, Part V may be provided in lieu of pipe markers.

E. Identify all valves, controls, dampers and other parts of mechanical systems by means of 2" round brass, aluminum or plastic tags. Tags shall have engraved or stamped letters or numbers 1/2" high. Fasten tags securely with brass "S" hooks or chains. Brass tags shall be style 300BL, aluminum tags shall be style 2070 and plastic tags shall be Setonite; all as manufactured by Seton Identification Products.

F. Provide framed valve chart showing location, number and service or function of each tagged item. Frame charts in approved frame with clear Lucite front, secured to walls in location as directed. Provide two (2) separate copies of each chart, permanently bound and covered as two (2) separate items.

G. Identify all mechanical and electrical equipment as to nature, service and purpose by means of permanently attached phenolic Setonite nameplates having dull black outside and white core. Nameplates of approved size, beveled edges and engraved through outside to core; as manufactured by Seton Identification Products.

H. Identify by stenciling similar information thereon, in letters of approved size and working, all concealed mechanical equipment.

I. Identify all valve locations, on the runners of the ceiling grid with neatly typed and color coordinated labels. Review color selection with Owner and Engineer.

PART 3 EXECUTION

3.1 METHOD OF PROCEDURE

A. The drawings accompanying these specifications are diagrammatic and intended to cover the approximate and relative locations of the HVAC, Plumbing, and Electrical Systems.

B. Installation, connection and interconnection of all components of these systems shall be complete and made in accordance with the manufacturer's instructions and best trade practices.

C. Each Contractor shall erect all parts of equipment to be furnished under their contract at such time and in such manner as not to delay or interfere with other Contractors on the work.

D. All piping, conduit and duct work shall be plugged as required during construction to prevent entering of dirt.

E. Before material is ordered or any work performed, each Contractor shall verify all measurements, including lines, grades, pipes, and conduit and duct work elevations at the building and shall be responsible for the correctness thereof. No extra compensation will be allowed on account of differences between actual dimensions and measurements and those indicated in the Contract Documents. Any discrepancies discovered shall be submitted to the Architect for consideration before proceeding with the work.

F. Each Contractor shall lay out their work and be responsible for the establishment of heights, grades, etc., for all interior and exterior piping, drains, fixtures, conduit, duct work, etc., included in Contract Documents, in strict accordance with the intent expressed thereby; and all the physical conditions to be met at the building and finished grade, and shall be responsible for accuracy thereof. The establishment of the location of all work shall be performed in consideration of the finished work. In case of conflict, equipment and/or materials shall be relocated without cost to the Owner, as directed by the Architect, regardless of which equipment was installed first.

G. Each Contractor shall cooperate with other Contractors for the proper securing and anchoring of all work included within these specifications. Extraordinary care shall be used in the erection and installation of all equipment and materials to avoid marring surfaces of the work of other Contractors, as each Contractor will be held financially responsible for all such injury caused by the lack of precaution and due to negligence on the part of their workers.

H. Do not run pipe or conduit for Mechanical and Electrical Systems in any concrete slab three inches (3") or less in thickness. Do not place any pipe or conduit in any slab where the outside diameter of the pipe or conduit is more than one-quarter the thickness of the slab.

I. All piping, duct work, conduit and other Mechanical and Electrical materials and equipment shown to be mounted below ceilings are to be kept as close to ceiling areas as possible unless otherwise noted.

J. Items such as valves, dampers, cleanouts, etc. that will be concealed in construction shall be installed and so arranged as to be fully accessible for adjustment, service and maintenance.

3.2 ERECTION AND WORKMANSHIP

A. Contractor shall adapt their work to job conditions and make such changes as required and permitted by the Architect/Engineer such as moving their work to clear beams, joists, light fixtures, etc., adjusting risers, avoiding interferences with windows and openings, etc., raising or lowering their work to permit the passing of ductwork or the work of other trades etc., as required or as job conditions dictate, without any additional cost to the Building Owner/Tenant.

B. The workmanship shall be first class in every respect and shall be performed only by skilled mechanics, recognized as such in their respective trades.

3.3 PROTECTION

A. All piping, materials and accessories having finished polished chromium plated surfaces and machines with finished or unpainted surfaces of equipment furnished under these specifications shall be given a thick coat of a neutral protection grease and carefully covered with thick cloth or heavy building paper held securely in place to protect the finish against damage during the entire period of construction. Equipment shall also be protected by use of canvas tarps, vinyl sheeting or similar materials held securely in place.

B. All openings in pipes, fittings, duct work, conduit and all other materials shall be effectively sealed to exclude dirt, sand, and other foreign materials.

C. Exercise every precaution to exclude dust, dirt and all other foreign materials from switchgear rooms, transformers, and all mechanical equipment rooms during construction. Rooms and equipment contained therein shall be vacuum cleaned at regular intervals. All relays, meters and mechanical equipment contained with electrical components shall be protected with heavy paper held in place with approved mastic tape to exclude fine dust and particles. Sufficient electric heaters shall be installed and maintained in equipment rooms and transformer compartments to keep equipment dry during construction.

D. Any such fixtures, equipment or apparatus damaged prior to final acceptance of the work shall be restored to its original condition or replaced with a new one.

3.4 CUTTING AND PATCHING

A. Existing construction:

1. The General Contractor shall perform all cutting and patching required for the work of all trades.
2. Each of these Contractors shall confer with and give the General Contractor complete information as to size of openings in all construction, so that such openings may be provided as the building progresses.
3. If openings are omitted or incorrect through failure of these Contractor to follow these instructions, the particular Contractor shall, at their own expense, engage the trade which originally installed the work to cut and patch to the satisfaction of the Architect.
4. All openings for pipe and conduit shall be neatly core-drilled.

3.5 CONCRETE AND MASONRY WORK

A. Mechanical and Electrical Contractors shall provide all cast-in-place concrete, pre-cast concrete and masonry work (brick and block) required for completion of their contracts.

B. The Architect shall review and approve materials used.

C. Unless shown or specified otherwise, all equipment foundations shall be six inches (6") minimum from floor, of sufficient mass, and secured to the floor.

3.6 SUPPORTS

A. Except where noted otherwise in the specifications and shown on drawings, each Contractor shall provide all materials, equipment supports, supplies and labor necessary as required to adequately support, brace and strengthen equipment and materials furnished as part of their contract.

B. The design, materials, fabrication and erection of structural steel supports shall conform to "Specification for Design, Fabrication and Erection of Structural Steel for Buildings" of the American Institute of Steel Construction, "Code of Standard Practice for Steel

Buildings and Bridges". Welding where required shall conform to "Code of Arc and Gas Welding in Building Construction" of the American Welding Society.

C. All steel supports shall be primed (primer plus two (2) coats) before and finish-painted after installation.

3.7 LINTELS

A. The General Contractor will furnish and install all lintels required for the installation and completion of all work of Mechanical and Electrical Contractors, provided that the General Contractor is advised in advance of such requirements.

B. Failure to give proper notice and/or to comply with the above requires the Sub-Contractor involved to be financially liable for all work and material necessary for the completion of required work.

3.8 ESCUTCHEONS

A. Except as noted otherwise, the Mechanical and Electrical Contractors shall provide heavy solid pattern, steel, cast iron or malleable iron escutcheons with set screws and prime coat of paint on all uninsulated piping and conduit exposed to view within structure where passing through floors, partitions, walls or ceilings. Escutcheons are not required in equipment rooms, boiler rooms or other unfinished areas.

B. For piping with sleeves extending above floor, provide escutcheons with deep recesses.

C. Provide solid pattern, smooth chrome plated cast brass escutcheons for all chrome plated pipe fixture connections.

D. Provide nickel plated cast iron escutcheons where pipes pass through toilet rooms, walls or ceilings.

E. Provide collars of angle fabrication for duct passing through floors, walls and ceilings in finished areas.

3.9 FLASHING

A. Base and counter flashings shall be provided by the respective Contractor where work penetrates roof construction.

3.10 PAINTING AND FINISHING

A. All painting, generally, will be provided by the General Contractor, except where specifically noted otherwise in the Mechanical and Electrical Specifications.

B. Equipment and material furnished with factory enamel finish will not be painted unless finish has been damaged, in which case the equipment or material shall be refinished by the Contractor who furnished it, to the satisfaction of the Architect.

C. Do not paint nameplates, labels, tags, stainless steel, or chromium-plated items such as valve stems, motor shafts, levers, handles, trim strips, etc.

D. Ductwork behind the grilles, registers, diffusers, etc. which is exposed to view through the units, shall be given one (1) coat of primer and a finish coat of flat black paint.

E. No work shall be allowed to develop rust during the course of the work. Work showing evidence of rust or other corrosion shall be immediately scraped clean and rust primed with an approved primer.

3.11 MECHANICAL - ELECTRICAL COORDINATION

A. Equipment electrical current characteristics as shown on electrical drawings.

B. The nameplate voltage of all motors furnished with mechanical equipment shall be within the range of the voltage shown for use with the motor as the upper limit, and 5% less than this voltage as the lower limit.

C. Each Mechanical Contractor shall furnish all motors, float and pressure switches, temperature control, other special automatic controls as noted in the HVAC and Plumbing Specifications, and all motor starters for all equipment furnished under their contract except where noted otherwise.

D. All starters shall be provided by the electrical contractor. Starters and fuses are sized based on the standard of design for the HVAC equipment. Should any piece of HVAC equipment change in model, size or manufacturer, and subsequently, the fuse, overload or starter size be required to be changed, the mechanical contractor, or contractor initiating such change shall bear all costs thereto, of the electrical contractor or any other contractor affected by such change.

E. All electrical equipment furnished by the Mechanical Contractors shall be as recommended by the Mechanical Equipment manufacturers, in accordance with the Electrical Specification for similar items, and of such type as to work properly with automatic temperature control sequences where required.

F. The Electrical Contractor shall provide all starters, combination starter disconnects, controllers, push-buttons, safety switches for motors, and wiring from starters to motors and install equipment furnished to them by mechanical contractors, unless otherwise indicated in the Mechanical Specifications.

G. Where controllers and/or starters are furnished as an integral part of any equipment, the contractor supplying the equipment shall furnish complete wiring between controllers, starters and motors.

H. Electrical Contractor shall provide disconnect switches for all equipment under all contracts, except where such switches are an integral part of equipment, or specified with such equipment.

I. Mechanical Contractor shall set all motors and furnish, set and pipe as necessary, float switches, temperature control and other special automatic temperature controls.

J. Mechanical Contractor shall provide all control wiring specified in their respective section of the specification. The Electrical Contractor shall provide all other wiring required for the completion of the work of the Mechanical Contractors.

K. Mechanical Contractor shall furnish the Electrical Contractor with complete wiring diagrams as required.

L. Any electrical work performed by either Mechanical Contractor or their Sub-Contractors shall be performed in accordance with the requirements of the ELECTRICAL Section of these specifications.

3.12 LUBRICATION

A. Each Contractor shall be responsible for the proper and necessary lubrication of any items of operating, rotating or moving equipment which they will furnish, install or which must operate as part of the systems on which they work.

B. When an item of operating equipment is furnished and installed by a Contractor, it will be their responsibility to accomplish the lubrication.

C. When an item of operating equipment is furnished by one Contractor and the installation by another, it shall be the responsibility of the Contractor furnishing the equipment to apply the lubricants.

D. All rotating or moving equipment shall be lubricated prior to energizing and operating the equipment. Should the Contractor responsible for the lubrication fail to apply lubricants prior to initial start-up and the equipment is damaged as a result of their negligence, that Contractor shall be required to provide all corrective action necessary including replacement, if required, for the proper operation of equipment.

E. Lubrication shall be accomplished in the manner prescribed or recommended by the manufacturer of the specific item. For motor driven equipment this precaution of lubrication will apply individually to the driver and the driven.

F. The lubricants shall be of the type, grade, specification and manufacture as prescribed or recommended by the manufacturer of the specific equipment item.

G. The Contractor who supplies any item of rotating equipment will have the responsibility of securing written instructions on the lubricating procedure and shall furnish not less than one year's supply of all necessary lubricants properly identified so they can be replaced.

H. Any moving or rotating equipment furnished by the Owner that is to be installed, reused and/or serviced shall also be lubricated. Except where noted otherwise in the Mechanical and Electrical specifications, the Contractor installing, reusing and or servicing all such equipment shall be responsible for the proper lubrication thereof including obtaining proper lubricating instructions from the various manufacturers involved, furnishing and applying the necessary lubricants and leaving the Owner with a one (1) year’s supply of lubricant.

3.13 MECHANICAL - ELECTRICAL COORDINATION

A. Equipment electrical current characteristics as shown on electrical drawings. Refer to article "Current Characteristics and Load Ratings of Motors and Equipment", Section 23 00 00, ELECTRICAL-BASIC MATERIALS AND METHODS.

B. The nameplate voltage of all motors furnished with mechanical equipment shall be within the range of the voltage shown for use with the motor as the upper limit, and 5% less than this voltage as the lower limit.

C. Each Mechanical Contractor shall furnish all motors, float and pressure switches, temperature control, other special automatic controls as noted in the HVAC and Plumbing Specifications, and all motor starters for all equipment furnished under their contract except where noted otherwise.

D. All starters shall be provided by the electrical contractor. Starters and fuses are sized based on the standard of design for the HVAC equipment. Should any piece of HVAC equipment change in model, size or manufacturer, and subsequently, the fuse, overload or starter size be required to be changed, the mechanical contractor, or contractor initiating such change shall bear all costs thereto, of the electrical contractor or any other contractor affected by such change.

E. All electrical equipment furnished by the Mechanical Contractors shall be as recommended by the Mechanical Equipment manufacturers, in accordance with the Electrical Specification for similar items, and of such type as to work properly with automatic temperature control sequences where required.

F. The Electrical Contractor shall provide all starters, combination starter disconnects, controllers, push-buttons, safety switches for motors, and wiring from starters to motors and install equipment furnished to them by mechanical contractors, unless otherwise indicated in the Mechanical Specifications.

G. Where controllers and/or starters are furnished as an integral part of any equipment, the contractor supplying the equipment shall furnish complete wiring between controllers, starters and motors.

H. Electrical Contractor shall provide disconnect switches for all equipment under all contracts, except where such switches are an integral part of equipment, or specified with such equipment.

I. Mechanical Contractor shall set all motors and furnish, set and pipe as necessary, float switches, temperature control and other special automatic temperature controls.

J. Mechanical Contractor shall provide all control wiring specified in their respective section of the specification. The Electrical Contractor shall provide all other wiring required for the completion of the work of the Mechanical Contractors.

K. Mechanical Contractor shall furnish the Electrical Contractor with complete wiring diagrams as required.

L. Any electrical work performed by either Mechanical Contractor or their Sub-Contractors shall be performed in accordance with the requirements of the ELECTRICAL Section of these specifications.

3.14 ELECTRICAL MOTORS AND STARTERS

A. All motors furnished by Mechanical Contractors, unless specified to the contrary in Mechanical Specifications, shall conform to the following requirements:

1. Characteristics, dimensions, tolerances, temperature rise, insulation, rating, noise, vibration, and all other characteristics in accordance with the latest standards of IEEE or NEMA.
2. Unless required by the driven unit, motors shall have normal starting torque, NEMA Design B characteristics. Horsepower rating of motors shall be equal to or greater than that required by driven equipment. Current density design of motor rating shall be limited so that overload protection provided by standard motor starters will be adequate to prevent damaging overheating during stall, single phasing or slightly prolonged acceleration.
3. Use NEMA Class A or B insulation with motor frames amply sized to prove 1.15 service factor and an ambient of 40℃. maximum. Insulation systems shall be designed for an average life of 60,000 hours.
4. Each motor shall be mounted on the same bedplate as the equipment driven and be complete with pulleys, slide rails or flexible couplings as required.
5. Each Contractor is responsible in each instance for the proper selection of motors of suitable characteristics with details submitted for approval to the Architect prior to installation.

B. All starters furnished by all Contractors shall conform with the following requirements, unless specified to the contrary in the Electrical Specifications:

1. All starters for 3-phase equipment shall be fully enclosed, across-the-line type equipped with thermal overload protection for all three phases, low voltage protection, all necessary auxiliary contacts as required and indicating pilot lights. Starters which are controlled automatically shall have two-wire control with "ON-OFF-AUTO" switches. Starters which are controlled manually shall have 3-wire control with Start-Stop pushbuttons.
2. All 3-phase starters remotely controlled shall have 120 volt coils and control transformers with disconnecting means.
3. Starters for single phase motors shall be manual toggle switches with thermal overload protection and pilot light. Omit pilot light for unit heaters.
4. General Purpose NEMA-1 enclosure for indoor use under normal atmospheric conditions. Watertight enclosure NEMA-4 or NEMA-5 for outdoor use or where starters are subjected to the splashing or dripping of water. Explosion-proof enclosure NEMA-7, 9 or 12 for dusty or hazardous locations as required by Article 500 of the National Electrical Code.

C. All controllers, starters and other electrical components furnished as an integral part of any apparatus shall be furnished complete with integral wiring as required.

D. So far as is practicable, all motors starters shall be of one manufacturer. Equal to Square D, Siemens or Cutler Hammer.

E. Submit motor and starter data sheet.

3.15 REMOVAL AND RELOCATION

A. Mechanical and Electrical Contractors shall perform all removal and relocation work required for completion of systems in their contracts.

B. Removals shown on drawings are a general indication only, and may not necessarily indicate the full extent of removals which may be required to complete this work.

C. Where existing partitions, walls, ceilings and floors are to be removed, all ducts, piping, conduits, materials, fixtures and equipment attached or fastened thereto or within shall be carefully removed.

D. Where work under this contract interferes with the existing construction, duct work, piping, conduit or equipment, remove all such materials and reroute to clear the obstruction. Provide additional piping, conduits, ducts, and material of the same design and quality if the piping and/or conduit is to be continued in use.

E. Disconnect and remove all accessible piping, conduit, duct work, materials, fixtures and equipment not required in the new systems. Plug all outlets at the main or riser connection.

F. Removed materials not desired by the Owner and not to be reset and not specified nor indicated to be reused, shall become the property of the Contractor and shall be promptly removed from site.

G. All demolition work is subject to the direction and approval of the Architect and shall be performed in such manner as not to interfere with the normal operation of the building.

3.16 DEMOLITION

A. Disconnect, demolish, and remove Work specified in Division 15 Sections.

B. If pipe, ductwork, insulation, or equipment to remain is damaged or disturbed, remove damaged portions and install new products of equal capacity and quality.

C. Accessible Work: Remove indicated exposed pipe and ductwork in its entirety.

D. Work Abandoned in Place: Cut and remove underground pipe a minimum of 2 inches beyond face of adjacent construction. Cap and patch surface to match existing finish.

E. Removal: Remove indicated equipment from Project site.

F. Temporary Disconnection: Remove, store, clean, reinstall, reconnect, and make operational equipment indicated for relocation.

3.17 SAFETY MEASURES TO BE TAKEN

A. The Engineer has not been retained nor compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform their work. The Contractor will be solely and completely responsible for conditions of the job site, including safety of the people and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The Engineer's observations of the Contractor's performance are not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site. It shall be the Contractor's responsibility to comply with "Safety and Health Regulations for Construction", Volume 36, No. 75, part II of the Federal Register by the U.S. Department of Labor. Contractor shall be responsible for providing any such safety measures and shall consult with the State or Federal Safety Inspector for interpretation whenever in doubt as to whether safe conditions do or do not exist; or whether they are or are not in compliance with State or Federal Regulations.

3.18 MANUFACTURER'S RECOMMENDATIONS

A. The materials and/or equipment shall be installed in accordance with manufacturer's recommendations and instructions.

3.19 INTERFERENCES

A. Before making any installation, the work of the trades must be coordinated and the necessary changes shall be made to avoid interferences or improper effect on work to be performed by any other Section. In the event that interferences develop, the Architect's/Engineer’s decision will be final and no additional compensation will be allowed for moving of misplaced piping, ducts, conduit and/or equipment.

3.20 CLEANING

A. Premises shall be maintained in an orderly fashion at all times during the construction period. Remove any cartons, containers, crates, etc., as soon as their contents have been removed, and remove the debris as soon as possible.

B. Each Contractor and/or Sub-Contractor who is responsible for execution of individual sections of work shall be responsible for the following:

1. Removal of all lumber, refuse, metal, piping and debris from site resulting from their work.
2. Cleaning drippings resulting from their work, etc., from finished work of other trades.
3. Cleaning, polishing, waxing of their work as required.
4. The cartons, debris, etc., shall be removed from the site and premises at the sole expense of the Contractor.

C. After testing, and acceptance of all work by the Architect Engineer and the Owner, each Contractor shall thoroughly clean all equipment and material involved in their Contract to the satisfaction of the Architect Engineer.

D. At the completion of the work, the Contractor shall clean the work, equipment, etc., free from dust, etc., and leave the work area in good housekeeping fashion in a manner acceptable to the Building Owner's/Tenant's Representative.

E. All heating and cooling coils shall be free of residue and oil prior to start-up. Any extraneous cleaning and venting of the facilities caused by a failure to clean coils shall be the direct responsibility of the Mechanical Contractor.

3.21 TEMPORARY LIGHT AND POWER

A. The Contractor shall provide temporary light and power feeders throughout the building during the construction as specified in the GENERAL CONDITIONS.

3.22 START UP AND SERVICING OF EQUIPMENT AND SYSTEMS

A. After work has been completed under the Mechanical and Electrical contracts, and prior to final acceptance tests, each Contractor shall have manufacturers or their authorized agents of the equipment and material installed, completely check their equipment and put it into actual operation. In each case, the respective Contractor shall have the manufacturers thoroughly check the complete installation of the equipment produced by them for proper and correct operation under the service intended.

B. Six (6) months after final acceptance of the work under each of the Mechanical and Electrical contracts, each of the Contractors shall have the manufacturers again check their equipment for proper operation and lubrication. Coincidentally, these contractors shall assure that the building custodian is properly instructed in the servicing of the equipment.

C. Prior to expiration of the guarantee period, each contractor shall check all equipment, materials and systems installed under their contract, make necessary adjustments and/or replacements, and leave systems in first class operating condition.

3.23 LABELING AND IDENTIFYING

A. Piping Systems: Install pipe markers on each system. Include arrows showing normal direction of flow.

1. Plastic markers, with application systems. Install on insulation segment if required for hot, uninsulated piping.

2. Locate pipe markers as follows if piping is exposed in finished spaces, machine rooms, and accessible maintenance spaces, such as shafts, tunnels, plenums, and exterior non-concealed locations:

a. Near each valve and control device.
b. Near each branch, excluding short takeoffs for fixtures and terminal units. Mark each pipe at branch, if flow pattern is not obvious.
c. Near locations if pipes pass through walls, floors, ceilings, or enter non-accessible enclosures.
d. At access doors, manholes, and similar access points that permit view of concealed piping.

e. Near major equipment items and other points of origination and termination.
f. Spaced at maximum of 12-foot intervals along each run.
g. On piping above removable acoustical ceilings, except omit intermediately spaced markers.
h. Special “Asbestos Free” markers must be spaced at a maximum of 50-foot intervals.

B. Equipment: Install engraved plastic-laminate sign or equipment marker on or near each major item of mechanical equipment.

1. Lettering Size: Minimum 1/4-inch high lettering for name of unit if viewing distance is less than 24 inches, 1/2-inch high lettering for distances up to 72 inches, and proportionately larger lettering for greater distances. Provide secondary lettering two-thirds to three-fourths of size of principal lettering.
2. Text of Signs: Provide name of identified unit. Include text to distinguish between multiple units, inform user of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.

C. Duct Systems: Identify air supply, return, exhaust, intake, and relief ducts with duct markers; or provide stenciled signs and arrows, showing duct system service and direction of flow.

1. Location: In each space, if ducts are exposed or concealed by removable ceiling system, locate signs near points where ducts enter into space and at maximum intervals of 50 feet.

D. Adjusting: Relocate identifying devices as necessary for unobstructed view in finished construction.

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SECTION 23 07 13

DUCT INSULATION

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 insulating the following duct services:
   1. Indoor, exposed supply and outdoor air.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory- and field-applied if any).

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

   1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
   2. Detail insulation application at elbows, fittings, dampers, specialties and flanges for each type of insulation.
   3. Detail application of field-applied jackets.
   4. Detail application at linkages of control devices.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.

C. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.

B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.7 COORDINATION

A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 23 00 00 "Article: Hangers and Supports for HVAC Piping and Equipment."

B. Coordinate clearance requirements with duct Installer for duct insulation application. Before preparing ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

C. Coordinate installation and testing of heat tracing.

1.8 SCHEDULING

A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.

B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

A. Comply with requirements in "Duct Insulation Schedule, General," "Indoor Duct and Plenum Insulation Schedule," and "Aboveground, Outdoor Duct and Plenum Insulation Schedule" articles for where insulating materials shall be applied.

B. Products shall not contain asbestos, lead, mercury, or mercury compounds.

C. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory-applied FSP jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

1. Owens Coring

2. Johns Manville

2.2 TAPES

A. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Avery Dennison Corporation, Specialty Tapes Division.
b. Compac Corporation.
c. Ideal Tape Co., Inc., an American Biltrite Company.
d. Knauf Insulation.
e. Venture Tape.

2. Width: 3 inches.

3. Thickness: 6.5 mils.
4. Adhesion: 90 ounces force/inch in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch in width.
7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

2.3 SECUREMENTS

A. Insulation Pins and Hangers:

1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch-diameter shank, length to suit depth of insulation indicated.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) AGM Industries, Inc.
2) Gemco.
3) Hardcast, Inc.
4) Midwest Fasteners, Inc.
5) Nelson Stud Welding.

2. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inchthick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Gemco.
2) Midwest Fasteners, Inc.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.

1. Verify that systems to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.3 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.

B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Keep insulation materials dry during application and finishing.

G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

H. Install insulation with least number of joints practical.

I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.

1. Install insulation continuously through hangers and around anchor attachments.
2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.

J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

K. Install insulation with factory-applied jackets as follows:

1. Draw jacket tight and smooth.
2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.

3. Overlap jacket longitudinal seams at least 1-1/2 inches. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.

4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.

L. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.

M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.4 INSTALLATION OF MINERAL-FIBER INSULATION

A. Blanket Insulation Installation on Ducts and Plenums: Secure with insulation pins.
   1. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
      a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
      b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
      c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
      d. Do not over compress insulation during installation.
      e. Impale insulation over pins and attach speed washers.
      f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
   2. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
   3. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch-wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform tests and inspections.

C. Tests and Inspections:

   1. Inspect ductwork, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one> location(s) for each duct system defined in the "Duct Insulation Schedule, General" Article.

D. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.6 DUCT INSULATION SCHEDULE, GENERAL

A. Ducts Requiring Insulation:
   1. Indoor, exposed supply air.

3.7 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Concealed, round and flat-oval, supply-air duct insulation shall be:
   1. Mineral-Fiber Blanket: 1-1/2 inches thick and 0.75-lb/cu. ft. nominal density.

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SECTION 23 31 13

METAL DUCTS

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. Single-wall rectangular ducts and fittings.
2. Sheet metal materials.
3. Sealants and gaskets.
4. Hangers and supports.
5. Seismic-restraint devices.

B. Related Sections:

1. Section 23 05 93 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.

1.3 PERFORMANCE REQUIREMENTS

A. Delegated Duct Design: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.

B. Structural Performance: Duct hangers and supports shall withstand the effects of gravity loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible".

C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of the following products:

1. Liners and adhesives.
2. Sealants and gaskets.

B. Shop Drawings:

1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.
2. Factory- and shop-fabricated ducts and fittings.
3. Duct layout indicating sizes, configuration, liner material, and static-pressure classes.
4. Elevation of top of ducts.
5. Dimensions of main duct runs from building grid lines.
6. Fittings.
7. Reinforcement and spacing.
8. Seam and joint construction.
9. Penetrations through fire-rated and other partitions.
10. Equipment installation based on equipment being used on Project.
11. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
12. Hangers and supports, including methods for duct and building attachment.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Duct installation in congested spaces, indicating coordination with general construction, building components, and other building services. Indicate proposed changes to duct layout.
2. Suspended ceiling components.
3. Structural members to which duct will be attached.
4. Size and location of initial access modules for acoustical tile.
5. Penetrations of smoke barriers and fire-rated construction.
6. Items penetrating finished ceiling including the following:

a. Luminaires.
b. Air outlets and inlets.
c. Speakers.
d. Sprinklers.
e. Access panels.

PART 2 - PRODUCTS

2.1 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-

support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.2 SHEET METAL MATERIALS

A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.

1. Galvanized Coating Designation: G60 .
2. Finishes for Surfaces Exposed to View: Mill phosphatized.

C. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.

D. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.3 SEALANT AND GASKETS

A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.

B. Water-Based Joint and Seam Sealant:

1. Application Method: Brush on.
2. Solids Content: Minimum 65 percent.
3. Shore A Hardness: Minimum 20.
4. Water resistant.
5. Mold and mildew resistant.

6. VOC: Maximum 75 g/L (less water).
7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
8. Service: Indoor or outdoor.
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

C. Flanged Joint Sealant: Comply with ASTM C 920.

1. General: Single-component, acid-curing, silicone, elastomeric.
2. Type: S.
3. Grade: NS.
4. Class: 25.
5. Use: O.

D. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

2.4 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.

B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.

C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.

E. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.

F. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

G. Trapeze and Riser Supports:

1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.

B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.

C. Install ducts in maximum practical lengths.

D. Install ducts with fewest possible joints.

E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

H. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.

I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.

J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.

K. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Section 23 33 00 "Air Duct Accessories" for fire and smoke dampers.

L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."

3.2 INSTALLATION OF EXPOSED DUCTWORK

A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.

B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.

C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.

D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.

E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 DUCT SEALING

A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

B. Seal ducts at a minimum to the following seal classes according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":

1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
2. Conditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class C.

3.4 HANGER AND SUPPORT INSTALLATION

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."

B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.

1. Where practical, install concrete inserts before placing concrete.
2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
5. Do not use powder-actuated concrete fasteners for seismic restraints.

C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.

D. Hangers Exposed to View: Threaded rod and angle or channel supports.

3.5 CONNECTIONS

A. Make connections to equipment with flexible connectors complying with Section 23 33 00 "Air Duct Accessories."

B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Leakage Tests:

1. Comply with SMACNA's "HVAC Air Duct Leakage Test Manual." Submit a test report for each test.
2. Test the following systems:
   a. Supply Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections, selected by Architect from sections installed, totaling no less than 50 percent of total installed duct area for each designated

3. Disassemble, reassemble, and seal segments of systems to accommodate leakage testing and for compliance with test requirements.
4. Test for leaks before applying external insulation.
5. Conduct tests at static pressures equal to maximum design pressure of system or section being tested. If static-pressure classes are not indicated, test system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure.
6. Give seven days' advance notice for testing.

C. Duct System Cleanliness Tests:

1. Visually inspect duct system to ensure that no visible contaminants are present.
2. Test sections of metal duct system, chosen randomly by Owner, for cleanliness according to "Vacuum Test" in NADCA ACR, "Assessment, Cleaning and Restoration of HVAC Systems."

   a. Acceptable Cleanliness Level: Net weight of debris collected on the filter media shall not exceed 0.75 mg/100 sq. cm.

D. Duct system will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

3.7 DUCT CLEANING

A. Clean new and existing duct system(s) before testing, adjusting, and balancing.

B. Use service openings for entry and inspection.

1. Create new openings and install access panels appropriate for duct static-pressure class if required for cleaning access. Provide insulated panels for insulated or lined duct. Patch insulation and liner as recommended by duct liner manufacturer. Comply with Section 23 33 00 "Air Duct Accessories" for access panels and doors.
2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection.
3. Remove and reinstall ceiling to gain access during the cleaning process.

C. Clean the following components by removing surface contaminants and deposits:

1. Air outlets and inlets (registers, grilles, and diffusers).
2. Supply-air ducts, dampers, actuators, and turning vanes.

D. Mechanical Cleaning Methodology:

1. Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.
2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.
3. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of metal ducts, duct liner, or duct accessories.
4. Provide drainage and cleanup for wash-down procedures.
5. Antimicrobial Agents and Coatings: Apply EPA-registered antimicrobial agents if fungus is present. Apply antimicrobial agents according to manufacturer's written instructions after removal of surface deposits and debris.

3.8 START UP

A. Air Balance: Comply with requirements in Section 23 05 93 "Testing, Adjusting, and Balancing for HVAC."

3.9 DUCT SCHEDULE

A. Supply Ducts:

1. Ducts Connected to Heat Pumps:

a. Pressure Class: Positive 1-inch wg.
b. Minimum SMACNA Seal Class: A.
c. SMACNA Leakage Class for Rectangular: 12

B. Elbow Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."

a. Velocity 1000 fpm or Lower:

1) Radius Type RE 1 with minimum 0.5 radius-to-diameter ratio.
2) Mitered Type RE 4 without vanes.

b. Velocity 1000 to 1500 fpm:

1) Radius Type RE 1 with minimum 1.0 radius-to-diameter ratio.
2) Radius Type RE 3 with minimum 0.5 radius-to-diameter ratio and two vanes.
3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

2. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."

a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.

b. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
c. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

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SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Copper building wire rated 600 V or less.
2. Metal-clad cable, Type MC, rated 600 V or less.
3. Mineral-insulated cable, Type MI, rated 600 V or less.
4. Tray cable, Type TC, rated 600 V or less.
5. Connectors, splices, and terminations rated 600 V and less.

B. Related Requirements:

1. Section 26 05 23 "Control-Voltage Electrical Power Cables" for control systems communications cables and Classes 1, 2, and 3 control cables.
2. Section 27 15 13 "Communications Copper Horizontal Cabling" for twisted pair cabling used for data circuits.

1.3 DEFINITIONS

A. VFC: Variable-frequency controller.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Product Schedule: Indicate type, use, location, and termination locations.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA.

1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Alpha Wire Company.
2. Belden Inc.
3. Cerro Wire LLC.
4. Encore Wire Corporation.
5. General Cable Technologies Corporation.
6. Okonite Company (The).
7. Southwire Company.
8. WESCO.

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. RoHS compliant.
3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

D. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.

E. Conductor Insulation:

1. Type NM: Comply with UL 83 and UL 719.
2. Type USE-2 and Type SE: Comply with UL 854.
3. Type THHN and Type THWN-2: Comply with UL 83.
4. Type THW and Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
5. Type UF: Comply with UL 83 and UL 493.
6. Type XHHW-2: Comply with UL 44.

F. Shield:

1. Type TC-ER: Cable designed for use with VFCs, with oversized crosslinked polyethylene insulation, spiral-wrapped foil plus 85 percent coverage braided shields and

insulated full-size ground wire dual spirally wrapped copper tape shields and three bare symmetrically applied ground wires, and sunlight- and oil-resistant outer PVC jacket.

2.2 METAL-CLAD CABLE, TYPE MC

A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Alpha Wire Company.
2. Belden Inc.
3. Encore Wire Corporation.
4. General Cable Technologies Corporation.
5. Okonite Company (The).
6. Southwire Company.
7. WESCO.

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Comply with UL 1569.
3. RoHS compliant.
4. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

D. Circuits:

1. Single circuit and multicircuit with color-coded conductors.
2. Power-Limited Fire-Alarm Circuits: Comply with UL 1424.

E. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.

F. Ground Conductor: Insulated.

G. Conductor Insulation:

1. Type TFN/THHN/THWN-2: Comply with UL 83.
2. Type XHHW-2: Comply with UL 44.

H. Armor: Steel, interlocked.

I. Jacket: PVC applied over armor.

2.3 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. 3M Electrical Products.
2. AFC Cable Systems; a part of Atkore International.
3. Hubbell Power Systems, Inc.
4. Ideal Industries, Inc.
5. ILSCO.
6. NSi Industries LLC.
7. O-Z/Gedney; a brand of Emerson Industrial Automation.
8. Thomas & Betts Corporation; A Member of the ABB Group.

C. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.

D. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.

1. Material: Copper.
2. Type: One/ Two hole with long barrels.
3. Termination: Compression /Crimp.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Feeders: Copper for feeders smaller than No. 4 AWG; copper or aluminum for feeders No. 4 AWG and larger. Conductors shall be solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

C. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

D. Branch Circuits: Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

E. VFC Output Circuits Cable: Extra-flexible stranded for all sizes.

F. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Service Entrance: Type THHN/THWN-2, single conductors in raceway.

B. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.

C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN/THWN-2, single conductors in raceway.

D. Exposed Branch Circuits, Including in Crawlspaces: Type THHN/THWN-2, single conductors in raceway.

E. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.

F. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.

G. VFC Output Circuits: Type XHHW-2 in metal conduit.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points according to Section 26 05 33 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables according to Section 26 05 29 "Hangers and Supports for Electrical Systems."

G. Complete cable tray systems installation according to Section 26 05 36 "Cable Trays for Electrical Systems" prior to installing conductors and cables.

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches /12 inches of slack.

3.5 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 26 05 53 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 26 05 44 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 07 84 13 "Penetration Firestopping."

3.8 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

D. Perform tests and inspections with the assistance of a factory-authorized service representative.

1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
2. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors and conductors feeding the following critical equipment and services for compliance with requirements:
3. Perform each of the following visual and electrical tests:

a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.

b. Test bolted connections for high resistance using one of the following:

1) A low-resistance ohmmeter.
2) Calibrated torque wrench.
3) Thermographic survey.

c. Inspect compression-applied connectors for correct cable match and indentation.
d. Inspect for correct identification.
e. Inspect cable jacket and condition.
f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500-V dc for 300-V rated cable and 1000-V dc for 600-V rated cable for a one-minute duration.
g. Continuity test on each conductor and cable.
h. Uniform resistance of parallel conductors.

4. Initial Infrared Scanning: After Substantial Completion, but before Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.

a. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
b. 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.

5. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switch 11 months after date of Substantial Completion.

E. Cables will be considered defective if they do not pass tests and inspections.

F. Prepare test and inspection reports to record the following:

1. Procedures used.
2. Results that comply with requirements.
3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

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SECTION 26 05 23

CONTROL-VOLTAGE ELECTRICAL POWER 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. Section Includes:

1. Backboards.
2. Category 6a balanced twisted pair cable.
3. Balanced twisted pair cabling hardware.
4. RS-485 cabling.
5. Low-voltage control cabling.
6. Control-circuit conductors.
7. Identification products.

1.3 DEFINITIONS

A. EMI: Electromagnetic interference.

B. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.

C. Plenum: A space forming part of the air distribution system to which one or more air ducts are connected. An air duct is a passageway, other than a plenum, for transporting air to or from heating, ventilating, or air-conditioning equipment.

D. RCDD: Registered Communications Distribution Designer.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency, RCDD, layout technician, installation supervisor, and field inspector.

B. Source quality-control reports.

C. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: Accredited by NETA.

1. Testing Agency's Field Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. 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.

B. Flame Travel and Smoke Density in Plenums: As determined by testing identical products according to NFPA 262, by a qualified testing agency. Identify products for installation in plenums with appropriate markings of applicable testing agency.

1. Flame Travel Distance: 60 inches or less.
2. Peak Optical Smoke Density: 0.5 or less.
3. Average Optical Smoke Density: 0.15 or less.

C. Flame Travel and Smoke Density for Riser Cables in Non-Plenum Building Spaces: As determined by testing identical products according to UL 1666.

D. Flame Travel and Smoke Density for Cables in Non-Riser Applications and Non-Plenum Building Spaces: As determined by testing identical products according to UL 1685.

E. RoHS compliant.

2.2 BACKBOARDS

A. Description: Plywood, fire-retardant treated, 3/4 by 48 by 96 inches. Comply with requirements for plywood backing panels in Section 06 10 00 "Rough Carpentry."

B. Painting: Paint plywood on all sides and edges with eggshell paint.

2.3 CATEGORY 6a BALANCED TWISTED PAIR CABLE

A. Description: Four-pair, balanced-twisted pair cable, with internal spline, certified to meet transmission characteristics of Category 6a cable at frequencies up to 500MHz.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. 3M.
2. AMP NETCONNECT; a TE Connectivity Ltd. company.
3. Belden CDT Networking Division/NORDX.
4. Berk-Tek Leviton; a Nexans/Leviton alliance.
5. Draka USA.
6. General Cable; General Cable Corporation.
7. Genesis Cable Products; Honeywell International, Inc.

C. Standard: Comply with TIA-568-C.2 for Category 6a cables.

D. Conductors: 100-ohm, 23 AWG solid copper.

E. Shielding/Screening: Screened and shielded twisted pairs (F/FTP).

F. Cable Rating: Plenum.

G. Jacket: White/ Gray/ Blue thermoplastic.

2.4 BALANCED TWISTED PAIR CABLE HARDWARE

A. Description: Hardware designed to connect, splice, and terminate balanced twisted pair copper communications cable.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. 3M.
2. American Technology Systems Industries, Inc.
3. AMP NETCONNECT; a TE Connectivity Ltd. company.
4. Belden CDT Networking Division/NORDX.
5. Berk-Tek Leviton; a Nexans/Leviton alliance.
6. CommScope, Inc.
7. Draka USA.
8. Dynacom Corporation.
9. General Cable; General Cable Corporation.
10. Hitachi Cable America Inc.
11. Hubbell Premise Wiring.
12. Leviton Manufacturing Co., Inc.
13. Panduit Corp.

C. General Requirements for Balanced Twisted Pair Cable Hardware:

1. Comply with the performance requirements of Category 6a.
2. Comply with TIA-568-C.2, IDC type, with modules designed for punch-down caps or tools.
3. Cables shall be terminated with connecting hardware of same category or higher.

D. Source Limitations: Obtain balanced twisted pair cable hardware from same manufacturer as balanced twisted pair cable, from single source.

E. Connecting Blocks: 110-style IDC for Category 6. Provide blocks for the number of cables terminated on the block, plus 25 percent spare, integral with connector bodies, including plugs and jacks where indicated.

F. Cross-Connect: Modular array of connecting blocks arranged to terminate building cables and permit interconnection between cables.

1. Number of Terminals per Field: One for each conductor in assigned cables.

G. Patch Panel: Modular panels housing numbered jack units with IDC-type connectors at each jack location for permanent termination of pair groups of installed cables.

1. Features:

a. Universal T568A and T568B wiring labels.
b. Labeling areas adjacent to conductors.
c. Replaceable connectors.
d. 24 or 48 ports.

2. Construction: 16-gauge steel and mountable on 19-inch equipment racks.
3. Number of Jacks per Field: One for each four-pair conductor group of indicated cables, plus spares and blank positions adequate to suit specified expansion criteria.

H. Patch Cords: Factory-made, four-pair cables in 48-inchlengths; terminated with an eight-position modular plug at each end.

1. Patch cords shall have bend-relief-compliant boots and color-coded icons to ensure performance. Patch cords shall have latch guards to protect against snagging.
2. Patch cords shall have color-coded boots for circuit identification.

I. Plugs and Plug Assemblies:

1. Male; eight position; color-coded modular telecommunications connector designed for termination of a single four-pair 100-ohm unshielded or shielded balanced twisted pair cable.
2. Comply with IEC 60603-7-1, IEC 60603-7-2, IEC 60603-7-3, IEC 60603-7-4, and IEC 60603-7.5.
3. Marked to indicate transmission performance.

J. Jacks and Jack Assemblies:

1. Female; eight position; modular; fixed telecommunications connector designed for termination of a single four-pair 100-ohm unshielded or shielded balanced twisted pair cable.
2. Designed to snap-in to a patch panel or faceplate.
3. Standards:
a. Category 5e, shielded balanced twisted pair cable shall comply with IEC 60603-7-3.

b. Category 6, shielded balanced twisted pair cable shall comply with IEC 60603-7.5.
c. Category 6a, shielded balanced twisted pair cable shall comply with IEC 60603-7.51.

4. Marked to indicate transmission performance.

K. Faceplate:

1. Four port, vertical single-gang faceplates designed to mount to single-gang wall boxes.
2. Eight port, vertical double-gang faceplates designed to mount to double-gang wall boxes.
3. Plastic Faceplate: High-impact plastic. Coordinate color with Section 26 27 26 "Wiring Devices."
4. Metal Faceplate: Stainless steel, complying with requirements in Section 26 27 26 "Wiring Devices."
5. For use with snap-in jacks accommodating any combination of balanced twisted pair, optical fiber, and coaxial work area cords.

a. Flush mounting jacks, positioning the cord at a 45-degree angle.

L. Legend:

1. Machine printed, in the field, using adhesive-tape label.
2. Snap-in, clear-label covers and machine-printed paper inserts.

2.5 TWIN-AXIAL DATA HIGHWAY CABLE

A. Standard Cable: NFPA 70, Type CM.

1. Paired, 25 pairs, [**No. 20**] [**No. 22**] [**No. 24**] AWG, stranded [**(7x28)**] [**(7x30)**] [**(7x32)**] tinned-copper conductors.
2. Polypropylene insulation.
3. Individual aluminum foil-polyester tape shielded pairs with 100 percent shield coverage.
4. PVC jacket.
5. Pairs are cabled on common axis with No. 24 AWG, stranded (7x32) tinned-copper drain wire.
6. Flame Resistance: Comply with UL 1685.

B. Plenum-Rated Cable: NFPA 70, Type CMP.

1. Paired, pairs, No. 20 AWG, stranded (7x30) tinned-copper conductors.
2. Plastic insulation.
3. Individual aluminum foil-polyester tape shielded pairs with 100 percent shield coverage.
4. Plastic jacket.
5. Pairs are cabled on common axis with No. 24 AWG, stranded (7x32) tinned-copper drain wire.
6. Flame Resistance: Comply with NFPA 262.

2.6 RS-485 CABLE

A. Standard Cable: NFPA 70, Type CMG.

1. Paired, two pairs, twisted, No. 22 AWG, stranded (7x30) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1685.

B. Plenum-Rated Cable: NFPA 70, Type CMP.

1. Paired, [**one pair**] [**two pairs**], No. 22 AWG, stranded (7x30) tinned-copper conductors.
2. Fluorinated ethylene propylene insulation.
3. Unshielded.
4. Fluorinated ethylene propylene jacket.
5. Flame Resistance: NFPA 262.

2.7 LOW-VOLTAGE CONTROL CABLE

A. Paired Cable: NFPA 70, Type CMG.

1. Multi-pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1685.

B. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.

1. Multi-pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with NFPA 262.

2.8 CONTROL-CIRCUIT CONDUCTORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Encore Wire Corporation.
2. General Cable; General Cable Corporation.
3. Service Wire Co.
4. Southwire Company.

B. Class 1 Control Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.

C. Class 2 Control Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.

D. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway power-limited cable, concealed in building finishes.

E. Class 2 Control Circuits and Class 3 Remote-Control and Signal Circuits That Supply Critical Circuits: Circuit Integrity (CI) cable.

1. Smoke control signaling and control circuits.

2.9 SOURCE QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to evaluate cables.

B. Factory test twisted pair cables according to TIA-568-C.2.

C. Cable will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Test cables on receipt at Project site.

1. Test each pair of twisted pair cable for open and short circuits.

3.2 INSTALLATION OF RACEWAYS AND BOXES

A. Comply with requirements in Section 26 05 33 "Raceways and Boxes for Electrical Systems" for raceway selection and installation requirements for boxes, conduits, and wireways as supplemented or modified in this Section.

1. Outlet boxes shall be no smaller than 2 inches wide, 3 inches high, and 2-1/2 inches deep.
2. Outlet boxes for cables shall be no smaller than 4 inches square by 2-1/8 inches deep with extension ring sized to bring edge of ring to within 1/8 inch of the finished wall surface.
3. Flexible metal conduit shall not be used.

B. Comply with TIA-569-D for pull-box sizing and length of conduit and number of bends between pull points.

C. Install manufactured conduit sweeps and long-radius elbows if possible.

D. Raceway Installation in Equipment Rooms:

1. Position conduit ends adjacent to a corner on backboard if a single piece of plywood is installed, or in the corner of the room if multiple sheets of plywood are installed around perimeter walls of the room.
2. Install cable trays to route cables if conduits cannot be located in these positions.
3. Secure conduits to backboard if entering the room from overhead.
4. Extend conduits 3 inches above finished floor.
5. Install metal conduits with grounding bushings and connect with grounding conductor to grounding system.

E. Backboards: Install backboards with 96-inch dimension vertical. Butt adjacent sheets tightly and form smooth gap-free corners and joints.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Comply with NECA 1.

B. General Requirements for Cabling:

1. Comply with TIA-568-C Series of standards.
2. Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems."
3. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
4. Cables may not be spliced and shall be continuous from terminal to terminal. Do not splice cable between termination, tap, or junction points.
5. Cables serving a common system may be grouped in a common raceway. Install network cabling and control wiring and cable in separate raceway from power wiring. Do not group conductors from different systems or different voltages.
6. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
7. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Install lacing bars and distribution spools.
8. Do not install bruised, kinked, scored, deformed, or abraded cable. Remove and discard cable if damaged during installation and replace it with new cable.
9. Cold-Weather Installation: Bring cable to room temperature before dereeling. Do not use heat lamps for heating.
10. Pulling Cable: Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Monitor cable pull tensions.
11. Support: Do not allow cables to lie on removable ceiling tiles.
12. Secure: Fasten securely in place with hardware specifically designed and installed so as to not damage cables.
13. Provide strain relief.
14. Keep runs short. Allow extra length for connecting to terminals. Do not bend cables in a radius less than 10 times the cable OD. Use sleeves or grommets to protect cables from vibration at points where they pass around sharp corners and through penetrations.
15. Ground wire shall be copper, and grounding methods shall comply with IEEE C2. Demonstrate ground resistance.

C. Balanced Twisted Pair Cable Installation:

1. Comply with TIA-568-C.2.
2. Install termination hardware as specified in Section 27 15 13 "Communications Copper Horizontal Cabling" unless otherwise indicated.
3. Do not untwist balanced twisted pair cables more than 1/2 inch at the point of termination to maintain cable geometry.

D. Installation of Control-Circuit Conductors:

1. Install wiring in raceways.
2. Use insulated spade lugs for wire and cable connection to screw terminals.
3. Comply with requirements specified in Section 26 05 33 "Raceways and Boxes for Electrical Systems."

E. Open-Cable Installation:

1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
2. Suspend copper cable not in a wireway or pathway a minimum of 8 inches above ceilings by cable supports not more than 30 inches apart.
3. Cable shall not be run through or on structural members or in contact with pipes, ducts, or other potentially damaging items. Do not run cables between structural members and corrugated panels.

F. Separation from EMI Sources:

1. Comply with BICSI TDMM and TIA-569-D recommendations for separating unshielded copper voice and data communications cable from potential EMI sources including electrical power lines and equipment.
2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:

   a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of 5 inches.
   b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 12 inches.
   c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 24 inches.

3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:

   a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of 2-1/2 inches.
   b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 6 inches.
   c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 12 inches.

4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:

a. Electrical Equipment or Circuit Rating Less Than 2 kVA: No requirement.
b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 3 inches.
c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 6 inches.

5. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or 5 HP and Larger: A minimum of 48 inches.
6. Separation between Communications Cables and Fluorescent Fixtures: A minimum of 5 inches.

3.4 REMOVAL OF CONDUCTORS AND CABLES

A. Remove abandoned conductors and cables. Abandoned conductors and cables are those installed that are not terminated at equipment and are not identified with a tag for future use.

3.5 CONTROL-CIRCUIT CONDUCTORS

A. Minimum Conductor Sizes:

1. Class 1 remote-control and signal circuits; No 14 AWG.
2. Class 2 low-energy, remote-control, and signal circuits; No. 16 AWG.
3. Class 3 low-energy, remote-control, alarm, and signal circuits; No 12 AWG.

3.6 FIRESTOPPING

A. Comply with requirements in Section 07 84 13 "Penetration Firestopping."

B. Comply with TIA-569-D, Annex A, "Firestopping."

C. Comply with BICSI TDMM, "Firestopping" Chapter.

3.7 GROUNDING

A. For data communication wiring, comply with TIA-607-B and with BICSI TDMM, "Bonding and Grounding (Earthing)" Chapter.

B. For low-voltage control wiring and cabling, comply with requirements in Section 26 05 26 "Grounding and Bonding for Electrical Systems."

3.8 IDENTIFICATION

A. Comply with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

B. Identify data and communications system components, wiring, and cabling according to TIA-606-B; label printers shall use label stocks, laminating adhesives, and inks complying with UL 969.

C. Identify each wire on each end and at each terminal with a number-coded identification tag. Each wire shall have a unique tag.

3.9 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

D. Perform tests and inspections with the assistance of a factory-authorized service representative.

E. Tests and Inspections:

1. Visually inspect cable jacket materials for UL or third-party certification markings. Inspect cabling terminations to confirm color-coding for pin assignments, and inspect cabling connections to confirm compliance with TIA-568-C.1.
2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
3. Test cabling for direct-current loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination, but not after cross-connection.

    a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.2. Perform tests with a tester that complies with performance requirements in its "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in its "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.

F. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide, or transfer the data from the instrument to the computer, save as text files, print, and submit.

G. End-to-end cabling will be considered defective if it does not pass tests and inspections.

H. Prepare test and inspection reports.

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SECTION 26 05 26

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes grounding and bonding systems and equipment.

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Plans showing dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:

1. Grounding arrangements and connections for Elevator Equipment and Metal.

B. Qualification Data: For testing agency field supervisor.

C. Field quality-control reports.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: Certified by NETA.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. 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.

B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Burndy; Part of Hubbell Electrical Systems.
2. Dossert; AFL Telecommunications LLC.
3. Galvan Industries, Inc.; Electrical Products Division, LLC.
4. O-Z/Gedney; a brand of Emerson Industrial Automation.
5. Thomas & Betts Corporation; A Member of the ABB Group.

2.3 CONDUCTORS

A. Insulated Conductors: Copper or tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.
2. Stranded Conductors: ASTM B 8.
3. Tinned Conductors: ASTM B 33.
4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 2 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

2.4 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless exothermic-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

D. Bus-Bar Connectors: Compression type, copper or copper alloy, with two wire terminals.

E. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.

F. Cable-to-Cable Connectors: Compression type, copper or copper alloy.

G. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.

H. Conduit Hubs: Mechanical type, terminal with threaded hub.

I. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with socket set screw.

J. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.

K. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.

L. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.

M. Straps: Solid copper, copper lugs. Rated for 600 A.

N. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal two-piece clamp.

O. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.

P. Water Pipe Clamps:

1. Mechanical type, two pieces with zinc-plated bolts.

a. Material: Die-cast zinc alloy.
b. Listed for direct burial.

2. U-bolt type with malleable-iron clamp and copper ground connector.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

B. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.

C. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.

1. Install bus horizontally, on insulated spacers 2 inches minimum from wall, 6 inches above finished floor unless otherwise indicated.
2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.

D. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1. Feeders and branch circuits.
2. Lighting circuits.
3. Receptacle circuits.
4. Single-phase motor and appliance branch circuits.
5. Three-phase motor and appliance branch circuits.
6. Flexible raceway runs.
7. Armored and metal-clad cable runs.
8. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.

C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

D. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.

E. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.

3.3 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
3. Use exothermic-welded connectors for outdoor/interior with presence of direct water/moisture locations; if a disconnect-type connection is required, use a bolted clamp.

C. Grounding and Bonding for Piping:

1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

D. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install tinned bonding jumper to bond across flexible duct connections to achieve continuity.

E. Grounding for Steel Building/Elevator Support Structure Rails: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet apart.

F. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.

1. Use electroplated or hot-tin-coated materials to ensure 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.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections with reports for approval from Engineer.

B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

C. Perform tests and inspections with the assistance of a factory-authorized service representative for Elevators.

D. Grounding system will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

F. Report measured ground resistances that exceed the following values:

1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.

G. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION

SECTION 26 05 29

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Steel slotted support systems.
2. Aluminum slotted support systems.
3. Conduit and cable support devices.
4. Support for conductors in vertical conduit.
5. Structural steel for fabricated supports and restraints.
6. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
7. Fabricated metal equipment support assemblies.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:

a. Slotted support systems, hardware, and accessories.
b. Clamps.
c. Hangers.
d. Sockets.
e. Eye nuts.
f. Fasteners.
g. Anchors.
h. Saddles.
i. Brackets.

2. Include rated capacities and furnished specialties and accessories.

B. Shop Drawings: For fabrication and installation details for electrical hangers and support systems.

1. Hangers. Include product data for components.
2. Slotted support systems.
3. Equipment supports.
4. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.

C. Delegated-Design Submittal: For hangers and supports for electrical systems.

1. Include design calculations and details of hangers.
2. Include design calculations for seismic restraints.

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Suspended ceiling components.
2. Ductwork, piping, fittings, and supports.
3. Structural members to which hangers and supports will be attached.
4. Size and location of initial access modules for acoustical tile.
5. Items penetrating finished ceiling, including the following:

a. Luminaires.
b. Air outlets and inlets.
c. Speakers.

d. Sprinklers.
e. Access panels.

B. Welding certificates.

1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.2/D1.2M.

B. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M.
2. AWS D1.2/D1.2M.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design hanger and support system.

B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame Rating: Class 1.
2. Self-extinguishing according to ASTM D 635.

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch-diameter holes at a maximum of 8 inches o.c. in at least one surface.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Allied Tube & Conduit; a part of Atkore International.
b. B-line, an Eaton business.
c. Gripple Inc.
d. GS Metals Corp.
e. G-Strut.
f. Metal Ties Innovation.
g. Thomas & Betts Corporation; A Member of the ABB Group.
h. Unistrut; Part of Atkore International.

2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.

3. Material for Channel, Fittings, and Accessories: Galvanized steel or Stainless steel, Type 304 depending.
4. Channel Width: Selected for applicable load criteria with minimum 1-5/8 inches.
5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
6. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
7. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
8. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Conduit and Cable Support Devices: Steel and malleable-iron /Stainless-steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.

D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.

E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Hilti, Inc.
2) ITW Ramset/Red Head; Illinois Tool Works, Inc.
3) MKT Fastening, LLC.
4) Simpson Strong-Tie Co., Inc.

2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) B-line, an Eaton business.
2) Empire Tool and Manufacturing Co., Inc.
3) Hilti, Inc.
4) ITW Ramset/Red Head; Illinois Tool Works, Inc.

3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.

4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: Stainless-steel springhead type.
7. Hanger Rods: Threaded steel.

2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

B. Materials: Comply with requirements in Section 05 50 00 "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:

1. NECA 1.
2. NECA 101
3. NECA 102.
4. NECA 105.
5. NECA 111.

B. Comply with requirements in Section 07 84 13 "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.

C. Comply with requirements for raceways and boxes specified in Section 26 05 33 "Raceways and Boxes for Electrical Systems."

D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by scheduled in NECA 1, where its Table 1 lists maximum spacings that are less than those stated in NFPA 70. Minimum rod size shall be 1/4 inch in diameter.

E. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with two-bolt conduit clamps or single-bolt conduit clamps using spring friction action for retention in support channel.

F. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.

B. Raceway Support Methods: In addition to methods described in NECA 1, EMT IMC and RMC may be supported by openings through structure members, according to NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
4. To Existing Concrete: Expansion anchor fasteners.
5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts; Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69 Spring-tension clamps.
7. To Light Steel: Sheet metal screws.
8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that comply with seismic-restraint strength and anchorage requirements.

E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Comply with installation requirements in Section 05 50 00 "Metal Fabrications" for site-fabricated metal supports.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

A. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.

B. Use 3000-psi, 28-day compressive-strength concrete.

C. Anchor equipment to concrete base as follows:

1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor bolts to elevations required for proper attachment to supported equipment.
3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

B. Touchup: Comply with requirements with the Equipment Manufacturer’s touch-up paint on miscellaneous metal.

C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

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SECTION 26 05 33

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Metal conduits and fittings.
2. Nonmetallic conduits and fittings.
3. Metal wireways and auxiliary gutters.
4. Nonmetal wireways and auxiliary gutters.
5. Surface raceways.
6. Boxes, enclosures, and cabinets.
7. Handholes and boxes for exterior underground cabling.

B. Related Requirements:

1. Section 07 84 13 "Penetration Firestopping" for firestopping at conduit and box entrances.
2. Section 28 05 28 "Pathways for Electronic Safety and Security" for conduits, surface pathways, innerduct, boxes, and faceplate adapters serving electronic safety and security.

1.3 DEFINITIONS

A. GRC: Galvanized rigid steel conduit.

B. IMC: Intermediate metal conduit.

1.4 ACTION SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

C. Samples: For wireways and surface raceways and for each color and texture specified, 12 inches long.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:

1. Structural members in paths of conduit groups with common supports.
2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

B. Qualification Data: For professional engineer.

C. Source quality-control reports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

A. Metal Conduit:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. AFC Cable Systems; a part of Atkore International.
   b. Allied Tube & Conduit; a part of Atkore International.
   c. Anamet Electrical, Inc.
   d. Calconduit.
   e. NEC, Inc.
   f. O-Z/Gedney; a brand of Emerson Industrial Automation.
   g. Perma-Cote.
   h. Southwire Company.
   i. Thomas & Betts Corporation; A Member of the ABB Group.
   j. Western Tube and Conduit Corporation.
   k. Wheatland Tube Company.

2. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

3. GRC: Comply with ANSI C80.1 and UL 6.
4. ARC: Comply with ANSI C80.5 and UL 6A.
5. IMC: Comply with ANSI C80.6 and UL 1242.
6. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.

   a. Comply with NEMA RN 1.
   b. Coating Thickness: 0.040 inch, minimum.

7. EMT: Comply with ANSI C80.3 and UL 797.
8. FMC: Comply with UL 1; zinc-coated steel.
9. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

B. Metal Fittings:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. AFC Cable Systems; a part of Atkore International.
    b. Allied Tube & Conduit; a part of Atkore International.
    c. Anamet Electrical, Inc.
    d. Calconduit.
    e. NEC, Inc.
    f. O-Z/Gedney; a brand of Emerson Industrial Automation.
    g. Patriot Aluminum Products, LLC.
    h. Perma-Cote.
    i. Southwire Company.
    j. Thomas & Betts Corporation; A Member of the ABB Group.
    k. Western Tube and Conduit Corporation.
    l. Wheatland Tube Company.

2. Comply with NEMA FB 1 and UL 514B.

3. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
4. Fittings, General: Listed and labeled for type of conduit, location, and use.
5. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
6. Fittings for EMT:

    a. Material: Steel or die cast.
    b. Type: Setscrew or compression.

7. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
8. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.

C. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 METAL WIREWAYS AND AUXILIARY GUTTERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. B-line, an Eaton business.
2. Hoffman; a brand of Pentair Equipment Protection.
3. MonoSystems, Inc.
4. Square D.

B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 3R /Type 4/ Type 12 unless otherwise indicated, and sized according to NFPA 70.

1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

D. Wireway Covers: Hinged type, Flanged-and-gasketed type unless otherwise indicated.

E. Finish: Manufacturer's standard enamel finish.

2.3 NONMETALLIC WIREWAYS AND AUXILIARY GUTTERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Allied Moulded Products, Inc.
2. Hoffman; a brand of Pentair Equipment Protection.

B. Listing and Labeling: Nonmetallic wireways and auxiliary gutters shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Description: Fiberglass polyester, extruded and fabricated to required size and shape, without holes or knockouts. Cover shall be gasketed with oil-resistant gasket material and fastened with captive screws treated for corrosion resistance. Connections shall be flanged and have stainless-steel screws and oil-resistant gaskets.

D. Description: PVC, extruded and fabricated to required size and shape, and having snap-on cover, mechanically coupled connections, and plastic fasteners.

E. Fittings and Accessories: Couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings shall match and mate with wireways as required for complete system.

F. Solvents and Adhesives: As recommended by conduit manufacturer.

2.4 SURFACE RACEWAYS

A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. Manufacturer's standard enamel finish in color selected by Architect, Prime coated, ready for field painting per Architect’s selected color and type.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Hubbell Incorporated; Wiring Device-Kellems.
b. Panduit Corp.
c. Wiremold / Legrand.

2.5 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Adalet.
2. Crouse-Hinds, an Eaton business.
3. EGS/Appleton Electric.
4. Erickson Electrical Equipment Company.
5. FSR Inc.
6. Hoffman; a brand of Pentair Equipment Protection.
7. Hubbell Incorporated.
8. Hubbell Incorporated; Wiring Device-Kellems.
9. Kraloy.
10. Milbank Manufacturing Co.
11. O-Z/Gedney; a brand of Emerson Industrial Automation.
12. Spring City Electrical Manufacturing Company.
13. Thomas & Betts Corporation; A Member of the ABB Group.
14. Wiremold / Legrand.

B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.

E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.

F. Metal Floor Boxes:

1. Material: Cast metal or sheet metal.
2. Type: Fully adjustable /Semi-adjustable.
3. Shape: Rectangular.
4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

G. Nonmetallic Floor Boxes: Nonadjustable, rectangular.

1. Listing and Labeling: Nonmetallic floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

H. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.

I. Paddle Fan Outlet Boxes: Nonadjustable, designed for attachment of paddle fan weighing 70 lb.

1. Listing and Labeling: Paddle fan outlet boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

J. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

K. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, galvanized, cast iron with gasketed cover.

L. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

M. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.

N. Gangable boxes are allowed.

O. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 3R /Type 12 with continuous-hinge cover with flush latch unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
2. Nonmetallic Enclosures: [**Plastic**] [**Fiberglass**].
3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

P. Cabinets:

1. NEMA 250, Type 3R /Type 12 galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.
6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed Conduit: GRC IMC.
2. Concealed Conduit, Aboveground: GRC EMT.
3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.

4. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R /Type 4.

B. Indoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include the following:

   a. Loading dock.
   b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
   c. Mechanical rooms.
   d. Gymnasiums.

4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
6. Damp or Wet Locations: GRC.
7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.

C. Minimum Raceway Size: 3/4-inch trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
3. EMT: Use setscrew or compression, steel fittings. Comply with NEMA FB 2.10.
4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.

F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.

G. Install surface raceways only where indicated on Drawings.

H. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.2 INSTALLATION

A. Comply with requirements in Section 26 05 29 "Hangers and Supports for Electrical Systems" for hangers and supports.

B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

C. Do not install raceways or electrical items on any "explosion-relief" walls or rotating equipment.

D. Do not fasten conduits onto the bottom side of a metal deck roof.

E. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

F. Complete raceway installation before starting conductor installation.

G. Arrange stub-ups so curved portions of bends are not visible above finished slab.

H. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.

I. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.

J. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

K. Support conduit within 12 inchesof enclosures to which attached.

L. Raceways Embedded in Slabs:

1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-footintervals.
2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
3. Arrange raceways to keep a minimum of 2 inches of concrete cover in all directions.
4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
5. Change from ENT to GRC before rising above floor.

M. Stub-ups to Above Recessed Ceilings:

1. Use EMT, IMC, or RMC for raceways.
2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

N. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

O. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.

P. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

Q. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

R. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.

S. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.

T. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.

U. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

V. Surface Raceways:

1. Install surface raceway with a minimum 2-inchradius control at bend points.
2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

W. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.

X. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where an underground service raceway enters a building or structure.
3. Conduit extending from interior to exterior of building.
4. Conduit extending into pressurized duct and equipment.
5. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
6. Where otherwise required by NFPA 70.

Y. Comply with manufacturer's written instructions for solvent welding RNC and fittings.

Z. Expansion-Joint Fittings:

1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC and EMT conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet.
2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:

   a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
   b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
   c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
   d. Attics: 135 deg F temperature change.

3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

AA. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 36 inches of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.
2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

BB. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

CC. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.

DD. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

EE. Locate boxes so that cover or plate will not span different building finishes.

FF. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

GG. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

HH. Set metal floor boxes level and flush with finished floor surface.

II. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install 0sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 26 05 44 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.4 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 07 84 13 "Penetration Firestopping."

3.5 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

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SECTION 26 05 44

SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
2. Sleeve-seal systems.
3. Sleeve-seal fittings.
4. Grout.
5. Silicone sealants.

B. Related Requirements:

1. Section 07 84 13 "Penetration Firestopping" for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Wall Sleeves:

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

B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

C. PVC-Pipe Sleeves: ASTM D 1785, Schedule 40.

D. Molded-PVC Sleeves: With nailing flange for attaching to wooden forms.

E. Molded-PE or -PP Sleeves: Removable, tapered-cup shaped, and smooth outer surface with nailing flange for attaching to wooden forms.

F. Sleeves for Rectangular Openings:

1. Material: Galvanized sheet steel.
2. Minimum Metal Thickness:

a. For sleeve cross-section rectangle perimeter less than 50 inches and with no side larger than 16 inches, thickness shall be 0.052 inch.
b. For sleeve cross-section rectangle perimeter 50 inches or more and one or more sides larger than 16 inches, thickness shall be 0.138 inch.

2.2 SLEEVE-SEAL SYSTEMS

A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Advance Products & Systems, Inc.
b. CALPICO, Inc.
c. Metraflex Company (The).
d. Pipeline Seal and Insulator, Inc.
e. Proco Products, Inc.

2. Sealing Elements: [**EPDM**] [**Nitrile (Buna N)**] rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
3. Pressure Plates: [**Carbon steel**] [**Plastic**] [**Stainless steel**].
4. Connecting Bolts and Nuts: [**Carbon steel, with corrosion-resistant coating,**] [**Stainless steel**] of length required to secure pressure plates to sealing elements.

2.3 SLEEVE-SEAL FITTINGS

A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber waterstop collar with center opening to match piping OD.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

a. HOLDRITE.

2.4 GROUT

A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.

B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.

C. Design Mix: 5000-psi, 28-day compressive strength.

D. Packaging: Premixed and factory packaged.

2.5 SILICONE SEALANTS

A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.

1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.

B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

A. Comply with NECA 1.

B. Comply with NEMA VE 2 for cable tray and cable penetrations.

C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:

1. Interior Penetrations of Non-Fire-Rated Walls and Floors:

a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 07 92 00 "Joint Sealants."
b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.

2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
3. Size pipe sleeves to provide [**1/4-inch**] <**Insert dimension**> annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed[**or unless seismic criteria require different clearance**].

4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
5. Install sleeves for floor penetrations. Extend sleeves installed in floors [**2 inches**] <**Insert dimension**> above finished floor level. Install sleeves during erection of floors.

D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:

1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.

E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.

F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using [**steel**] [**cast-iron**] pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.

B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.3 SLEEVE-SEAL-FITTING INSTALLATION

A. Install sleeve-seal fittings in new walls and slabs as they are constructed.

B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.

C. Secure nailing flanges to concrete forms.

D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION

SECTION 26 05 53

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Color and legend requirements for raceways, conductors, and warning labels and signs.
2. Labels.
3. Bands and tubes.
4. Tapes and stencils.
5. Tags.
6. Signs.
7. Cable ties.
8. Paint for identification.
9. Fasteners for labels and signs.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for electrical identification products.

B. Samples: For each type of label and sign to illustrate composition, size, colors, lettering style, mounting provisions, and graphic features of identification products.

C. Identification Schedule: For each piece of electrical equipment and electrical system components to be an index of nomenclature for electrical equipment and system components used in identification signs and labels. Use same designations indicated on Drawings.

D. Delegated-Design Submittal: For arc-flash hazard study.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Comply with ASME A13.1 and IEEE C2.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

D. Comply with ANSI Z535.4 for safety signs and labels.

E. Comply with NFPA 70E and Available Study Report for "Overcurrent Protective Device Arc-Flash Study" requirements for arc-flash warning labels.

F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

G. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 COLOR AND LEGEND REQUIREMENTS

A. Raceways and Cables Carrying Circuits at 600 V or Less:

1. Black letters on an orange field.
2. Legend: Indicate voltage and system or service type.

B. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.

1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
2. Colors for 208/120-V Circuits:

a. Phase A: Black.
b. Phase B: Red.
c. Phase C: Blue.

3. Colors for 480/277-V Circuits:

a. Phase A: Brown.
b. Phase B: Orange.
c. Phase C: Yellow.

4. Color for Neutral: White or gray.
5. Color for Equipment Grounds: Green / Green with a yellow stripe.
6. Colors for Isolated Grounds: Green with white stripe.

C. Raceways and Cables Carrying Circuits at More Than 600 V:

1. Black letters on an orange field.
2. Legend: "DANGER - CONCEALED HIGH VOLTAGE WIRING."

D. Warning Label Colors:

1. Identify system voltage with black letters on an orange background.

E. Warning labels and signs shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."
3. Insert names and wording of warning signs or labels (for example, arc flash, multiple services and voltages, and others.

F. Equipment Identification Labels:

1. Black letters on a white field.
2. Insert specific requirements for equipment to be labeled, such as transformers, panelboards, etc.

2.3 LABELS

A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Brady Corporation.
b. Champion America.
c. emedco.
d. Grafoplast Wire Markers.
e. Marking Services, Inc.
f. Panduit Corp.
g. Seton Identification Products.

B. Snap-around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameters sized to suit diameters and that stay in place by gripping action.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Brady Corporation.
b. HellermannTyton.
c. Marking Services, Inc.
d. Panduit Corp.

e. Seton Identification Products.

C. Self-Adhesive Wraparound Labels: Preprinted, 3-mil-thick, vinyl flexible label with acrylic pressure-sensitive adhesive.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Brady Corporation.
b. Brother International Corporation.
c. emedco.
d. Ideal Industries, Inc.
e. Marking Services, Inc.
f. Panduit Corp.
g. Seton Identification Products.

2. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over the legend. Labels sized such that the clear shield overlaps the entire printed legend.
3. Marker for Labels: Permanent, waterproof, black ink marker recommended by tag manufacturer.
4. Marker for Labels: Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.

D. Self-Adhesive Labels: Vinyl, thermal, transfer-printed, 3-mil-thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Brady Corporation.
b. Brother International Corporation.
c. emedco.
d. HellermannTyton.
e. Ideal Industries, Inc.
f. Marking Services, Inc.
g. Panduit Corp.
h. Seton Identification Products.

2. Minimum Nominal Size:

a. 1-1/2 by 6 inchesfor raceway and conductors.
b. 3-1/2 by 5 inchesfor equipment.
c. As required by authorities having jurisdiction.

2.4 BANDS AND TUBES

A. Snap-around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches long, with diameters sized to suit diameters and that stay in place by gripping action.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Brady Corporation.
    b. Marking Services, Inc.
    c. Panduit Corp.

B. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameter and shrunk to fit firmly. Full shrink recovery occurs at a maximum of 200 deg F. Comply with UL 224.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Brady Corporation.
    b. Panduit Corp.

2.5 TAPES AND STENCILS

A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Carlton Industries, LP.
    b. Champion America.
    c. Ideal Industries, Inc.
    d. Panduit Corp.

B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils thick by 1 to 2 inches wide; compounded for outdoor use.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Brady Corporation.
    b. Carlton Industries, LP.
    c. emedco.
    d. Marking Services, Inc.

C. Tape and Stencil: 4-inch-wide black stripes on 10-inch centers placed diagonally over orange background and is 12 inches wide. Stop stripes at legends.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. HellermannTyton.
    b. LEM Products Inc.
    c. Marking Services, Inc.

d. Seton Identification Products.

D. Floor Marking Tape: 2-inch-wide, 5-mil pressure-sensitive vinyl tape, with black and white or yellow and black stripes and clear vinyl overlay.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Carlton Industries, LP.
b. Seton Identification Products.

E. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.6 TAGS

A. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking cable tie fastener.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Brady Corporation.
b. Carlton Industries, LP.
c. emedco.
d. Marking Services, Inc.
e. Seton Identification Products.

B. Nonmetallic Preprinted Tags: Polyethylene tags, 0.023 inch thick, color-coded for phase and voltage level, with factory printed permanent designations; punched for use with self-locking cable tie fastener.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Brady Corporation.
b. Carlton Industries, LP.
c. emedco.
d. Grafoplast Wire Markers.
e. LEM Products Inc.
f. Marking Services, Inc.
g. Panduit Corp.
h. Seton Identification Products.

2.7 SIGNS

A. Baked-Enamel Signs:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Carlton Industries, LP.
b. Champion America.
c. emedco.
d. Marking Services, Inc.

2. Preprinted aluminum signs, high-intensity reflective, punched or drilled for fasteners, with colors, legend, and size required for application.

3. 1/4-inch grommets in corners for mounting.
4. Nominal Size: 7 by 10 inches.

B. Metal-Backed Butyrate Signs:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Brady Corporation.
b. Champion America.
c. emedco.
d. Marking Services, Inc.

2. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs, with 0.0396-inch galvanized-steel backing, punched and drilled for fasteners, and with colors, legend, and size required for application.

3. 1/4-inch grommets in corners for mounting.
4. Nominal Size: 10 by 14 inches.

C. Laminated Acrylic or Melamine Plastic Signs:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Brady Corporation.
b. Carlton Industries, LP.
c. emedco.
d. Marking Services, Inc.

2. Engraved legend.

3. Thickness:

a. For signs up to 20 sq. in., minimum 1/16 inch thick.
b. For signs larger than 20 sq. in., 1/8 inch thick.
c. Engraved legend with white letters on a dark gray background.
d. Punched or drilled for mechanical fasteners with 1/4-inch grommets in corners for mounting.
e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.8 CABLE TIES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. HellermannTyton.
2. Ideal Industries, Inc.
3. Marking Services, Inc.
4. Panduit Corp.

B. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

1. Minimum Width: 3/16 inch.
2. Tensile Strength at 73 Deg F according to ASTM D 638: 12,000 psi.
3. Temperature Range: Minus 40 to plus 185 deg F.
4. Color: Black, except where used for color-coding.

C. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

1. Minimum Width: 3/16 inch.
2. Tensile Strength at 73 Deg F according to ASTM D 638: 12,000 psi.
3. Temperature Range: Minus 40 to plus 185 deg F.
4. Color: Black.

D. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, and self-locking.

1. Minimum Width: 3/16 inch.
2. Tensile Strength at 73 Deg F according to ASTM D 638: 7000 psi.
3. UL 94 Flame Rating: 94V-0.
4. Temperature Range: Minus 50 to plus 284 deg F.
5. Color: Black.

2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).

B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 PREPARATION

A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

3.2 INSTALLATION

A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.

B. Install identifying devices before installing acoustical ceilings and similar concealment.

C. Verify identity of each item before installing identification products.

D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.

E. Apply identification devices to surfaces that require finish after completing finish work.

F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.

G. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.

1. Secure tight to surface of conductor, cable, or raceway.

H. System Identification for Raceways and Cables over 600 V: Identification shall completely encircle cable or conduit. Place adjacent identification of two-color markings in contact, side by side.

1. Secure tight to surface of conductor, cable, or raceway.

I. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

J. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch-high letters for emergency instructions at equipment used for power transfer / load shedding.

K. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.

L. Accessible Fittings for Raceways: Identify the covers of each junction and pull box of the following systems with the wiring system legend and system voltage. System legends shall be as follows:

1. "EMERGENCY POWER."
2. "POWER."
3. "UPS."

M. Vinyl Wraparound Labels:

1. Secure tight to surface of raceway or cable at a location with high visibility and accessibility.
2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.

N. Snap-around Labels: Secure tight to surface at a location with high visibility and accessibility.

O. Self-Adhesive Wraparound Labels: Secure tight to surface at a location with high visibility and accessibility.

P. Self-Adhesive Labels:

1. On each item, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
2. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high.

Q. Snap-around Color-Coding Bands: Secure tight to surface at a location with high visibility and accessibility.

R. Heat-Shrink, Preprinted Tubes: Secure tight to surface at a location with high visibility and accessibility.

S. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.

T. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.

1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.

U. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.

V. Floor Marking Tape: Apply stripes to finished surfaces following manufacturer's written instructions.

W. Metal Tags:

1. Place in a location with high visibility and accessibility.
2. Secure using UV-stabilized / plenum-rated cable ties.

X. Nonmetallic Preprinted Tags:

1. Place in a location with high visibility and accessibility.
2. Secure using UV-stabilized /plenum-rated cable ties.

Y. Write-on Tags:

1. Place in a location with high visibility and accessibility.
2. Secure using UV-stabilized /plenum-rated cable ties.

Z. Baked-Enamel Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
2. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on minimum 1-1/2-inch-high sign; where two lines of text are required, use signs minimum 2 inches high.

AA. Metal-Backed Butyrate Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
2. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high sign; where two lines of text are required, use labels 2 inches high.

BB. Laminated Acrylic or Melamine Plastic Signs:

1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
2. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high sign; where two lines of text are required, use labels 2 inches high.

CC. Cable Ties: General purpose, for attaching tags, except as listed below:

1. Outdoors: UV-stabilized nylon.
2. In Spaces Handling Environmental Air: Plenum rated.

3.3 IDENTIFICATION SCHEDULE

A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.

B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.

C. Concealed Raceways, Duct Banks, More Than 600 V, within Buildings: Tape and stencil. Stencil legend "DANGER - CONCEALED HIGH-VOLTAGE WIRING" with 3-inch-high, black letters on 20-inch centers.

1. Locate identification at changes in direction, at penetrations of walls and floors, and at [**10-foot**] [**30-foot**] maximum intervals.

D. Accessible Raceways, Armored and Metal-Clad Cables, More Than 600 V: Vinyl wraparound labels / Self-adhesive labels / Snap-around color-coding bands for raceway and cables.

1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

E. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits, More Than 30 A and 120 V to Ground: Identify with self-adhesive raceway labels / vinyl tape applied in bands.

1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

F. Accessible Fittings for Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive labels containing the wiring system legend and system voltage. System legends shall be as follows:

1. "EMERGENCY POWER."
2. "POWER."
3. "UPS."

G. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use vinyl wraparound labels /snap-around labels /snap-around color-coding bands / self-adhesive vinyl tape to identify the phase.

1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

H. Power-Circuit Conductor Identification, More Than 600 V: For conductors in vaults, pull and junction boxes, manholes, and handholes, use nonmetallic preprinted tags colored and marked to indicate phase, and a separate tag with the circuit designation.

I. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive labels with the conductor or cable designation, origin, and destination.

J. Control-Circuit Conductor Termination Identification: For identification at terminations, provide heat-shrink preprinted tubes / self-adhesive labels with the conductor designation.

K. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.

L. Auxiliary Electrical Systems Conductor Identification: Self-adhesive vinyl tape that is uniform and consistent with system used by manufacturer for factory-installed connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.

M. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.

N. Concealed Raceways and Duct Banks, More Than 600 V, within Buildings: Apply floor marking tape to the following finished surfaces:

1. Floor surface directly above conduits running beneath and within 12 inches of a floor that is in contact with earth or is framed above unexcavated space.
2. Wall surfaces directly external to raceways concealed within wall.
3. Accessible surfaces of concrete envelope around raceways in vertical shafts, exposed in the building, or concealed above suspended ceilings.

O. Workspace Indication: Apply floor marking tape or tape and stencil to finished surfaces. Show working clearances in the direction of access to live parts. Workspace shall comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

P. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.

Q. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive labels /Baked-enamel warning signs /Metal-backed, butyrate warning signs.

1. Apply to exterior of door, cover, or other access.
2. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:

a. Power-transfer switches.
b. Controls with external control power connections.

R. Arc Flash Warning Labeling: Self-adhesive labels.

S. Operating Instruction Signs: Baked-enamel warning signs/ Metal-backed, butyrate warning signs /Laminated acrylic or melamine plastic signs.

T. Emergency Operating Instruction Signs: Baked-enamel warning signs /Metal-backed, butyrate warning signs/Laminated acrylic or melamine plastic signs with white legend on a red background with minimum 3/8-inch-high letters for emergency instructions at equipment used for power transfer /load shedding.

U. Equipment Identification Labels:

1. Indoor Equipment: Baked-enamel signs /Metal-backed butyrate signs /Laminated acrylic or melamine plastic sign.
2. Outdoor Equipment: Laminated acrylic or melamine sign /Stenciled legend 4 inches high.
3. Equipment to Be Labeled:

a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be in the form of a engraved, laminated acrylic or melamine label.
b. Enclosures and electrical cabinets.
c. Access doors and panels for concealed electrical items.
d. Switchgear.
e. Switchboards.
f. Transformers: Label that includes tag designation indicated on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
g. Substations.
h. Emergency system boxes and enclosures.
i. Motor-control centers.
j. Enclosed switches.
k. Enclosed circuit breakers.
l. Enclosed controllers.
m. Variable-speed controllers.
n. Push-button stations.
o. Power-transfer equipment.
p. Contactors.
q. Remote-controlled switches, dimmer modules, and control devices.
r. Battery-inverter units.
s. Battery racks.
t. Power-generating units.
u. Monitoring and control equipment.
v. UPS equipment.

END OF SECTION

SECTION 26 27 26

WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Straight-blade convenience, hospital-grade, isolated-ground, and tamper-resistant receptacles.
2. USB charger devices.
3. GFCI receptacles.
4. SPD receptacles.
5. Hazardous (classified) location receptacles.
6. Twist-locking receptacles.
7. Pendant cord-connector devices.
8. Cord and plug sets.
9. Toggle switches.
10. Decorator-style convenience.
11. Wall switch sensor light switches with dual technology sensors.
12. Wall switch sensor light switches with passive infrared sensors.
13. Wall switch sensor light switches with ultrasonic sensors.
14. Digital timer light switches.
15. Residential devices.
16. Wall-box dimmers.
17. Wall plates.
18. Floor service outlets.
19. Poke-through assemblies.
20. Prefabricated multioutlet assemblies.
21. Service poles.

1.3 DEFINITIONS

A. Abbreviations of Manufacturers' Names:

1. Cooper: Cooper Wiring Devices; Division of Cooper Industries, Inc.
2. Hubbell: Hubbell Incorporated: Wiring Devices-Kellems.
3. Leviton: Leviton Mfg. Company, Inc.
4. Pass & Seymour: Pass& Seymour/Legrand.

B. BAS: Building automation system.

C. EMI: Electromagnetic interference.

D. GFCI: Ground-fault circuit interrupter.

E. Pigtail: Short lead used to connect a device to a branch-circuit conductor.

F. RFI: Radio-frequency interference.

G. SPD: Surge protective device.

H. UTP: Unshielded twisted pair.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

C. Samples: One for each type of device and wall plate specified, in each color specified.

1.5 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. SPD Receptacles: One for every 10 of each type installed, but no fewer than two of each type.

PART 2 - PRODUCTS

2.1 GENERAL WIRING-DEVICE REQUIREMENTS

A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:

1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
2. Devices shall comply with the requirements in this Section.

D. Devices for Owner-Furnished Equipment:

1. Receptacles: Match plug configurations.
2. Cord and Plug Sets: Match equipment requirements.

E. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 STRAIGHT-BLADE RECEPTACLES

A. Duplex Convenience Receptacles: 125 V, 20 A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Eaton (Arrow Hart).
b. Hubbell Incorporated; Wiring Device-Kellems.
c. Leviton Manufacturing Co., Inc.
d. Pass & Seymour/Legrand (Pass & Seymour).

B. Isolated-Ground, Duplex Convenience Receptacles: 125 V, 20 A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Eaton (Arrow Hart).
b. Hubbell Incorporated; Wiring Device-Kellems.
c. Leviton Manufacturing Co., Inc.
d. Pass & Seymour/Legrand (Pass & Seymour).

2. Description: Straight blade; equipment grounding contacts shall be connected only to the green grounding screw terminal of the device and with inherent electrical isolation from mounting strap. Isolation shall be integral to receptacle construction and not dependent on removable parts.

C. Tamper-Resistant Convenience Receptacles: 125 V, 20 A; comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Eaton (Arrow Hart).
    b. Hubbell Incorporated; Wiring Device-Kellems.
    c. Leviton Manufacturing Co., Inc.
    d. Pass & Seymour/Legrand (Pass & Seymour).

2. Description: Labeled and complying with NFPA 70, "Health Care Facilities" Article, "Pediatric Locations" Section.

2.3 GFCI RECEPTACLES

A. General Description:

1. 125 V, 20 A, straight blade, feed /non-feed-through type.
2. Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, UL 943 Class A, and FS W-C-596.
3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.

B. Duplex GFCI Convenience Receptacles:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Hubbell Incorporated; Wiring Device-Kellems.

C. Pass & Seymour/Legrand (Pass & Seymour).Tamper-Resistant, Duplex GFCI Convenience Receptacles:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Hubbell Incorporated; Wiring Device-Kellems.
    b. Pass & Seymour/Legrand (Pass & Seymour).

2.4 SPD RECEPTACLES

A. General Description: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, UL 1449, and FS W-C-596, with integral SPD in line to ground, line to neutral, and neutral to ground.

1. 125 V, 20 A, straight-blade type.
2. SPD Components: Multiple metal-oxide varistors; with a nominal clamp-level rating of 400 V and minimum single transient pulse energy dissipation of 240 J, according to IEEE C62.41.2 and IEEE C62.45.
3. Active SPD Indication: Visual and audible, with light visible in face of device to indicate device is "active" or "no longer in service."

B. Duplex SPD Convenience Receptacles:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Eaton (Arrow Hart).
   b. Hubbell Incorporated; Wiring Device-Kellems.
   c. Leviton Manufacturing Co., Inc.
   d. Pass & Seymour/Legrand (Pass & Seymour).

C. Isolated-Ground, Duplex SPD Convenience Receptacles:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Eaton (Arrow Hart).
   b. Hubbell Incorporated; Wiring Device-Kellems.
   c. Leviton Manufacturing Co., Inc.
   d. Pass & Seymour/Legrand (Pass & Seymour).

2. Grounding: Equipment grounding contacts shall be connected only to the green grounding screw terminal of the device and with inherent electrical isolation from mounting strap. Isolation shall be integral to receptacle construction and not dependent on removable parts.

2.5 TWIST-LOCKING RECEPTACLES

A. Twist-Lock, Single Convenience Receptacles: 125 V, 20 A; comply with NEMA WD 1, NEMA WD 6 Configuration L5-20R, and UL 498.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Eaton (Arrow Hart).
   b. Hubbell Incorporated; Wiring Device-Kellems.
   c. Leviton Manufacturing Co., Inc.
   d. Pass & Seymour/Legrand (Pass & Seymour).

2.6 CORD AND PLUG SETS

A. Description:

1. Match voltage and current ratings and number of conductors to requirements of equipment being connected.
2. Cord: Rubber-insulated, stranded-copper conductors, with Type SOW-A jacket; with green-insulated grounding conductor and ampacity of at least 130 percent of the equipment rating.

3. Plug: Nylon body and integral cable-clamping jaws. Match cord and receptacle type for connection.

2.7 TOGGLE SWITCHES

A. Comply with NEMA WD 1, UL 20, and FS W-S-896.

B. Switches, 120/277 V, 20 A:

1. Single Pole:

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Eaton (Arrow Hart).
2) Hubbell Incorporated; Wiring Device-Kellems.
3) Leviton Manufacturing Co., Inc.
4) Pass & Seymour/Legrand (Pass & Seymour).

2. Two Pole:

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Eaton (Arrow Hart).
2) Hubbell Incorporated; Wiring Device-Kellems.
3) Leviton Manufacturing Co., Inc.
4) Pass & Seymour/Legrand (Pass & Seymour).

C. Pilot-Light Switches: 120/277 V, 20 A.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Eaton (Arrow Hart).
b. Hubbell Incorporated; Wiring Device-Kellems.
c. Leviton Manufacturing Co., Inc.
d. Pass & Seymour/Legrand (Pass & Seymour).

2. Description: Single pole, with LED-lighted handle, illuminated when switch is off.

D. Single-Pole, Double-Throw, Momentary-Contact, Center-off Switches: 120/277 V, 20 A; for use with mechanically held lighting contactors.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Eaton (Arrow Hart).
b. Hubbell Incorporated; Wiring Device-Kellems.
c. Leviton Manufacturing Co., Inc.
d. Pass & Seymour/Legrand (Pass & Seymour).

2.8 WALL SWITCH SENSOR LIGHT SWITCH, DUAL TECHNOLOGY

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton (Arrow Hart).
2. Hubbell Incorporated; Wiring Device-Kellems.
3. Leviton Manufacturing Co., Inc.
4. Pass & Seymour/Legrand (Pass & Seymour).

B. Description: Switchbox-mounted, combination lighting-control sensor and conventional switch lighting-control unit using dual technology.

1. Connections: Provisions for connection to BAS.
2. Connections: Hard wired.
3. Connections: Wireless.
4. Rated 960 W at 120-V ac for tungsten lighting, 10 A at 120-V ac or 10 A at 277-V ac for fluorescent or LED lighting, and 1/4 hp at 120-V ac.
5. Integral relay for connection to BAS.
6. Adjustable time delay of [**five**] [**10**] [**15**] [**20**] minutes.
7. Able to be locked to Automatic-On /Manual-On mode.
8. Automatic Light-Level Sensor: Adjustable from 2 to 200 fc.
9. Comply with NEMA WD 1, UL 20, and FS W-S-896.

2.9 DEVICES

A. Telephone Outlet:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Eaton (Arrow Hart).
b. Leviton Manufacturing Co., Inc.

2. Description: Single RJ-45 jack for terminating Category 6e, twisted pair cable complying with Section 26 05 23 "Control-Voltage Electrical Power Conductors."
3. Description: Single RJ-45 jack for terminating Category 6e, twisted pair cable complying with Section 27 15 13 "Communications Copper Horizontal Cabling."
4. Comply with UL 1863.

2.10 WALL-BOX DIMMERS

A. Dimmer Switches: Modular, full-wave, solid-state units with integral, quiet on-off switches, with audible frequency and EMI/RFI suppression filters.

B. Control: Continuously adjustable slider toggle switch; with single-pole or three-way switching. Comply with UL 1472.

C. LED Lamp Dimmer Switches: Modular; compatible with LED lamps; trim potentiometer to adjust low-end dimming; capable of consistent dimming with low end not greater than 20 percent of full brightness.

2.11 WALL PLATES

A. Single and combination types shall match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.
2. Material for Finished Spaces: Steel with white baked enamel, suitable for field painting satin-finished, Type 302 stainless steel. Coordinate with Architect for Final Products & Color.
3. Material for Unfinished Spaces: Galvanized steel.
4. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.

B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with lockable cover.

2.12 FINISHES

A. Device Color:

1. Wiring Devices Connected to Normal Power System: Almond/ Black/ Brown/ Gray/ Ivory/ White unless otherwise indicated or required by NFPA 70 or device listing.
2. Wiring Devices Connected to Emergency Power System: Red.
3. SPD Devices: Blue.
4. Isolated-Ground Receptacles: Orange.

B. Wall Plate Color: For plastic covers, match device color.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

B. Coordination with Other Trades:

1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
4. Install wiring devices after all wall preparation, including painting, is complete.

C. Conductors:

1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
4. Existing Conductors:

    a. Cut back and pigtail, or replace all damaged conductors.
    b. Straighten conductors that remain and remove corrosion and foreign matter.
    c. Pigtailing existing conductors is permitted, provided the outlet box is large enough.

D. Device Installation:

1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the right.
2. Install hospital-grade receptacles in patient-care areas with the ground pin or neutral blade at the top.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Dimmers:

1. Install dimmers within terms of their listing.
2. Verify that dimmers used for fan-speed control are listed for that application.
3. Install unshared neutral conductors on line and load side of dimmers according to manufacturers' device listing conditions in the written instructions.

H. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

I. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.2 GFCI RECEPTACLES

A. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

3.3 IDENTIFICATION

A. Comply with Section 26 05 53 "Identification for Electrical Systems."

B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.4 FIELD QUALITY CONTROL

A. Test Instruments: Use instruments that comply with UL 1436.

B. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.

C. Perform the following tests and inspections with the assistance of a factory-authorized service representative:

1. In healthcare facilities, prepare reports that comply with recommendations in NFPA 99.
2. Test Instruments: Use instruments that comply with UL 1436.
3. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.

D. Tests for Convenience Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.
2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.

3. Ground Impedance: Values of up to 2 ohms are acceptable.
4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
5. Using the test plug, verify that the device and its outlet box are securely mounted.
6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

E. Wiring device will be considered defective if it does not pass tests and inspections.

F. Prepare test and inspection reports.

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SECTION 26 28 16

ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Fusible switches.
2. Nonfusible switches.
3. Receptacle switches.
4. Shunt trip switches.
5. Molded-case circuit breakers (MCCBs).
6. Molded-case switches.
7. Enclosures.

1.3 DEFINITIONS

A. NC: Normally closed.

B. NO: Normally open.

C. SPDT: Single pole, double throw.

D. DPDT: Double pole, double throw.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.

1. Enclosure types and details for types other than NEMA 250, Type 1.
2. Current and voltage ratings.
3. Short-circuit current ratings (interrupting and withstand, as appropriate).
4. Include evidence of a nationally recognized testing laboratory (NRTL) listing for series rating of installed devices.

5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
6. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.

B. Shop Drawings: For enclosed switches and circuit breakers.

1. Include plans, elevations, sections, details, showing scaled drawings for proper fittings with Fire Safety interface in places as shown on the plans.
2. Include wiring diagrams for power, signal, and control wiring.
3. Shunt Trip Relay with Auxiliary Contacts (2-wo, 2-us).

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals.

1. In addition to items specified in Section 23 00 00 "General Requirements Mechanical and Electrical," include the following:

a. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
b. Time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Provide in PDF in electronic format of ETAP (ANSI-OTI).

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses: Installed for each size and type plus, no fewer than six of each size and type.
2. Fuse Pullers: Two for each size and type.

1.8 QUALITY ASSURANCE

A. Testing Agency Qualifications: Accredited by NETA.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

1.9 FIELD CONDITIONS

A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:

1. Ambient Temperature: Not less than minus 22 deg F and not exceeding 104 deg F.
2. Altitude: Not exceeding 6600 feet.

1.10 WARRANTY

A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single manufacturer.

B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

D. Comply with NFPA 70.

2.2 FUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.
2. General Electric Company.
3. SIEMENS Industry, Inc.; Energy Management Division.
4. Square D; by Schneider Electric.

B. Type HD, Heavy Duty:

1. Single /Double throw.
2. Three /six pole.
3. 240 /600-V ac.
4. UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate fuses.

5. Lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Isolated Ground Kit: Internally mounted; insulated, labeled for copper and aluminum neutral conductors.
4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
5. Auxiliary Contact Kit: Two NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open. Contact rating - 208-V ac.
6. Hookstick Handle: Allows use of a hookstick to operate the handle.
7. Lugs: Mechanical type, suitable for number, size, and conductor material.
8. Service-Rated Switches: Labeled for use as service equipment.

2.3 NONFUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.
2. General Electric Company.
3. SIEMENS Industry, Inc.; Energy Management Division.
4. Square D; by Schneider Electric.

B. Type GD, General Duty, Three Pole, Single Throw, 240-V ac, 600 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.

C. Type HD, Heavy Duty, Six Pole, Double Throw, 600-V ac, 200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

D. Type HD, Heavy Duty, Three Pole, Double Throw, 240 /600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

E. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Isolated Ground Kit: Internally mounted; insulated, labeled for copper and aluminum neutral conductors.
4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.

5. Auxiliary Contact Kit: Two NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open. Contact rating - 208-V ac.
6. Hookstick Handle: Allows use of a hookstick to operate the handle.
7. Lugs: Mechanical type, suitable for number, size, and conductor material.
8. Service-Rated Switches: Labeled for use as service equipment.

2.4 RECEPTACLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.
2. General Electric Company.
3. SIEMENS Industry, Inc.; Energy Management Division.
4. Square D; by Schneider Electric.

B. Type HD, Heavy-Duty, Three Pole, Single-Throw Fusible Switch: 240 /600-V ac, 30 /60 /100 A; UL 98 and NEMA KS 1; horsepower rated, with clips or bolt pads to accommodate indicated fuses; lockable handle with capability to accept three padlocks; interlocked with cover in closed position.

C. Type HD, Heavy-Duty, Three Pole, Single-Throw Nonfusible Switch: 240 /600-V ac, 30 /60 /100 A; UL 98 and NEMA KS 1; horsepower rated, lockable handle with capability to accept three padlocks; interlocked with cover in closed position.

D. Interlocking Linkage: Provided between the receptacle and switch mechanism to prevent inserting or removing plug while switch is in the on position, inserting any plug other than specified, and turning switch on if an incorrect plug is inserted or correct plug has not been fully inserted into the receptacle.

E. Receptacle: Polarized, three-phase, four-wire receptacle (fourth wire connected to enclosure ground lug).

F. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Isolated Ground Kit: Internally mounted; insulated, labeled for copper and aluminum neutral conductors.
4. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
5. Auxiliary Contact Kit: Two NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open. Contact rating - 208-V ac.
6. Hookstick Handle: Allows use of a hookstick to operate the handle.
7. Lugs: Mechanical type, suitable for number, size, and conductor material.
8. Service-Rated Switches: Labeled for use as service equipment.

2.5 SHUNT TRIP SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Bussmann, an Eaton business.
2. Littelfuse, Inc.
3. Mersen USA.
4. Cutler Hammer (Eaton).

B. General Requirements: Comply with ASME A17.1, UL 50, and UL 98, with Class J fuse block and 200-kA interrupting and short-circuit current rating.

C. Type HD, Heavy-Duty, Three Pole, Single-Throw Fusible Switch: 240 /600-V ac, 30 /60 /100 A; UL 98 and NEMA KS 1; integral shunt trip mechanism; horsepower rated, with clips or bolt pads to accommodate indicated fuses; lockable handle with capability to accept three padlocks; interlocked with cover in closed position.

D. Type HD, Heavy-Duty, Three Pole, Single-Throw Nonfusible Switch: 240 /600-V ac, 30 /60 /100 A; UL 98 and NEMA KS 1; integral shunt trip mechanism; horsepower rated, lockable handle with capability to accept three padlocks; interlocked with cover in closed position.

E. Control Circuit: 120-V ac; obtained from integral control power transformer, with primary and secondary fuses, with a control power transformer of enough capacity to operate shunt trip, pilot, indicating and control devices.

F. Accessories:

1. Oiltight key switch for key-to-test function.
2. Oiltight red ON pilot light.
3. Isolated neutral lug; 200 percent rating.
4. Mechanically interlocked auxiliary contacts that change state when switch is opened and closed.
5. Form C alarm contacts that change state when switch is tripped.
6. Three-pole, double-throw, fire-safety and alarm relay; 120-V ac /24-V dc coil voltage.
7. Three-pole, double-throw, fire-alarm voltage monitoring relay complying with NFPA 72.
8. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
9. Isolated Ground Kit: Internally mounted; insulated, labeled for copper and aluminum neutral conductors.
10. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
11. Auxiliary Contact Kit: Two NOE/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open. Contact rating - 24-V ac /120-V ac /208-V ac /240-V ac /24-V dc as required.
12. Hookstick Handle: Allows use of a hookstick to operate the handle.
13. Lugs: Mechanical type, suitable for number, size, and conductor material.
14. Service-Rated Switches: Labeled for use as service equipment.

2.6 MOLDED-CASE CIRCUIT BREAKERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.
2. General Electric Company.
3. SIEMENS Industry, Inc.; Energy Management Division.
4. Square D; by Schneider Electric.

B. Circuit breakers shall be constructed using glass-reinforced insulating material. Current carrying components shall be completely isolated from the handle and the accessory mounting area.

C. Circuit breakers shall have a toggle operating mechanism with common tripping of all poles, which provides quick-make, quick-break contact action. The circuit-breaker handle shall be over center, be trip free, and reside in a tripped position between on and off to provide local trip indication. Circuit-breaker escutcheon shall be clearly marked on and off in addition to providing international I/O markings. Equip circuit breaker with a push-to-trip button, located on the face of the circuit breaker to mechanically operate the circuit-breaker tripping mechanism for maintenance and testing purposes.

D. The maximum ampere rating and UL, IEC, or other certification standards with applicable voltage systems and corresponding interrupting ratings shall be clearly marked on face of circuit breaker. Circuit breakers shall be100 percent rated or series rated as indicated on the Drawings. Fuse/circuit breaker combinations for series connected interrupting ratings shall be listed by UL as recognized component combinations. Any series rated combination used shall be marked on the end-use equipment along with the statement "Caution - Series Rated System. with Amps Available Amperes. Identical Replacement Component Required."

E. MCCBs shall be equipped with a device for locking in the isolated position.

F. Lugs shall be suitable for 194 deg F rated wire, sized according to the 167 deg F temperature rating in NFPA 70.

G. Standard: Comply with UL 489 with interrupting capacity to comply with available fault currents.

H. Thermal-Magnetic Circuit Breakers: Inverse time-current thermal element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

I. Adjustable, Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.

J. Electronic Trip Circuit Breakers: Field-replaceable rating plug, rms sensing, with the following field-adjustable settings:

1. Instantaneous trip.
2. Long- and short-time pickup levels.
3. Long- and short-time time adjustments.

4. Ground-fault pickup level, time delay, and I-squared t response.

K. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller, and let-through ratings less than NEMA FU 1, RK-5.

L. Integrally Fused Circuit Breakers: Thermal-magnetic trip element with integral limiter-style fuse listed for use with circuit breaker and trip activation on fuse opening or on opening of fuse compartment door.

M. Ground-Fault Circuit-Interrupter (GFCI) Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).

N. Ground-Fault Equipment-Protection (GFEP) Circuit Breakers: With Class B ground-fault protection (30-mA trip).

O. Features and Accessories:

1. Standard frame sizes, trip ratings, and number of poles.
2. Lugs: Mechanical type, suitable for number, size, trip ratings, and conductor material.
3. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge lighting circuits.
4. Ground-Fault Protection: Comply with UL 1053; remote-mounted and powered type with mechanical ground-fault indicator; relay with adjustable pickup and time-delay settings, push-to-test feature, internal memory, and shunt trip unit; and three-phase, zero-sequence current transformer/sensor.
5. Communication Capability: Circuit-breaker-mounted Integral or Din-rail-mounted communication module with functions and features compatible with power monitoring and control system.
6. Shunt Trip: Trip coil energized from separate circuit, with coil-clearing contact.
7. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional time delay.
8. Auxiliary Contacts: Two SPDT switches with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts, "b" contacts operate in reverse of circuit-breaker contacts.
9. Alarm Switch: One NO/NC contact as required so that it operates only when circuit breaker has tripped.
10. Key Interlock Kit: Externally mounted to prohibit circuit-breaker operation; key shall be removable only when circuit breaker is in off position.
11. Zone-Selective Interlocking: Integral with [**electronic**] [**ground-fault**] trip unit; for interlocking ground-fault protection function.
12. Electrical Operator: Provide remote control for on, off, and reset operations.
13. Accessory Control Power Voltage: Remote mounted and powered; 24-V ac /120-V ac 2/08-V ac /24-V dc.

2.7 MOLDED-CASE SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.

2. General Electric Company.
3. Cutler Hammer (Eaton).
4. SIEMENS Industry, Inc.; Energy Management Division.
5. Square D; by Schneider Electric.

B. Description: MCCB with fixed, high-set instantaneous trip only, and short-circuit withstand rating equal to equivalent breaker frame size interrupting rating.

C. Standard: Comply with UL 489 with interrupting capacity to comply with available fault currents.

D. Features and Accessories:

1. Standard frame sizes and number of poles.
2. Lugs:

   a. Mechanical type, suitable for number, size, trip ratings, and conductor material.
   b. Lugs shall be suitable for 194 deg F rated wire, sized according to the 167 deg F temperature rating in NFPA 70.

3. Ground-Fault Protection: Comply with UL 1053; remote-mounted and powered type with mechanical ground-fault indicator; relay with adjustable pickup and time-delay settings, push-to-test feature, internal memory, and shunt trip unit; and three-phase, zero-sequence current transformer/sensor.
4. Shunt Trip: Trip coil energized from separate circuit, with coil-clearing contact.
5. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional time delay.
6. Auxiliary Contacts: Two SPDT switches with "a" and "b" contacts; "a" contacts mimic switch contacts, "b" contacts operate in reverse of switch contacts.
7. Alarm Switch: Minimum two sets NO & NC contact that operates only when switch has tripped.
8. Key Interlock Kit: Externally mounted to prohibit switch operation; key shall be removable only when switch is in off position.
9. Zone-Selective Interlocking: Integral with ground-fault shunt trip unit; for interlocking ground-fault protection function.
10. Electrical Operator: Provide remote control for on, off, and reset operations.
11. Accessory Control Power Voltage: Remote mounted and powered; 24-V ac /120-V ac /208-V ac /240-V ac /24-V dc as required.

2.8 ENCLOSURES

A. Enclosed Switches and Circuit Breakers: UL 489, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.

B. Enclosure Finish: The enclosure shall be gray baked enamel paint, electrodeposited on cleaned, phosphatized galvannealed steel (NEMA 250 Types 3R, 12).

C. Conduit Entry: NEMA 250 Types 4, 4X, and 12 enclosures shall contain no knockouts. NEMA 250 Types 7 and 9 enclosures shall be provided with threaded conduit openings in both endwalls.

D. Operating Mechanism: The circuit-breaker operating handle shall be externally operable with the operating mechanism being an integral part of the box, not the cover directly operable through the front cover of the enclosure (NEMA 250 Type 12). The cover interlock mechanism shall have an externally operated override. The override shall not permanently disable the interlock mechanism, which shall return to the locked position once the override is released. The tool used to override the cover interlock mechanism shall not be required to enter the enclosure in order to override the interlock.

E. Enclosures designated as NEMA 250 Type 4, 4X stainless steel, 12, or 12K shall have a dual cover interlock mechanism to prevent unintentional opening of the enclosure cover when the circuit breaker is ON and to prevent turning the circuit breaker ON when the enclosure cover is open.

F. NEMA 250 Type 7/9 enclosures shall be furnished with a breather and drain kit to allow their use in outdoor and wet location applications.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

1. Commencement of work shall indicate Installer's acceptance of the areas and conditions as satisfactory.

3.2 PREPARATION

A. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Construction Manager no fewer than seven days in advance of proposed interruption of electric service.
2. Indicate method of providing temporary electric service.
3. Do not proceed with interruption of electric service without Construction Manager's written permission.
4. Comply with NFPA 70E.

3.3 ENCLOSURE ENVIRONMENTAL RATING APPLICATIONS

A. Enclosed Switches and Circuit Breakers: Provide enclosures at installed locations with the following environmental ratings.

1. Indoor, Dry and Clean Locations: NEMA 250, Type 12.
2. Outdoor Locations: NEMA 250, Type 3R /Type 4X.
3. Wash-Down Areas: NEMA 250, Type 4X.
4. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4.
5. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.
6. Hazardous Areas Indicated on Drawings: NEMA 250, Type 7 /Type 9 with cover attached by Type 316 stainless steel bolts.

3.4 INSTALLATION

A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

B. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.

C. Comply with mounting and anchoring requirements specified in Section 26 05 48.16 "Seismic Controls for Electrical Systems."

D. Temporary Lifting Provisions: Remove temporary lifting of eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

E. Install fuses in fusible devices.

F. Comply with NFPA 70 and NECA 1.

3.5 IDENTIFICATION

A. Comply with requirements in Section 26 05 53 "Identification for Electrical Systems."

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.6 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

D. Perform tests and inspections with the assistance of a factory-authorized service representative.

E. Tests and Inspections for Switches:

1. Visual and Mechanical Inspection:

a. Inspect physical and mechanical condition.
b. Inspect anchorage, alignment, grounding, and clearances.
c. Verify that the unit is clean.
d. Verify blade alignment, blade penetration, travel stops, and mechanical operation.
e. Verify that fuse sizes and types match the Specifications and Drawings.
f. Verify that each fuse has adequate mechanical support and contact integrity.
g. Inspect bolted electrical connections for high resistance using one of the two following methods:

1) Use a low-resistance ohmmeter.

a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.

2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.

a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.

h. Verify that operation and sequencing of interlocking systems is as described in the Specifications and shown on the Drawings.
i. Verify correct phase barrier installation.
j. Verify lubrication of moving current-carrying parts and moving and sliding surfaces.

2. Electrical Tests:

a. Perform resistance measurements through bolted connections with a low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
b. Measure contact resistance across each switchblade fuseholder. Drop values shall not exceed the high level of the manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
c. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with switch closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1 from the NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.

d. Measure fuse resistance. Investigate fuse-resistance values that deviate from each other by more than 15 percent.
e. Perform ground fault test according to NETA ATS 7.14 "Ground Fault Protection Systems, Low-Voltage."

F. Tests and Inspections for Molded Case Circuit Breakers:

1. Visual and Mechanical Inspection:

a. Verify that equipment nameplate data are as described in the Specifications and shown on the Drawings.
b. Inspect physical and mechanical condition.
c. Inspect anchorage, alignment, grounding, and clearances.
d. Verify that the unit is clean.
e. Operate the circuit breaker to ensure smooth operation.
f. Inspect bolted electrical connections for high resistance using one of the two following methods:

1) Use a low-resistance ohmmeter.

a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.

2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.

a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.

g. Inspect operating mechanism, contacts, and chutes in unsealed units.
h. Perform adjustments for final protective device settings in accordance with the coordination study.

2. Electrical Tests:

a. Perform resistance measurements through bolted connections with a low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
b. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with circuit breaker closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1 from the NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.
c. Perform a contact/pole resistance test. Drop values shall not exceed the high level of the manufacturer's published data. If manufacturer's published data are not

available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.

d. Perform insulation resistance tests on all control wiring with respect to ground. Applied potential shall be 500-V dc for 300-V rated cable and 1000-V dc for 600-V rated cable. Test duration shall be one minute. For units with solid state components, follow manufacturer's recommendation. Insulation resistance values shall be no less than two megohms.

e. Determine the following by primary current injection:

1) Long-time pickup and delay. Pickup values shall be as specified. Trip characteristics shall not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.

2) Short-time pickup and delay. Short-time pickup values shall be as specified. Trip characteristics shall not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.

3) Ground-fault pickup and time delay. Ground-fault pickup values shall be as specified. Trip characteristics shall not exceed manufacturer's published time-current characteristic tolerance band, including adjustment factors.

4) Instantaneous pickup. Instantaneous pickup values shall be as specified and within manufacturer's published tolerances.

f. Test functionality of the trip unit by means of primary current injection. Pickup values and trip characteristics shall be as specified and within manufacturer's published tolerances.

g. Perform minimum pickup voltage tests on shunt trip and close coils in accordance with manufacturer's published data. Minimum pickup voltage of the shunt trip and close coils shall be as indicated by manufacturer.

h. Verify correct operation of auxiliary features such as trip and pickup indicators; zone interlocking; electrical close and trip operation; trip-free, anti-pump function; and trip unit battery condition. Reset all trip logs and indicators. Investigate units that do not function as designed.

i. Verify operation of charging mechanism. Investigate units that do not function as designed.

3. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

4. Perform the following infrared scan tests and inspections and prepare reports:

a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each enclosed switch and circuit breaker. Remove front panels so joints and connections are accessible to portable scanner.

b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each enclosed switch and circuit breaker 11 months after date of Substantial Completion.

c. Instruments and Equipment: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

5. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.

G. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

H. Prepare test and inspection reports.

1. Test procedures used.
2. Include identification of each enclosed switch and circuit breaker tested and describe test results.
3. List deficiencies detected, remedial action taken, and observations after remedial action.

3.7 ADJUSTING

A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

B. Set field-adjustable circuit-breaker trip ranges to values indicated on the Drawings.

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SECTION 26 43 13

SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes field-mounted SPDs for low-voltage (120 to 600 V) power distribution and control equipment.

1.3 DEFINITIONS

A. Inominal: Nominal discharge current.

B. MCOV: Maximum continuous operating voltage.

C. Mode(s), also Modes of Protection: The pair of electrical connections where the VPR applies.

D. MOV: Metal-oxide varistor; an electronic component with a significant non-ohmic current-voltage characteristic.

E. OCPD: Overcurrent protective device.

F. SCCR: Short-circuit current rating.

G. SPD: Surge protective device.

H. VPR: Voltage protection rating.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
2. Copy of UL Category Code VZCA certification, as a minimum, listing the tested values for VPRs, Inominal ratings, MCOVs, type designations, OCPD requirements, model numbers, system voltages, and modes of protection.

1.5 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

B. Sample Warranty: For manufacturer's special warranty.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For SPDs to include in maintenance manuals.

1.7 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to replace or replace SPDs that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Ten (10) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL SPD REQUIREMENTS

A. SPD with Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

C. Comply with UL 1449.

D. MCOV of the SPD shall be the nominal system voltage.

2.2 SERVICE ENTRANCE AND TRANSFER SWITCH SUPPRESSOR

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ABB USA.
2. Advanced Protection Technologies Inc. (APT).
3. ALLTEC.
4. Atlantic Scientific.
5. Current Technology Inc.
6. Danaher Power Solutions.
7. Eaton.
8. General Electric Company.
9. Intermatic, Inc.
10. LEA International.
11. Leviton Manufacturing Co., Inc.
12. Liebert; a brand of Emerson Electric Co.

13. Mersen USA.
14. Northern Technologies, Inc.
15. Raycap, Inc.
16. Schneider Electric USA, Inc.
17. SIEMENS Industry, Inc.; Energy Management Division.
18. Square D; by Schneider Electric.
19. SSI, an ILSCO Company.
20. Staco Energy Products Co.

B. SPDs: Comply with UL 1449, Type 1.

C. SPDs: Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 1449, Type 1

1. SPDs with the following features and accessories:

a. Integral disconnect switch.
b. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
c. Indicator light display for protection status.
d. Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of protection status. Contacts shall reverse on failure of any surge diversion module or on opening of any current-limiting device. Coordinate with building power monitoring and control system.
e. Surge counter.

D. Comply with UL 1283.

E. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 240kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.

F. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V, three-phase, four-wire circuits shall not exceed the following:

1. Line to Neutral: 1200 V for 480Y/277 V / 700 V for 208Y/120 V.
2. Line to Ground: 1200 V for 480Y/277 V / 1200 V for 208Y/120 V.
3. Line to Line: 2000 V for 480Y/277 V / 1000 V for 208Y/120 V.

G. Protection modes and UL 1449 VPR for 240/120 V, single-phase, three-wire circuits shall not exceed the following:

1. Line to Neutral: 700 V.
2. Line to Ground: 700 V.
3. Line to Line: 1000 V.

H. SCCR: Equal or exceed 200 kA.

I. Inominal Rating: 20 kA.

2.3 PANEL SUPPRESSORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ABB USA.
2. Advanced Protection Technologies Inc. (APT).
3. ALLTEC.
4. Atlantic Scientific.
5. Current Technology Inc.
6. Danaher Power Solutions.
7. Eaton.
8. General Electric Company.
9. Intermatic, Inc.
10. LEA International.
11. Leviton Manufacturing Co., Inc.
12. Liebert; a brand of Emerson Electric Co.
13. Mersen USA.
14. Northern Technologies, Inc.
15. Raycap, Inc.
16. Schneider Electric USA, Inc.
17. SIEMENS Industry, Inc.; Energy Management Division.
18. Square D; by Schneider Electric.
19. SSI, an ILSCO Company.

B. SPDs: Comply with UL 1449, Type 1.

1. Include LED indicator lights for power and protection status.
2. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
3. Include Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of protection status. Contacts shall reverse on failure of any surge diversion module or on opening of any current-limiting device. Coordinate with building power monitoring and control system.

C. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 100 kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.

D. Comply with UL 1283.

E. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V, three-phase, four-wire circuits shall not exceed the following:

1. Line to Neutral: 700 V for 208Y/120 V.
2. Line to Ground: 700 V for 208Y/120 V.
3. Neutral to Ground: 700 V for 208Y/120 V.
4. Line to Line: 2000 V for 480Y/277 V / 1200 V for 208Y/120 V

F. Protection modes and UL 1449 VPR for 240/120-V, single-phase, three-wire circuits shall not exceed the following:

1. Line to Neutral: 700 V.
2. Line to Ground: 700 V.
3. Neutral to Ground: 700 V.
4. Line to Line: 1200 V.

G. SCCR: Equal or exceed 200 kA.

H. Inominal Rating: 20 kA.

2.4 ENCLOSURES

A. Indoor Enclosures: NEMA 250, Type 1.

B. Outdoor Enclosures: NEMA 250, Type 3R / Type 4X.

2.5 CONDUCTORS AND CABLES

A. Power Wiring: Same size as SPD leads, complying with Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."

B. Class 2 Control Cables: Multiconductor cable with copper conductors not smaller than No. 18 AWG, complying with Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."

C. Class 1 Control Cables: Multiconductor cable with copper conductors not smaller than No. 14 AWG, complying with Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1.

B. Install an OCPD or disconnect as required to comply with the UL listing of the SPD.

C. Install SPDs with conductors between suppressor and points of attachment as short and straight as possible, and adjust circuit-breaker positions to achieve shortest and straightest leads. Do not splice and extend SPD leads unless specifically permitted by manufacturer. Do not exceed manufacturer's recommended lead length. Do not bond neutral and ground.

D. Use crimped connectors and splices only. Wire nuts are unacceptable.

E. Wiring:

1. Power Wiring: Comply with wiring methods in Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."
2. Controls: Comply with wiring methods in Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."

3.2 FIELD QUALITY CONTROL

A. Perform the following tests and inspections with the assistance of a factory-authorized service representative.

1. Compare equipment nameplate data for compliance with Drawings and Specifications.
2. Inspect anchorage, alignment, grounding, and clearances.
3. Verify that electrical wiring installation complies with manufacturer's written installation requirements.

B. An SPD will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

3.3 STARTUP SERVICE

A. Complete startup checks according to manufacturer's written instructions.

B. Do not perform insulation-resistance tests of the distribution wiring equipment with SPDs installed. Disconnect SPDs before conducting insulation-resistance tests, and reconnect them immediately after the testing is over.

C. Energize SPDs after power system has been energized, stabilized, and tested.

3.4 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to operate and maintain SPDs.

END OF SECTION

SECTION 26 51 19

LED INTERIOR LIGHTING

PART 1 - 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 the following types of LED luminaires:

1. Linear industrial.
2. Lowbay.
3. Strip light.
4. Surface mount, linear.
5. Suspended, linear.
6. Materials.
7. Finishes.
8. Luminaire support.

1.3 DEFINITIONS

A. CCT: Correlated color temperature.

B. CRI: Color Rendering Index.

C. Fixture: See "Luminaire."

D. IP: International Protection or Ingress Protection Rating.

E. LED: Light-emitting diode.

F. Lumen: Measured output of lamp and luminaire, or both.

G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Arrange in order of luminaire designation.
2. Include data on features, accessories, and finishes.

3. Include physical description and dimensions of luminaires.
4. Include emergency lighting units, including batteries and chargers.
5. Include life, output (lumens, CCT, and CRI), and energy efficiency data.
6. Photometric data and adjustment factors based on laboratory tests, complying with IES Lighting Measurements Testing and Calculation Guides, of each luminaire type. The adjustment factors shall be for lamps and accessories identical to those indicated for the luminaire as applied in this Project IES LM-79 and IES LM-80.

    a. Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
    b. Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.

B. Shop Drawings: For nonstandard or custom luminaires.

1. Include plans, elevations, sections, and mounting and attachment details.
2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.

C. Samples: For each luminaire and for each color and texture with standard factory-applied finish.

D. Samples for Initial Selection: For each type of luminaire with custom factory-applied finishes.

1. Include Samples of luminaires and accessories involving color and finish selection.

E. Samples for Verification: For each type of luminaire.

1. Include Samples of luminaires and accessories to verify finish selection.

F. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Luminaires.
2. Suspended ceiling components.
3. Partitions and millwork that penetrate the ceiling or extend to within 12 inches of the plane of the luminaires.
4. Structural members to which equipment and luminaires will be attached.
5. Initial access modules for acoustical tile, including size and locations.
6. Items penetrating finished ceiling, including the following:

    a. Other luminaires.

b. Air outlets, inlets and ductwork.
c. Speakers.
d. Sprinklers.
e. Rails of Elevator, Cables to Elevator.
f. Ceiling-mounted projectors.

7. Moldings.

B. Qualification Data: For testing laboratory providing photometric data for luminaires.

C. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

D. Product Certificates: For each type of luminaire.

E. Product Test Reports: For each luminaire, for tests performed by a qualified testing agency.

F. Sample warranty.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For luminaires and lighting systems to include in operation and maintenance manuals.

1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Lamps: 5 (five) of each type and rating installed. Furnish at least one of each type.
2. Diffusers and Lenses: 2 (two) of each type and rating installed. Furnish at least one of each type.
3. Globes and Guards: 2 (two) of each type and rating installed. Furnish at least one of each type.

1.8 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturer's laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.

B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products, and complying with the applicable IES testing standards.

C. Provide luminaires from a single manufacturer for each luminaire type.

D. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

E. Mockups: For interior luminaires in room or module mockups, complete with power and control connections.

1. Obtain Architect's approval of luminaires in mockups before starting installations.
2. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

1.10 WARRANTY

A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.

B. Warranty Period: Five (5) year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 LUMINAIRE REQUIREMENTS

A. 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.

B. Standards:

1. ENERGY STAR certified.
2. California Title 24 compliant.
3. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.
4. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.
5. UL Listing: Listed for damp location.
6. Recessed luminaires shall comply with NEMA LE 4.
7. User Replaceable Lamps:

a. Bulb shape complying with ANSI C78.79.
b. Lamp base complying with ANSI C81.61 or IEC 60061-1.

C. CRI of minimum 80. CCT of 4100 K.

D. Rated lamp life of 50,000 hours to L70.

E. Lamps dimmable from 100 percent to 0 percent of maximum light output.

F. Internal driver.

G. Nominal Operating Voltage: 120 V ac /277 V ac /12 V dc /24 V dc.

1. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.

H. Housings:

1. Extruded-aluminum housing and heat sink.
2. powder-coat finish.

2.2 LINEAR INDUSTRIAL

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper Lighting, an Eaton business.
2. GE Lighting Solutions.
3. Kenall.
4. Lithonia Lighting; Acuity Brands Lighting, Inc.
5. RAB Lighting.

B. Minimum 4,600 lumens. Minimum allowable efficacy of 90 lumens per watt.

C. Housing and heat sink rated to the following:

1. NEMA 4X.
2. IP 54.
3. IP 66.
4. Marine and wet locations.
5. CSA C22.2 No 137.

2.3 LOWBAY

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper Lighting, an Eaton business.
2. GE Lighting Solutions.
3. Kenall.
4. Lithonia Lighting; Acuity Brands Lighting, Inc.
5. OSRAM SYLVANIA.

B. Minimum 5,000 lumens. Minimum allowable efficacy of 80 lumens per watt.

C. Universal mounting bracket.

2.4 STRIP LIGHT

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper Lighting, an Eaton business.
2. GE Lighting Solutions.
3. Kenall.
4. Lithonia Lighting; Acuity Brands Lighting, Inc.
5. Philips Lighting Company.

B. Minimum 750 lumens. Minimum allowable efficacy of 80 lumens per watt.

C. Integral junction box with conduit fittings.

2.5 SURFACE MOUNT, LINEAR

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper Lighting, an Eaton business.
2. GE Lighting Solutions.
3. Kenall.
4. Lightolier; a Philips group brand.
5. Lithonia Lighting; Acuity Brands Lighting, Inc.

B. Minimum 750 lumens. Minimum allowable efficacy of 80 lumens per watt.

C. Integral junction box with conduit fittings.

2.6 SUSPENDED, LINEAR

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper Lighting, an Eaton business.
2. GE Lighting Solutions.
3. Kenall.
4. Lightolier; a Philips group brand.
5. Lithonia Lighting; Acuity Brands Lighting, Inc.

B. Minimum 1,500 /2,000 /3,000 lumens. Minimum allowable efficacy of 85 lumens per watt.

2.7 MATERIALS

A. Metal Parts:

1. Free of burrs and sharp corners and edges.
2. Sheet metal components shall be steel unless otherwise indicated.
3. Form and support to prevent warping and sagging.

B. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

C. Diffusers and Globes:

1. prismatic acrylic /clear, UV-stabilized acrylic
2. Acrylic Diffusers: One hundred percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
3. Glass: Annealed crystal glass unless otherwise indicated.
4. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.

D. Housings:

1. Extruded-aluminum housing and heat sink.
2. Powder-coat finish.

E. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Locate labels where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

1. Label shall include the following lamp characteristics:

a. "USE ONLY" and include specific lamp type.
b. Lamp diameter, shape, size, wattage, and coating.
c. CCT and CRI for all luminaires.

2.8 METAL FINISHES

A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

2.9 LUMINAIRE SUPPORT

A. Comply with requirements in Section 26 05 29 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.

B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.

C. Wires: ASTM A 641/A 641 M, Class 3, soft temper, zinc-coated steel, 12 gage.

D. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.

E. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 TEMPORARY LIGHTING

A. If approved by the Architect, use selected permanent luminaires for temporary lighting. When construction is sufficiently complete, clean luminaires used for temporary lighting and install new lamps.

3.3 INSTALLATION

A. Comply with NECA 1.

B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.

C. Install lamps in each luminaire.

D. Supports:

1. Sized and rated for luminaire weight.
2. Able to maintain luminaire position after cleaning and relamping.
3. Provide support for luminaire without causing deflection of ceiling or wall.
4. Luminaire mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and vertical force of 400 percent of luminaire weight.

E. Flush-Mounted Luminaire Support:

1. Secured to outlet box.
2. Attached to ceiling structural members at four points equally spaced around circumference of luminaire.
3. Trim ring flush with finished surface.

F. Wall-Mounted Luminaire Support:

1. Attached to structural members in walls Attached to a minimum 20 gauge backing plate attached to wall structural members Attached using through bolts and backing plates on either side of wall.

2. Do not attach luminaires directly to gypsum board.

G. Ceiling-Mounted Luminaire Support:

1. Ceiling mount with two 5/32-inch- diameter aircraft cable supports adjustable to 120 inches in length or as required.
2. Ceiling mount with pendant mount with 5/32-inch- diameter aircraft cable supports adjustable to 120 inches in length or as required.
3. Ceiling mount with hook mount.

H. Suspended Luminaire Support:

1. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
2. Stem-Mounted, Single-Unit Luminaires: Suspend with twin-stem hangers. Support with approved outlet box and accessories that hold stem and provide damping of luminaire oscillations. Support outlet box vertically to building structure using approved devices.
3. Do not use ceiling grid as support for pendant luminaires. Connect support wires or rods to building structure.

I. Comply with requirements in Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

3.4 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

3.5 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.

B. Luminaire will be considered defective if it does not pass operation tests and inspections.

C. Prepare test and inspection reports.

3.6 ADJUSTING

A. Occupancy Adjustments: When requested within [**12**] <**Insert number**> months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to [**two**] <**Insert number**> visits to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.

1. During adjustment visits, inspect all luminaires. Replace lamps or luminaires that are defective.
2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
3. Adjust the aim of luminaires in the presence of the Architect.

END OF SECTION

SECTION 27 15 00

COMMUNICATIONS HORIZONTAL CABLING

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. UTP cabling.
2. 50/125-micrometer, optical fiber cabling.
3. Coaxial cable.
4. Multiuser telecommunications outlet assemblies.
5. Cable connecting hardware, patch panels, and cross-connects.
6. Telecommunications outlet/connectors.
7. Cabling system identification products.
8. Cable management system.

1.3 DEFINITIONS

A. BICSI: Building Industry Consulting Service International.

B. Consolidation Point: A location for interconnection between horizontal cables extending from building pathways and horizontal cables extending into furniture pathways.

C. Cross-Connect: A facility enabling the termination of cable elements and their interconnection or cross-connection.

D. EMI: Electromagnetic interference.

E. IDC: Insulation displacement connector.

F. LAN: Local area network.

G. MUTOA: Multiuser telecommunications outlet assembly, a grouping in one location of several telecommunications outlet/connectors.

H. Outlet/Connectors: A connecting device in the work area on which horizontal cable or outlet cable terminates.

I. RCDD: Registered Communications Distribution Designer.

J. UTP: Unshielded twisted pair.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordinate layout and installation of telecommunications cabling with Owner's telecommunications and LAN equipment and service suppliers.

B. Coordinate telecommunications outlet/connector locations with location of power receptacles at each work area.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. For coaxial cable, include the following installation data for each type used:

a. Nominal OD.
b. Minimum bending radius.
c. Maximum pulling tension.

B. Shop Drawings:

1. System Labeling Schedules: Electronic copy of labeling schedules, in software and format selected by Owner.
2. System Labeling Schedules: Electronic copy of labeling schedules that are part of the cabling and asset identification system of the software.
3. Cabling administration drawings and printouts.
4. Wiring diagrams to show typical wiring schematics, including the following:

a. Cross-connects.
b. Patch panels.
c. Patch cords.

5. Cross-connects and patch panels. Detail mounting assemblies, and show elevations and physical relationship between the installed components.

C. Samples: For workstation outlets, jacks, jack assemblies, in specified finish, one for each size and outlet configuration and faceplates for color selection and evaluation of technical features.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer, qualified layout technician, installation supervisor, and field inspector.

B. Source quality-control reports.

C. Field quality-control reports.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For splices and connectors to include in maintenance manuals.

B. Software and Firmware Operational Documentation:

1. Software operating and upgrade manuals.
2. Program Software Backup: On magnetic media or compact disk, complete with data files.
3. Device address list.
4. Printout of software application and graphic screens.

1.8 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Patch-Panel Units: One of each type.
2. Connecting Blocks: One of each type.
3. Device Plates: One of each type.
4. Multiuser Telecommunications Outlet Assemblies: One of each type.

1.9 QUALITY ASSURANCE

A. Installer Qualifications: Cabling Installer must have personnel certified by BICSI on staff.

1. Layout Responsibility: Preparation of Shop Drawings and Cabling Administration Drawings, Cabling Administration Drawings, and field testing program development by an RCDD.
2. Installation Supervision: Installation shall be under the direct supervision of Registered Technician Level 2 Installer, who shall be present at all times when Work of this Section is performed at Project site.
3. Testing Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

B. Testing Agency Qualifications: An NRTL.

1. Testing Agency's Field Supervisor: Currently certified by BICSI as an RCDD to supervise on-site testing.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Test cables upon receipt at Project site.

1. Test optical fiber cables to determine the continuity of the strand end to end. Use optical fiber flashlight or optical loss test set.
2. Test optical fiber cables while on reels. Use an optical time domain reflectometer to verify the cable length and locate cable defects, splices, and connector; including the loss value of each. Retain test data and include the record in maintenance data.
3. Test each pair of UTP cable for open and short circuits.

PART 2 - PRODUCTS

2.1 HORIZONTAL CABLING DESCRIPTION

A. Horizontal cable and its connecting hardware provide the means of transporting signals between the telecommunications outlet/connector and the horizontal cross-connect located in the communications equipment room. This cabling and its connecting hardware are called a "permanent link," a term that is used in the testing protocols.

1. TIA/EIA-568-B.1 requires that a minimum of two telecommunications outlet/connectors be installed for each work area.
2. Horizontal cabling shall contain no more than one transition point or consolidation point between the horizontal cross-connect and the telecommunications outlet/connector.
3. Bridged taps and splices shall not be installed in the horizontal cabling.
4. Splitters shall not be installed as part of the optical fiber cabling.

B. A work area is approximately 100 sq. ft., and includes the components that extend from the telecommunications outlet/connectors to the station equipment.

C. The maximum allowable horizontal cable length is 295 feet. This maximum allowable length does not include an allowance for the length of 16 feet to the workstation equipment or in the horizontal cross-connect.

2.2 PERFORMANCE REQUIREMENTS

A. General Performance: Horizontal cabling system shall comply with transmission standards in TIA/EIA-568-B.1 when tested according to test procedures of this standard.

B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: 25 or less.
2. Smoke-Developed Index: 50 or less.

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. Grounding: Comply with J-STD-607-A.

2.3 BACKBOARDS

A. Backboards: Plywood, fire-retardant treated, 3/4 by 48 by 96 inches. Comply with requirements in Section 06 10 00 "Rough Carpentry" for plywood backing panels.

2.4 UTP CABLE

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. 3M.
2. AMP NETCONNECT; a TE Connectivity Ltd. company.
3. Belden CDT Networking Division/NORDX.
4. Berk-Tek Leviton; a Nexans/Leviton alliance.
5. Draka USA.
6. General Cable; General Cable Corporation.
7. Genesis Cable Products; Honeywell International, Inc.
8. Optical Cable Corporation.
9. Superior Essex Inc.
10. SYSTIMAX Solutions; a CommScope Inc. brand.

B. Description: 100-ohm, four-pair UTP, formed into 25-pair, binder groups covered with a blue thermoplastic jacket.

1. Comply with ICEA S-90-661 for mechanical properties.
2. Comply with TIA/EIA-568-B.1 for performance specifications.
3. Comply with TIA/EIA-568-B.2, Category 6.
4. Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 444 and NFPA 70 for the following types:

   a. Communications, General Purpose: Type CM or CMG; or MPP, CMP, MPR, CMR, MP, or MPG.
   b. Communications, Plenum Rated: Type CMP or MPP, complying with NFPA 262.
   c. Communications, Riser Rated: Type CMR; or MPP, CMP, or MPR, complying with UL 1666.
   d. Communications, Limited Purpose: Type CMX; or MPP, CMP, MPR, CMR, MP, MPG, CM, or CMG.
   e. Multipurpose: Type MP or MPG; or MPP or MPR.
   f. Multipurpose, Plenum Rated: Type MPP, complying with NFPA 262.
   g. Multipurpose, Riser Rated: Type MPR or MPP, complying with UL 1666.

2.5 UTP CABLE HARDWARE

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. American Technology Systems Industries, Inc.
2. AMP NETCONNECT; a TE Connectivity Ltd. company.
3. Belden CDT Networking Division/NORDX.
4. Dynacom Corporation.
5. Hubbell Premise Wiring.
6. Leviton Manufacturing Co., Inc.
7. Optical Cable Corporation.
8. Panduit Corp.
9. Siemon Co. (The).

B. General Requirements for Cable Connecting Hardware: Comply with TIA/EIA-568-B.2, IDC type, with modules designed for punch-down caps or tools. Cables shall be terminated with connecting hardware of same category or higher.

C. Connecting Blocks: 110-style IDC for Category 6. Provide blocks for the number of cables terminated on the block, plus 25 percent spare. Integral with connector bodies, including plugs and jacks where indicated.

D. Cross-Connect: Modular array of connecting blocks arranged to terminate building cables and permit interconnection between cables.

1. Number of Terminals per Field: One for each conductor in assigned cables.

E. Patch Panel: Modular panels housing multiple-numbered jack units with IDC-type connectors at each jack for permanent termination of pair groups of installed cables.

1. Number of Jacks per Field: One for each four-pair UTP cable indicated conductor group of indicated cables, plus spares and blank positions adequate to suit specified expansion criteria.

F. Jacks and Jack Assemblies: Modular, color-coded, eight-position modular receptacle units with integral IDC-type terminals.

G. Patch Cords: Factory-made, four-pair cables in 48 inch lengths; terminated with eight-position modular plug at each end.

1. Patch cords shall have bend-relief-compliant boots and color-coded icons to ensure Category 6 performance. Patch cords shall have latch guards to protect against snagging.
2. Patch cords shall have color-coded boots for circuit identification.

2.6 OPTICAL FIBER CABLE

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. 3M.
2. AMP NETCONNECT; a TE Connectivity Ltd. company.
3. Belden CDT Networking Division/NORDX.
4. Berk-Tek Leviton; a Nexans/Leviton alliance.
5. Corning Cable Systems.
6. CSI Technologies Inc.
7. General Cable; General Cable Corporation.
8. Superior Essex Inc.
9. SYSTIMAX Solutions; a CommScope Inc. brand.

B. Description: Multimode, 50/125-micrometer, 24-fiber, nonconductive, tight buffer, optical fiber cable.

1. Comply with ICEA S-83-596 for mechanical properties.
2. Comply with TIA/EIA-568-B.3 for performance specifications.
3. Comply with TIA-492AAAB/TIA-492AAAA-A for detailed specifications.
4. Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 444, UL 1651, and NFPA 70 for the following types:

a. General Purpose, Nonconductive: Type OFN or OFNG, or OFNR, OFNP.
b. Plenum Rated, Nonconductive: Type OFNP, complying with NFPA 262.
c. Riser Rated, Nonconductive: Type OFNR or OFNP, complying with UL 1666.
d. General Purpose, Conductive: Type OFC or OFCG; or OFNG, OFN, OFCR, OFNR, OFCP, or OFNP.
e. Plenum Rated, Conductive: Type OFCP or OFNP, complying with NFPA 262.
f. Riser Rated, Conductive: Type OFCR; or OFNR, OFCP, or OFNP, complying with UL 1666.

5. Conductive cable shall be steel armored type.
6. Maximum Attenuation: 3.50 dB/km at 850 nm; 1.5 dB/km at 1300 nm.
7. Minimum Modal Bandwidth: 160 MHz-km at 850 nm; 500 MHz-km at 1300 nm.

C. Jacket:

1. Jacket Color: Aqua for 50/125-micrometer cable.
2. Cable cordage jacket, fiber, unit, and group color shall be according to TIA-598-C.
3. Imprinted with fiber count, fiber type, and aggregate length at regular intervals not to exceed 40 inches.

2.7 OPTICAL FIBER CABLE HARDWARE

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. 3M.
2. American Technology Systems Industries, Inc.
3. Belden CDT Networking Division/NORDX.
4. Berk-Tek Leviton; a Nexans/Leviton alliance.
5. Corning Cable Systems.
6. CSI Technologies Inc.
7. Dynacom Corporation.
8. Hubbell Premise Wiring.
9. Optical Cable Corporation.
10. Siemon Co. (The).

B. Cross-Connects and Patch Panels: Modular panels housing multiple-numbered, duplex cable connectors.

1. Number of Connectors per Field: One for each fiber of cable or cables assigned to field, plus spares and blank positions adequate to suit specified expansion criteria.

C. Patch Cords: Factory-made, dual-fiber cables in 48-inch lengths.

D. Cable Connecting Hardware:

1. Comply with Optical Fiber Connector Intermateability Standards (FOCIS) specifications of TIA-604-2-B, TIA-604-3-B, and TIA/EIA-604-12. Comply with TIA/EIA-568-B.3.
2. Quick-connect, simplex and duplex, Type SC/Type ST/Type LC/Type MT-RJ connectors. Insertion loss not more than 0.75 dB.

3. Type SFF connectors may be used in termination racks, panels, and equipment packages.

2.8 COAXIAL CABLE

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Alpha Wire.
2. Belden CDT Networking Division/NORDX.
3. Coleman Cable, Inc.
4. Draka USA.

B. Cable Characteristics: Broadband type, recommended by cable manufacturer specifically for broadband data transmission applications. Coaxial cable and accessories shall have 75-ohm nominal impedance with a return loss of 20 dB maximum from 7 to 806 MHz.

C. RG-11/U: NFPA 70, Type CATV.

1. No. 14 AWG, solid, copper-covered steel conductor.
2. Gas-injected, foam-PE insulation.
3. Double shielded with 100 percent aluminum polyester tape and 60 percent aluminum braid.
4. Jacketed with sunlight-resistant, black PVC or PE.
5. Suitable for outdoor installations in ambient temperatures ranging from minus 40 to plus 85 deg C.

D. RG59/U: NFPA 70, Type CATVR.

1. No. 20 AWG, solid, silver-plated, copper-covered steel conductor.
2. Gas-injected, foam-PE insulation.
3. Triple shielded with 100 percent aluminum polyester tape and 95 percent aluminum braid; covered by aluminum foil with grounding strip.
4. Color-coded PVC jacket.

E. RG-6/U: NFPA 70, Type CATV or CM.

1. No. 16 AWG, solid, copper-covered steel conductor; gas-injected, foam-PE insulation.
2. Double shielded with 100 percent aluminum-foil shield and 60 percent aluminum braid.
3. Jacketed with black PVC or PE.
4. Suitable for indoor installations.

F. RG59/U: NFPA 70, Type CATV.

1. No. 20 AWG, solid, copper-covered steel conductor; gas-injected, foam-PE insulation.
2. Double shielded with 100 percent aluminum polyester tape and 40 percent aluminum braid.
3. PVC jacket.

G. RG59/U (Plenum Rated): NFPA 70, Type CMP.

1. No. 20 AWG, solid, copper-covered steel conductor; foam fluorinated ethylene propylene insulation.
2. Double shielded with 100 percent aluminum-foil shield and 65 percent aluminum braid.
3. Copolymer jacket.

H. NFPA and UL compliance, listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 1655 and with NFPA 70 "Radio and Television Equipment" and "Community Antenna Television and Radio Distribution" Articles. Types are as follows:

1. CATV Cable: Type CATV, or CATVP or CATVR.
2. CATV Plenum Rated: Type CATVP, complying with NFPA 262.
3. CATV Riser Rated: Type CATVR; or CATVP, CATVR, or CATV, complying with UL 1666.
4. CATV Limited Rating: Type CATVX.

2.9 COAXIAL CABLE HARDWARE

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Emerson Network Power Connectivity Solutions.
2. Leviton Manufacturing Co., Inc.
3. Siemon Co. (The).

B. Coaxial-Cable Connectors: Type BNC, 75 ohms.

2.10 CONSOLIDATION POINTS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. American Technology Systems Industries, Inc.
2. Belden CDT Networking Division/NORDX.
3. Chatsworth Products, Inc.
4. Dynacom Corporation.
5. Hubbell Premise Wiring.
6. Panduit Corp.
7. Siemon Co. (The).

B. Description: Consolidation points shall comply with requirements for cable connecting hardware.

1. Number of Terminals per Field: One for each conductor in assigned cables.
2. Number of Connectors per Field:

   a. One for each four-pair UTP cable indicated.
   b. One for each four-pair conductor group of indicated cables, plus 25 percent spare positions.

3. Mounting: Recessed in ceiling/Wall.
4. NRTL listed as complying with UL 50 and UL 1863.
5. When installed in plenums used for environmental air, NRTL listed as complying with UL 2043.

2.11 MULTIUSER TELECOMMUNICATIONS OUTLET ASSEMBLY (MUTOA)

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Belden CDT Networking Division/NORDX.
2. Chatsworth Products, Inc.
3. Hubbell Premise Wiring.
4. Panduit Corp.
5. Siemon Co. (The).

B. Description: MUTOAs shall meet the requirements for cable connecting hardware.

1. Number of Terminals per Field: One for each conductor in assigned cables.
2. Number of Connectors per Field:

   a. One for each four-pair UTP cable indicated.
   b. One for each four-pair conductor group of indicated cables, plus 25 percent spare positions.

3. Mounting: Recessed in ceiling/Wall
4. NRTL listed as complying with UL 50 and UL 1863.
5. Label shall include maximum length of work area cords, based on TIA/EIA-568-B.1.
6. When installed in plenums used for environmental air, NRTL listed as complying with UL 2043.

2.12 TELECOMMUNICATIONS OUTLET/CONNECTORS

A. Jacks: 100-ohm, balanced, twisted-pair connector; four-pair, eight-position modular. Comply with TIA/EIA-568-B.1.

B. Workstation Outlets: Two/Four-port-connector assemblies mounted in single or multigang faceplate.

1. Plastic Faceplate: High-impact plastic. Coordinate color with Section 26 27 26 "Wiring Devices."
2. Metal Faceplate: Stainless steel, complying with requirements in Section 26 27 26 "Wiring Devices."
3. For use with snap-in jacks accommodating any combination of UTP, optical fiber, and coaxial work area cords.

   a. Flush mounting jacks, positioning the cord at a 45-degree angle.

4. Legend: Factory labeled by silk-screening or engraving for stainless steel.

5. Legend: Machine printed, in the field, using adhesive-tape label.
6. Legend: Snap-in, clear-label covers and machine-printed paper inserts.

2.13 GROUNDING

A. Comply with requirements in Section 27 05 26 "Grounding and Bonding for Communications Systems" for grounding conductors and connectors.

B. Comply with J-STD-607-A.

2.14 IDENTIFICATION PRODUCTS

A. Comply with TIA/EIA-606-A and UL 969 for labeling materials, including label stocks, laminating adhesives, and inks used by label printers.

B. Comply with requirements in Section 26 05 53 "Identification for Electrical Systems."

2.15 CABLE MANAGEMENT SYSTEM

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. iTRACS Corporation.
2. Telsoft Solutions.

B. Description: Computer-based cable management system, with integrated database and graphic capabilities.

C. Document physical characteristics by recording the network, TIA/EIA details, and connections between equipment and cable.

D. Information shall be presented in database view**,** schematic plans, or technical drawings.

1. Microsoft Visio Professional or AutoCAD drawing software shall be used as drawing and schematic plans software.

E. System shall interface with the following testing and recording devices:

1. Direct upload tests from circuit testing instrument into the personal computer.
2. Direct download circuit labeling into labeling printer.

2.16 SOURCE QUALITY CONTROL

A. Testing Agency: Enage a qualified testing agency to evaluate cables.

B. Factory test UTP and optical fiber cables on reels according to TIA/EIA-568-B.1.

C. Factory test UTP cables according to TIA/EIA-568-B.2.

D. Factory test multimode optical fiber cables according to TIA-526-14-A and TIA/EIA-568-B.3.

E. Factory-sweep test coaxial cables at frequencies from 5 MHz to 1 GHz. Sweep test shall test the frequency response, or attenuation over frequency, of a cable by generating a voltage whose frequency is varied through the specified frequency range and graphing the results.

F. Cable will be considered defective if it does not pass tests and inspections.

G. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 ENTRANCE FACILITIES

A. Coordinate backbone cabling with the protectors and demarcation point provided by communications service provider.

3.2 WIRING METHODS

A. Install cables in pathways and cable trays except within consoles, cabinets, desks, and counters and except in accessible ceiling spaces and in gypsum board partitions where unenclosed wiring method may be used. Conceal pathways and cables except in unfinished spaces.

1. Install plenum cable in environmental air spaces, including plenum ceilings.
2. Comply with requirements in Section 26 05 33 “Raceways and Boxes for Electrical Systems.”

B. Conceal conductors and cables in accessible ceilings, walls, and floors where possible.

C. Wiring within Enclosures:

1. Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii.
2. Install lacing bars and distribution spools.
3. Install conductors parallel with or at right angles to sides and back of enclosure.

3.3 INSTALLATION OF CABLES

A. Comply with NECA 1.

B. General Requirements for Cabling:

1. Comply with TIA/EIA-568-B.1.
2. Comply with BICSI ITSIM, Ch. 6, "Cable Termination Practices."
3. Install 110-style IDC termination hardware unless otherwise indicated.
4. MUTOA shall not be used as a cross-connect point.

5. Consolidation points may be used only for making a direct connection to telecommunications outlet/connectors:

    a. Do not use consolidation point as a cross-connect point, as a patch connection, or for direct connection to workstation equipment.
    b. Locate consolidation points for UTP at least 49 feet from communications equipment room.

6. Terminate conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, cross-connects, and patch panels.
7. Cables may not be spliced. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
8. Install lacing bars to restrain cables, to prevent straining connections, and to prevent bending cables to smaller radii than minimums recommended by manufacturer.
9. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIM, "Cabling Termination Practices" Chapter. Install lacing bars and distribution spools.
10. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
11. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used for heating.
12. In the communications equipment room, install a 10-foot-long service loop on each end of cable.
13. Pulling Cable: Comply with BICSI ITSIM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.

C. UTP Cable Installation:

1. Comply with TIA/EIA-568-B.2.
2. Do not untwist UTP cables more than 1/2 inch from the point of termination to maintain cable geometry.

D. Optical Fiber Cable Installation:

1. Comply with TIA/EIA-568-B.3.
2. Cable may be terminated on connecting hardware that is rack or cabinet mounted.

E. Open-Cable Installation:

1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
2. Suspend UTP cable not in a wireway or pathway a minimum of 8 inches above ceilings by cable supports not more than 60 inches apart.
3. Cable shall not be run through structural members or in contact with pipes, ducts, or other potentially damaging items.

F. Installation of Cable Routed Exposed under Raised Floors:

1. Install plenum-rated cable only.

2. Install cabling after the flooring system has been installed in raised floor areas.
3. Coil cable 6 feet long not less than 12 inches in diameter below each feed point.

G. Outdoor Coaxial Cable Installation:

1. Install outdoor connections in enclosures complying with NEMA 250, Type 4X. Install corrosion-resistant connectors with properly designed O-rings to keep out moisture.
2. Attach antenna lead-in cable to support structure at intervals not exceeding 36 inches.

H. Group connecting hardware for cables into separate logical fields.

I. Separation from EMI Sources:

1. Comply with BICSI TDMM and TIA-569-B for separating unshielded copper voice and data communication cable from potential EMI sources, including electrical power lines and equipment.
2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:

   a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 5 inches.
   b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 12 inches.
   c. Electrical Equipment Rating More Than 5 kVA: A minimum of 24 inches.

3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:

   a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 2-1/2 inches.
   b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 6 inches.
   c. Electrical Equipment Rating More Than 5 kVA: A minimum of 12 inches.

4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:

   a. Electrical Equipment Rating Less Than 2 kVA: No requirement.
   b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 3 inches.
   c. Electrical Equipment Rating More Than 5 kVA: A minimum of 6 inches.

5. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or HP and Larger: A minimum of 48 inches.
6. Separation between Communications Cables and Fluorescent Fixtures: A minimum of 5 inches.

3.4 FIRESTOPPING

A. Comply with requirements in Section 26 05 44 “Sleeves and Sleeve Seals for Electrical Raceways and Cabling.”

B. Comply with TIA-569-B, Annex A, "Firestopping."

C. Comply with BICSI TDMM, "Firestopping Systems" Article.

3.5 GROUNDING

A. Install grounding according to BICSI TDMM, "Grounding, Bonding, and Electrical Protection" Chapter.

B. Comply with J-STD-607-A.

C. Locate grounding bus bar to minimize the length of bonding conductors. Fasten to wall allowing at least 2-inch clearance behind the grounding bus bar. Connect grounding bus bar with a minimum No. 4 AWG grounding electrode conductor from grounding bus bar to suitable electrical building ground.

D. Bond metallic equipment to the grounding bus bar, using not smaller than No. 6 AWG equipment grounding conductor.

3.6 IDENTIFICATION

A. Identify system components, wiring, and cabling complying with TIA/EIA-606-A. Comply with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

1. Administration Class: 1/2/3/4.
2. Color-code cross-connect fields. Apply colors to voice and data service backboards, connections, covers, and labels.

B. Using cable management system software specified in Part 2, develop Cabling Administration Drawings for system identification, testing, and management. Use unique, alphanumeric designation for each cable and label cable, jacks, connectors, and terminals to which it connects with same designation. At completion, cable and asset management software shall reflect as-built conditions.

C. Comply with requirements in Section 09 91 23 "Interior Painting" for painting backboards. For fire-resistant plywood, do not paint over manufacturer's label.

D. Paint and label colors for equipment identification shall comply with TIA/EIA-606-A for Class 2/Class 3/Class 4 level of administration, including optional identification requirements of this standard.

E. Cable Schedule: Post in prominent location in each equipment room and wiring closet. List incoming and outgoing cables and their designations, origins, and destinations. Protect with rigid frame and clear plastic cover. Furnish an electronic copy of final comprehensive schedules for Project.

F. Cabling Administration Drawings: Show building floor plans with cabling administration-point labeling. Identify labeling convention and show labels for telecommunications closets, backbone pathways and cables, entrance pathways and cables, terminal hardware and positions, horizontal cables, work areas and workstation terminal positions, grounding buses and pathways, and equipment grounding conductors. Follow convention of TIA/EIA-606-A. Furnish electronic record of all drawings, in software and format selected by Owner.

G. Cable and Wire Identification:

1. Label each cable within 4 inches of each termination and tap, where it is accessible in a cabinet or junction or outlet box, and elsewhere as indicated.
2. Each wire connected to building-mounted devices is not required to be numbered at device if color of wire is consistent with associated wire connected and numbered within panel or cabinet.
3. Exposed Cables and Wire Troughs: Label each cable at intervals not exceeding 15 feet.
4. Label each terminal strip and screw terminal in each cabinet, rack, or panel.

    a. Individually number wiring conductors connected to terminal strips, and identify each cable or wiring group being extended from a panel or cabinet to a building-mounted device shall be identified with name and number of particular device as shown.
    b. Label each unit and field within distribution racks and frames.

5. Identification within Connector Fields in Equipment Rooms and Wiring Closets: Label each connector and each discrete unit of cable-terminating and connecting hardware. Where similar jacks and plugs are used for both voice and data communication cabling, use a different color for jacks and plugs of each service.
6. Uniquely identify and label work area cables extending from the MUTOA to the work area. These cables may not exceed the length stated on the MUTOA label.

H. Labels shall be preprinted or computer-printed type with printing area and font color that contrasts with cable jacket color but still complies with requirements in TIA/EIA-606-A.

1. Cables use flexible vinyl or polyester that flex as cables are bent.

3.7 FIELD QUALITY CONTROL

A. Testing Agency: Enage a qualified testing agency to perform tests and inspections.

B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

C. Perform the following tests and inspections with the assistance of a factory-authorized service representative:

1. Visually inspect UTP and optical fiber cable jacket materials for NRTL certification markings. Inspect cabling terminations in communications equipment rooms for compliance with color-coding for pin assignments, and inspect cabling connections for compliance with TIA/EIA-568-B.1.
2. Visually confirm Category 5e or Category 6, marking of outlets, cover plates, outlet/connectors, and patch panels.
3. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
4. Test UTP backbone copper cabling for DC loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination but not cross-connection.

a. Test instruments shall meet or exceed applicable requirements in TIA/EIA-568-B.2. Perform tests with a tester that complies with performance requirements in "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.

5. Optical Fiber Cable Tests:

a. Test instruments shall meet or exceed applicable requirements in TIA/EIA-568-B.1. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
b. Link End-to-End Attenuation Tests:

1) Horizontal and multimode backbone link measurements: Test at 850 or 1300 nm in 1 direction according to TIA-526-14-A, Method B, One Reference Jumper.
2) Attenuation test results for backbone links shall be less than 2.0 dB. Attenuation test results shall be less than that calculated according to equation in TIA/EIA-568-B.1.

6. UTP Performance Tests:

a. Test for each outlet and MUTOA. Perform the following tests according to TIA/EIA-568-B.1 and TIA/EIA-568-B.2:

1) Wire map.
2) Length (physical vs. electrical, and length requirements).
3) Insertion loss.
4) Near-end crosstalk (NEXT) loss.
5) Power sum near-end crosstalk (PSNEXT) loss.
6) Equal-level far-end crosstalk (ELFEXT).
7) Power sum equal-level far-end crosstalk (PSELFEXT).
8) Return loss.
9) Propagation delay.
10) Delay skew.

7. Optical Fiber Cable Performance Tests: Perform optical fiber end-to-end link tests according to TIA/EIA-568-B.1 and TIA/EIA-568-B.3.
8. Final Verification Tests: Perform verification tests for UTP and optical fiber systems after the complete communications cabling and workstation outlet/connectors are installed.

a. Voice Tests: These tests assume that dial tone service has been installed. Connect to the network interface device at the demarcation point. Go off-hook and listen and receive a dial tone. If a test number is available, make and receive a local, long distance, and digital subscription line telephone call.
b. Data Tests: These tests assume the Information Technology Staff has a network installed and is available to assist with testing. Connect to the network interface device at the demarcation point. Log onto the network to ensure proper connection to the network.

D. Document data for each measurement. Data for submittals shall be printed in a summary report that is formatted similar to Table 10.1 in BICSI TDMM, or transferred from the instrument to the computer, saved as text files, and printed and submitted.

E. End-to-end cabling will be considered defective if it does not pass tests and inspections.

F. Prepare test and inspection reports.

3.8 SOFTWARE SERVICE AGREEMENT

A. Technical Support: Beginning with Substantial Completion, provide software support for two years.

B. Upgrade Service: Update software to latest version at Project completion. Install and program software upgrades that become available within two years from date of Substantial Completion. Upgrading software shall include operating system. Upgrade shall include new or revised licenses for use of software.

1. Provide 30 days' notice to Owner to allow scheduling and access to system and to allow Owner to upgrade computer equipment if necessary.

3.9 DEMONSTRATION

A. Train Owner's maintenance personnel in cable-plant management operations, including changing signal pathways for different workstations, rerouting signals in failed cables, and keeping records of cabling assignments and revisions when extending wiring to establish new workstation outlets. Include training in cabling administration software.

END OF SECTION

SECTION 28 31 11

DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. System smoke detectors.
2. Air-sampling smoke detectors.
3. Nonsystem smoke detectors.
4. Heat detectors.
5. Notification appliances.
6. Device guards.
7. Firefighters' two-way telephone communication service.
8. Magnetic door holders.
9. Addressable interface device.
10. Digital alarm communicator transmitter.
11. Radio alarm transmitter.
12. Network communications.

1.3 DEFINITIONS

A. EMT: Electrical Metallic Tubing.

B. FACP: Fire Alarm Control Panel.

C. HLI: High Level Interface.

D. NICET: National Institute for Certification in Engineering Technologies.

E. PC: Personal computer.

F. VESDA: Very Early Smoke-Detection Apparatus.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product, including furnished options and accessories.

1. Include construction details, material descriptions, dimensions, profiles, and finishes.
2. Include rated capacities, operating characteristics, and electrical characteristics.

B. Shop Drawings: For fire-alarm system.

1. Comply with recommendations and requirements in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
2. Include plans, elevations, sections, details, and attachments to other work.
3. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
4. Detail assembly and support requirements.
5. Include voltage drop calculations for notification-appliance circuits.
6. Include battery-size calculations.
7. Include input/output matrix.
8. Include statement from manufacturer that all equipment and components have been tested as a system and meet all requirements in this Specification and in NFPA 72.
9. Include performance parameters and installation details for each detector.
10. Verify that each duct detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
11. Provide program report showing that air-sampling detector pipe layout balances pneumatically within the airflow range of the air-sampling detector.
12. Include plans, sections, and elevations of heating, ventilating, and air-conditioning ducts, drawn to scale; coordinate location of duct smoke detectors and access to them.

    a. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators.
    b. Show field wiring required for HVAC unit shutdown on alarm.
    c. Show field wiring and equipment required for HVAC unit shutdown on alarm and override by firefighters' control system.
13. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits and point-to-point wiring diagrams.

C. General Submittal Requirements:

1. Submittals shall be approved by authorities having jurisdiction prior to submitting them to Architect.
2. Shop Drawings shall be prepared by persons with the following qualifications:

    a. Trained and certified by manufacturer in fire-alarm system design.
    b. NICET-certified, fire-alarm technician; Level IV minimum.
    c. Licensed or certified by authorities having jurisdiction.

D. Delegated-Design Submittal: For notification appliances and smoke and heat detectors, in addition to submittals listed above, indicate compliance with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1. Drawings showing the location of each notification appliance and smoke and heat detector, ratings of each, and installation details as needed to comply with listing conditions of the device.
2. Design Calculations: Calculate requirements for selecting the spacing and sensitivity of detection, complying with NFPA 72. Calculate spacing and intensities for strobe signals and sound-pressure levels for audible appliances.
3. Indicate audible appliances required to produce square wave signal per NFPA 72.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Field quality-control reports.

1.6 Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For fire-alarm systems and components to include in emergency, operation, and maintenance manuals.

1. In addition to items specified in Section 01 31 00 "Project Management & Coordination," include the following and deliver copies to authorities having jurisdiction:

a. Comply with the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
b. Complete wiring diagrams showing connections between all devices and equipment. Each conductor shall be numbered at every junction point with indication of origination and termination points.
c. Riser diagram.
d. Device addresses.
e. Air-sampling system sample port locations and modeling program report showing layout meets performance criteria.
f. Record copy of site-specific software.
g. Provide "Inspection and Testing Form" according to the "Inspection, Testing and Maintenance" chapter in NFPA 72, and include the following:

1) Equipment tested.
2) Frequency of testing of installed components.
3) Frequency of inspection of installed components.
4) Requirements and recommendations related to results of maintenance.
5) Manufacturer's user training manuals.

h. Manufacturer's required maintenance related to system warranty requirements.
i. Abbreviated operating instructions for mounting at fire-alarm control unit and each annunciator unit.

B. Software and Firmware Operational Documentation:

1. Software operating and upgrade manuals.
2. Program Software Backup: On magnetic media or compact disk, complete with data files.
3. Device address list.
4. Printout of software application and graphic screens.

1.8 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Lamps for Remote Indicating Lamp Units: Quantity equal to 10 percent of amount installed, but no fewer than one unit.
2. Lamps for Strobe Units: Quantity equal to 10 percent of amount installed, but no fewer than one unit.
3. Smoke Detectors, Fire Detectors: Quantity equal to 10 percent of amount of each type installed, but no fewer than one unit of each type.
4. Detector Bases: Quantity equal to two percent of amount of each type installed, but no fewer than one unit of each type.
5. Keys and Tools: One extra set for access to locked or tamperproofed components.
6. Audible and Visual Notification Appliances: One of each type installed.
7. Fuses: Two of each type installed in the system. Provide in a box or cabinet with compartments marked with fuse types and sizes.
8. Filters for Air-Sampling Detectors: Quantity equal to two percent of amount of each type installed, but no fewer than one unit of each type.
9. Air-Sampling Fan: Quantity equal to one for every five detectors, but no fewer than one unit of each type.

1.9 QUALITY ASSURANCE

A. Installer Qualifications: Personnel shall be trained and certified by manufacturer for installation of units required for this Project.

B. Installer Qualifications: Installation shall be by personnel certified by NICET as fire-alarm Level IV technician.

C. NFPA Certification: Obtain certification according to NFPA 72 by an NRTL (nationally recognized testing laboratory).

D. NFPA Certification: Obtain certification according to NFPA 72 by a UL-listed alarm company.

E. NFPA Certification: Obtain certification according to NFPA 72 in the form of a placard by an FM Global-approved alarm company.

F. NFPA Certification: Obtain certification according to NFPA 72 by.

1.10 PROJECT CONDITIONS

A. Perform a full test of the existing system prior to starting work. Document any equipment or components not functioning as designed.

B. Interruption of Existing Fire-Alarm Service: Do not interrupt fire-alarm service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary guard service according to requirements indicated:

1. Notify Construction Manager no fewer than seven days in advance of proposed interruption of fire-alarm service.
2. Do not proceed with interruption of fire-alarm service without Construction Manager's written permission.

C. Use of Devices during Construction: Protect devices during construction unless devices are placed in service to protect the facility during construction.

1.11 SEQUENCING AND SCHEDULING

A. Existing Fire-Alarm Equipment: Maintain existing equipment fully operational until new devices have been tested and accepted. As new devices are installed, label it "NOT IN SERVICE" until it is accepted. Remove labels from new equipment when put into service, and label existing fire-alarm equipment "NOT IN SERVICE" until removed from the building.

B. Equipment Removal: After acceptance of new additions in existing alarm system, remove existing disconnected fire-alarm equipment and wiring.

1.12 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace fire-alarm system equipment and components that fail in materials or workmanship within specified warranty period.

1. Warranty Extent: All equipment and components not covered in the Maintenance Service Agreement.
2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Source Limitations for Fire-Alarm System and Components: Components shall be compatible with, and operate as an extension of, existing system. Provide system manufacturer's certification that all components provided have been tested as, and will operate as, a system.

B. Noncoded, UL-certified addressable system, with multiplexed signal transmission and [**voice**][**horn**]/strobe evacuation.

C. Automatic sensitivity control of certain smoke detectors.

D. All components provided shall be listed for use with the selected system.

E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 SYSTEMS OPERATIONAL DESCRIPTION

A. Fire-alarm signal initiation shall be by one or more of the following devices and systems:

1. Manual stations.
2. Heat detectors.
3. Flame detectors.
4. Smoke detectors.
5. Duct smoke detectors.
6. Air-sampling smoke-detection system (VESDA).
7. Carbon monoxide detectors.
8. Automatic sprinkler system water flow.
9. Preaction system.
10. Fire-extinguishing system operation.
11. Fire standpipe system.
12. Dry system pressure flow switch.
13. Fire pump running.

B. Fire-alarm signal shall initiate the following actions:

1. Continuously operate alarm notification appliances, including voice evacuation notices.
2. Identify alarm and specific initiating device at fire-alarm control unit, connected network control panels, off-premises network control panels, and remote annunciators.
3. Transmit an alarm signal to the remote alarm receiving station.
4. Unlock electric door locks in designated egress paths.
5. Release fire and smoke doors held open by magnetic door holders.
6. Activate voice/alarm communication system.
7. Switch heating, ventilating, and air-conditioning equipment controls to fire-alarm mode.
8. Activate smoke-control system (smoke management) at firefighters' smoke-control system panel.
9. Activate stairwell and elevator-shaft pressurization systems.
10. Close smoke dampers in air ducts of designated air-conditioning duct systems.
11. Activate preaction system.
12. Recall elevators to primary or alternate recall floors.
13. Activate elevator power shunt trip.
14. Activate emergency lighting control.
15. Activate emergency shutoffs for gas and fuel supplies.
16. Record events in the system memory.
17. Record events by the system printer.
18. Indicate device in alarm on the graphic annunciator.

C. Supervisory signal initiation shall be by one or more of the following devices and actions:

1. Valve supervisory switch.
2. High- or low-air-pressure switch of a dry-pipe or preaction sprinkler system.

3. Alert and Action signals of air-sampling detector system.
4. Elevator shunt-trip supervision.
5. Fire pump running.
6. Fire-pump loss of power.
7. Fire-pump power phase reversal.
8. Independent fire-detection and -suppression systems.
9. User disabling of zones or individual devices.
10. Loss of communication with any panel on the network.

D. System trouble signal initiation shall be by one or more of the following devices and actions:

1. Open circuits, shorts, and grounds in designated circuits.
2. Opening, tampering with, or removing alarm-initiating and supervisory signal-initiating devices.
3. Loss of communication with any addressable sensor, input module, relay, control module, remote annunciator, printer interface, or Ethernet module.
4. Loss of primary power at fire-alarm control unit.
5. Ground or a single break in internal circuits of fire-alarm control unit.
6. Abnormal ac voltage at fire-alarm control unit.
7. Break in standby battery circuitry.
8. Failure of battery charging.
9. Abnormal position of any switch at fire-alarm control unit or annunciator.
10. Voice signal amplifier failure.
11. Hose cabinet door open.

E. System Supervisory Signal Actions:

1. Initiate notification appliances.
2. Identify specific device initiating the event at fire-alarm control unit, connected network control panels, off-premises network control panels, and remote annunciators.
3. Record the event on system printer.
4. After a time delay of 200 seconds, transmit a trouble or supervisory signal to the remote alarm receiving station.
5. Transmit system status to building management system.
6. Display system status on graphic annunciator.

2.3 PREACTION SYSTEM

A. Initiate Presignal Alarm: This function shall cause an audible and visual alarm and indication to be provided at the FACP. Activation of an initiation device connected as part of a preaction system shall be annunciated at the FACP only, without activation of the general evacuation alarm.

2.4 SYSTEM SMOKE DETECTORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Faraday.

2. Fenwal Protection Systems; A UTC Fire & Security Company.
3. Fire-Lite Alarms, Inc.; a Honeywell International company.
4. Gamewell - FCI by Honeywell.
5. GE UTC Fire & Security; A United Technologies Company.
6. Gentex Corporation.
7. Keltron Corporation.
8. Mircom Technologies, Ltd.
9. Notifier.
10. Siemens Industry, Inc.; Fire Safety Division.
11. Silent Knight/Honeywell.
12. SimplexGrinnell LP.

B. General Requirements for System Smoke Detectors:

1. Comply with UL 268; operating at 24-V dc, nominal.
2. Detectors shall be four two-wire type to match exising.
3. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
4. Base Mounting: Detector and associated electronic components shall be mounted in a twist-lock module that connects to a fixed base. Provide terminals in the fixed base for connection to building wiring.
5. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
6. Integral Visual-Indicating Light: LED type, indicating detector has operated and power-on status.
7. Remote Control: Unless otherwise indicated, detectors shall be digital-addressable type, individually monitored at fire-alarm control unit for calibration, sensitivity, and alarm condition and individually adjustable for sensitivity by fire-alarm control unit.

    a. Rate-of-rise temperature characteristic of combination smoke- and heat-detection units shall be selectable at fire-alarm control unit for 15 or 20 deg F per minute.
    b. Fixed-temperature sensing characteristic of combination smoke- and heat-detection units shall be independent of rate-of-rise sensing and shall be settable at fire-alarm control unit to operate at 135 or 155 deg F.
    c. Multiple levels of detection sensitivity for each sensor.
    d. Sensitivity levels based on time of day.

C. Photoelectric Smoke Detectors:

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:

    a. Primary status.
    b. Device type.
    c. Present average value.
    d. Present sensitivity selected.
    e. Sensor range (normal, dirty, etc.).

D. Ionization Smoke Detector:

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:

    a. Primary status.
    b. Device type.
    c. Present average value.
    d. Present sensitivity selected.
    e. Sensor range (normal, dirty, etc.).

E. Duct Smoke Detectors: Photoelectric type complying with UL 268A.

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:

    a. Primary status.
    b. Device type.
    c. Present average value.
    d. Present sensitivity selected.
    e. Sensor range (normal, dirty, etc.).

3. Weatherproof Duct Housing Enclosure: NEMA 250, Type 4X; NRTL listed for use with the supplied detector for smoke detection in HVAC system ducts.
4. Each sensor shall have multiple levels of detection sensitivity.
5. Sampling Tubes: Design and dimensions as recommended by manufacturer for specific duct size, air velocity, and installation conditions where applied.
6. Relay Fan Shutdown: Fully programmable relay rated to interrupt fan motor-control circuit.

2.5 PROJECTED BEAM SMOKE DETECTORS

A. Projected Beam Light Source and Receiver: Designed to accommodate small angular movements and continue to operate and not cause nuisance alarms.

B. Detector Address: Accessible from fire-alarm control unit and able to identify the detector's location within the system and its sensitivity setting.

C. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:

1. Primary status.
2. Device type.
3. Present average value.
4. Present sensitivity selected.
5. Sensor range (normal, dirty, etc.).

2.6 CARBON MONOXIDE DETECTORS

A. General: Carbon monoxide detector listed for connection to fire-alarm system.

1. Mounting: Adapter plate for outlet box mounting.
2. Testable by introducing test carbon monoxide into the sensing cell.
3. Detector shall provide alarm contacts and trouble contacts.
4. Detector shall send trouble alarm when nearing end-of-life, power supply problems, or internal faults.
5. Comply with UL 2075.
6. Locate, mount, and wire according to manufacturer's written instructions.
7. Provide means for addressable connection to fire-alarm system.
8. Test button simulates an alarm condition.

2.7 MULTICRITERIA DETECTORS

A. Mounting: Twist-lock base interchangeable with smoke-detector bases.

B. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

C. Automatically adjusts its sensitivity by means of drift compensation and smoothing algorithms. The detector shall send trouble alarm if it is incapable of compensating for existing conditions.

D. Test button tests all sensors in the detector.

E. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:

1. Primary status.
2. Device type.
3. Present sensitivity selected.
4. Sensor range (normal, dirty, etc.).

F. Sensors: The detector shall be comprised of four sensing elements including a smoke sensor, a carbon monoxide sensor, an infrared sensor, and a heat sensor.

1. Smoke sensor shall be photoelectric type as described in "System Smoke Detectors" Article.
2. Carbon monoxide sensor shall be as described in "Carbon Monoxide Detectors" Article.
3. Heat sensor shall be as described in "Heat Detectors" Article.
4. Each sensor shall be separately listed according to requirements for its detector type.

2.8 HEAT DETECTORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Bosch Security Systems, Inc.
2. Faraday.

3. Fire-Lite Alarms, Inc.; a Honeywell International company.
4. Gamewell - FCI by Honeywell.
5. GE UTC Fire & Security; A United Technologies Company.
6. Gentex Corporation.
7. Harrington Signal, Inc.
8. Keltron Corporation.
9. Mircom Technologies, Ltd.
10. Notifier.
11. Siemens Industry, Inc.; Fire Safety Division.
12. Silent Knight.
13. SimplexGrinnell LP.
14. System Sensor.

B. General Requirements for Heat Detectors: Comply with UL 521.

1. Temperature sensors shall test for and communicate the sensitivity range of the device.

C. Heat Detector, Combination Type: Actuated by either a fixed temperature of 135 deg F or a rate of rise that exceeds 15 deg F per minute unless otherwise indicated.

1. Mounting: Twist-lock base interchangeable with smoke-detector bases.
2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

D. Heat Detector, Fixed-Temperature Type: Actuated by temperature that exceeds a fixed temperature of 190 deg F.

1. Mounting: Twist-lock base interchangeable with smoke-detector bases.
2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

E. Continuous Linear Heat-Detector System:

1. Detector Cable: Rated detection temperature 155 deg F. Listed for "regular" service and a standard environment. Cable includes two steel actuator wires twisted together with spring pressure, wrapped with protective tape, and finished with PVC outer sheath. Each actuator wire is insulated with heat-sensitive material that reacts with heat to allow the cable twist pressure to short circuit wires at the location of elevated temperature.
2. Control Unit: Two-zone or multizone unit as indicated. Provide same system power supply, supervision, and alarm features as specified for fire-alarm control unit.
3. Signals to Fire-Alarm Control Unit: Any type of local system trouble shall be reported to fire-alarm control unit as a composite "trouble" signal. Alarms on each detection zone shall be individually reported to central fire-alarm control unit as separately identified zones.
4. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

2.9 AIR-SAMPLING SMOKE DETECTOR

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Ansul Incorporated; Tyco International.
2. Fenwal Protection Systems; A UTC Fire & Security Company.
3. Fike Corporation.
4. Notifier.
5. Xtralis Pty Ltd.

B. General Description:

1. Air-sampling smoke detector shall be laser based using a piping system and a fan to transport the particles of combustion to the detector.
2. Provide two levels of alarm from each zone covered by the detector and two supervisory levels of alarm from each detector.
3. The air being sampled shall pass through filters to remove dust particulates greater than 20 microns before entering the detection chamber.
4. Detectors shall have the capability via RS 485 to connect up to 100 detectors in a network.
5. Detectors shall communicate with the fire-alarm control unit via addressable, monitored dry contact closures, RS 485, and interface modules. Provide a minimum of six relays, individually programmable remotely for any function.
6. Pipe airflow balancing calculations shall be performed using approved calculation software.

C. Detector:

1. Detector, Filter, Aspirator, and Relays: Housed in a mounting box and arranged in such a way that air is drawn from the detection area and a sample passed through the dual-stage filter and detector by the aspirator.
2. Obscuration Sensitivity Range: [**0.005 - 6 percent obs/ft.**] <**Insert range**>.
3. Four independent, field-programmable, smoke-alarm thresholds per sensor pipe and a programmable scan time delay. The threshold set points shall be programmable.

   a. The four alarm thresholds may be used as follows:

      1) Alarm Level 1 (Alert): Activate a visual and an audible supervisory alarm.
      2) Alarm Level 2 (Action): Activate shutdown of electrical/HVAC equipment and activate a visual and an audible supervisory alarm.
      3) Alarm Level 3 (Fire 1): Activate building alarm systems and initiate call to fire response unit.
      4) Alarm Level 4 (Fire 2): Activate suppression system or other countermeasures.

   b. Final Detection System Settings: Approved by [**Architect**] [**Owner**].
   c. Initial Detection Alarm Settings:

      1) Alarm Level 1 (Alert): 0.08 percent obs/ft..
      2) Alarm Level 2 (Action): 1.0 percent obs/ft..

3) Alarm Level 3 (Fire 1): 2.0 percent obs/ft..
4) Alarm Level 4 (Fire 2): 4.0 percent obs/ft..

4. Power Supply:

   a. Regulated 24-V dc, monitored by the fire-alarm control unit, with battery backup.
   b. Battery backup shall provide 24 hours' standby, followed by 30 minutes at maximum connected load.

5. Detector shall also transmit the following faults:

   a. Detector.
   b. Airflow.
   c. Filter.
   d. System.
   e. Zone.
   f. Network.
   g. Power.

6. Provide four in-line sample pipe inlets that shall contain a flow sensor for each pipe inlet. The detector shall be capable of identifying the pipe from which smoke was detected.
7. Aspirator: Air pump capable of allowing for multiple sampling pipe runs up to 650 feet in total, (four pipe runs per detector) with a transport time of less than 120 seconds from the farthest sample port.
8. Air-Sampling Flow Rates Outside Manufacturer's Specified Range: Result in a trouble alarm.
9. Provide software-programmable relays rated at 2 A at 30-V dc for alarm and fault conditions.
10. Provide built-in event and smoke logging; store smoke levels, alarm conditions, operator actions, and faults with date and time of each event. Each detector (zone) shall be capable of storing up to 18,000 events.
11. Urgent and Minor Faults. Minor faults shall be designated as trouble alarms. Urgent faults, which indicate the unit may not be able to detect smoke, shall be designated as supervisory alarms.

D. Displays:

1. Include display module within each detector.
2. Each display shall provide the following features at a minimum:

   a. A bar-graph display.
   b. Four independent, high-intensity alarm indicators (Alert, Action, Fire 1, and Fire 2), corresponding to the four alarm thresholds of the indicated sector.
   c. Alarm threshold indicators for Alert, Action, and Fire 1.
   d. LED indication that the first alarm sector is established.
   e. Detector fault and airflow fault indicators.
   f. LED indicators shall be provided for faults originating in the particular zone (Zone Fault), faults produced by the overall smoke-detection system, and faults resulting from network wiring errors (Network Fault).
   g. Minor and urgent LED fault indicators.

E. Sampling Tubes:

1. Smooth bore with a nominal 1-inch OD and a 7/8-inch ID. Sampling pipe with between 5/8- and 1-inch ID can be used in specifically approved locations when recommended by manufacturer.
2. Pipe Material: CPVC and complying with UL 1887, "Safety Fire Test of Plastic Sprinkler Pipe for Visible Flame and Smoke Characteristics."
3. Joints in the sampling pipe shall be airtight. Use solvent cement approved by the pipe manufacturer on all joints except at entry to the detector.
4. Identify piping with labels reading: "Aspirating Smoke Detector Pipe - Do Not Paint or Disturb" along its entire length at regular intervals according to NFPA 72.
5. Support pipes at not more than 60-inch centers.
6. Fit end of each trunk or branch pipe with an end cap and drilled with a hole appropriately sized to achieve the performance as specified and as calculated by the system design.

F. Sampling Holes:

1. Sampling holes of 5/64 inch, or other sized holes per manufacturer's written instructions, shall be separated by not more than the maximum distance allowable for conventional smoke detectors. Intervals may vary according to calculations.
2. Follow manufacturer's written recommendations to determine the number and spacing of sampling points and the distance from sampling points to ceiling or roof structure and to forced ventilation systems.
3. Each sampling point shall be identified by an applied decal.

2.10 NOTIFICATION APPLIANCES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Federal Signal Corporation.
2. GE UTC Fire & Security; A United Technologies Company.
3. Keltron Corporation.
4. Mircom Technologies, Ltd.
5. Siemens Industry, Inc.; Fire Safety Division.
6. SimplexGrinnell LP.
7. Wheelock; a brand of Eaton.

B. General Requirements for Notification Appliances: Individually addressed, connected to a signaling-line circuit, equipped for mounting as indicated, and with screw terminals for system connections.

C. General Requirements for Notification Appliances: Connected to notification-appliance signal circuits, zoned as indicated, equipped for mounting as indicated, and with screw terminals for system connections.

1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly, equipped for mounting as indicated, and with screw terminals for system connections.

D. Chimes, Low-Level Output: Vibrating type, 75-dBA minimum rated output.

E. Chimes, High-Level Output: Vibrating type, 81-dBA minimum rated output.

F. Horns: Electric-vibrating-polarized type, 24-V dc; with provision for housing the operating mechanism behind a grille. Comply with UL 464. Horns shall produce a sound-pressure level of 90 dBA, measured 10 feet from the horn, using the coded signal prescribed in UL 464 test protocol.

G. Visible Notification Appliances: Xenon strobe lights complying with UL 1971, with clear or nominal white polycarbonate lens mounted on an aluminum faceplate. The word "FIRE" is engraved in minimum 1-inch-high letters on the lens.

1. Rated Light Output:

a. 15/30/75/110 cd, selectable in the field.

2. Mounting: Wall mounted unless otherwise indicated.
3. For units with guards to prevent physical damage, light output ratings shall be determined with guards in place.
4. Flashing shall be in a temporal pattern, synchronized with other units.
5. Strobe Leads: Factory connected to screw terminals.
6. Mounting Faceplate: Factory finished, red.

H. Voice/Tone Notification Appliances:

1. Comply with UL 1480.
2. Speakers for Voice Notification: Locate speakers for voice notification to provide the intelligibility requirements of the "Notification Appliances" and "Emergency Communications Systems" chapters in NFPA 72.
3. High-Range Units: Rated 2 to 15 W.
4. Low-Range Units: Rated 1 to 2 W.
5. Mounting: Flush /semirecessed or surface mounted and bidirectional.
6. Matching Transformers: Tap range matched to acoustical environment of speaker location.

I. Exit Marking Audible Notification Appliance:

1. Exit marking audible notification appliances shall meet the audibility requirements in NFPA 72.
2. Provide exit marking audible notification appliances at the entrance to all building exits.
3. Provide exit marking audible notification appliances at the entrance to areas of refuge with audible signals distinct from those used for building exit marking.

2.11 FIREFIGHTERS' TWO-WAY TELEPHONE COMMUNICATION SERVICE

A. Dedicated, two-way, supervised, telephone voice communication links between fire-alarm control unit, the fire command center, and remote firefighters' telephone stations. Supervised telephone lines shall be connected to talk circuits by controls in a control module. Provide the following:

1. Common-talk type for firefighter use only.
2. Selective-talk type for use by firefighters and fire wardens.
3. Controls to disconnect phones from talk circuits if too many phones are in use simultaneously. An indicator lamp shall flash if a phone is disconnected from the talk circuits.
4. Addressable firefighters' phone modules to monitor and control a loop of firefighter phones. Module shall be capable of differentiating between normal, off-hook, and trouble conditions.
5. Audible Pulse and Tone Generator, and High-Intensity Lamp: When a remote telephone is taken off the hook, it causes an audible signal to sound and a high-intensity lamp to flash at the fire command center.
6. Selector panel controls to provide for simultaneous operation of up to six telephones in selected zones. Indicate ground faults and open or shorted telephone lines on the panel front by individual LEDs.
7. Display: digital to indicate location of caller.
8. Remote Telephone Cabinet: Flush- or surface-mounted cabinet as indicated, factory-standard red finish, with handset.

    a. Install one-piece handset to cabinet with vandal-resistant armored cord. Silk-screened or engraved label on cabinet door, designating "Fire Warden Phone" or "Fire Emergency Phone."
    b. With "break-glass" type door access lock.

9. Remote Telephone Jack Stations: Single-gang, stainless-steel-plate mounted plug, engraved "Fire Warden Phone" or "Fire Emergency Phone."
10. Handsets: push-to-talk-type sets with noise-canceling microphone stored in a cabinet adjacent to fire-alarm control unit in the fire command center.

2.12 FIREFIGHTERS' SMOKE-CONTROL SYSTEM

A. Initiate Smoke-Management Sequence of Operation:

1. Comply with sequence of operation as described in Section 23 09 93.11 "Sequence of Operations for HVAC DDC."
2. Fire-alarm system shall provide all interfaces and control points required to properly activate smoke-management systems.
3. First fire-alarm system initiating device to go into alarm condition shall activate the smoke-control functions.
4. Subsequent devices going into alarm condition shall have no effect on the smoke-control mode.

B. Addressable Relay Modules:

1. Provide address-setting means on the module. Store an internal identifying code for control panel use to identify the module type.
2. Allow the control panel to switch the relay contacts on command.
3. Have a minimum of two normally open and two normally closed contacts available for field wiring.
4. Listed for controlling HVAC fan motor controllers.

2.13 ADDRESSABLE INTERFACE DEVICE

A. General:

1. Include address-setting means on the module.
2. Store an internal identifying code for control panel use to identify the module type.
3. Listed for controlling HVAC fan motor controllers.

B. Monitor Module: Microelectronic module providing a system address for alarm-initiating devices for wired applications with normally open contacts.

C. Integral Relay: Capable of providing a direct signal to elevator controller to initiate elevator recall and to circuit-breaker shunt trip for power shutdown.

1. Allow the control panel to switch the relay contacts on command.
2. Have a minimum of two normally open and two normally closed contacts available for field wiring.

D. Control Module:

1. Operate notification devices.
2. Operate solenoids for use in sprinkler service.

2.14 DIGITAL ALARM COMMUNICATOR TRANSMITTER

A. Digital alarm communicator transmitter shall be acceptable to the remote central station and shall comply with UL 632.

B. Functional Performance: Unit shall receive an alarm, supervisory, or trouble signal from fire-alarm control unit and automatically capture two telephone line(s) and dial a preset number for a remote central station. When contact is made with central station(s), signals shall be transmitted. If service on either line is interrupted for longer than 45 seconds, transmitter shall initiate a local trouble signal and transmit the signal indicating loss of telephone line to the remote alarm receiving station over the remaining line. Transmitter shall automatically report telephone service restoration to the central station. If service is lost on both telephone lines, transmitter shall initiate the local trouble signal.

C. Local functions and display at the digital alarm communicator transmitter shall include the following:

1. Verification that both telephone lines are available.
2. Programming device.
3. LED display.
4. Manual test report function and manual transmission clear indication.
5. Communications failure with the central station or fire-alarm control unit.

D. Digital data transmission shall include the following:

1. Address of the alarm-initiating device.
2. Address of the supervisory signal.

3. Address of the trouble-initiating device.
4. Loss of ac supply.
5. Loss of power.
6. Low battery.
7. Abnormal test signal.
8. Communication bus failure.

E. Secondary Power: Integral rechargeable battery and automatic charger.

F. Self-Test: Conducted automatically every 24 hours with report transmitted to central station.

2.15 NETWORK COMMUNICATIONS

A. Provide network communications for fire-alarm system according to fire-alarm manufacturer's written requirements.

B. Provide network communications pathway per manufacturer's written requirements and requirements in NFPA 72 and NFPA 70.

C. Provide integration gateway using BACnet Modbus for connection to building automation system.

2.16 SYSTEM PRINTER

A. Printer shall be listed and labeled as an integral part of fire-alarm system.

2.17 DEVICE GUARDS

A. Description: Welded wire mesh of size and shape for the manual station, smoke detector, gong, or other device requiring protection.

1. Factory fabricated and furnished by device manufacturer.
2. Finish: Paint of color to match the protected device.

PART 3 - EXECUTION

3.1 ALARM CONTROL UNIT

A. Existing Manufacturer: Silent Knight.
1. Provide the following items including any parts required to make the existing Fire Alarm System functional in accordance with NFPA 72 and Local Authority having jurisdiction (AHJ). The above task shall extend to providing new Compatible Addressable Fire Alarm System.

B. General Requirements for Fire-Alarm Control Unit:

1. Field-programmable, microprocessor-based, modular, power-limited design with electronic modules, complying with UL 864.

    a. System software and programs shall be held in nonvolatile flash, electrically erasable, programmable, read-only memory, retaining the information through failure of primary and secondary power supplies.
    b. Include a real-time clock for time annotation of events on the event recorder and printer.
    c. Provide communication between the FACP and remote circuit interface panels, annunciators, and displays.
    d. The FACP shall be listed for connection to a central-station signaling system service.
    e. Provide nonvolatile memory for system database, logic, and operating system and event history. The system shall require no manual input to initialize in the event of a complete power down condition. The FACP shall provide a minimum 500-event history log.

2. Addressable Initiation Device Circuits: The FACP shall indicate which communication zones have been silenced and shall provide selective silencing of alarm notification appliance by building communication zone.
3. Addressable Control Circuits for Operation of Notification Appliances and Mechanical Equipment: The FACP shall be listed for releasing service.

C. Alphanumeric Display and System Controls: Arranged for interface between human operator at fire-alarm control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.

D. Alphanumeric Display and System Controls: Arranged for interface between human operator at fire-alarm control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.

E. Initiating-Device, Notification-Appliance, and Signaling-Line Circuits:

1. Pathway Class Designations: NFPA 72, Class A.
2. Pathway Survivability: Level 1.
3. Install no more than 100 Insert number addressable devices on each signaling-line circuit.
4. Serial Interfaces:

    a. One dedicated RS 485 port for central-station operation using point ID DACT.
    b. One RS 485 port for remote annunciators, Ethernet module, or multi-interface module (printer port).
    c. One RS 232 port for PC configuration.
    d. One RS 232 port for VESDA HLI connection.
    e. One RS 232 port for voice evacuation interface.

F. Stairwell and Elevator Shaft Pressurization: Provide an output signal using an addressable relay to start the stairwell and elevator shaft pressurization system. Signal shall remain on until alarm conditions are cleared and fire-alarm system is reset. Signal shall not stop in response to alarm acknowledge or signal silence commands.

1. Pressurization starts when any alarm is received at fire-alarm control unit.
2. Alarm signals from smoke detectors at pressurization air supplies have a higher priority than other alarm signals that start the system.

G. Smoke-Alarm Verification:

1. Initiate audible and visible indication of an "alarm-verification" signal at fire-alarm control unit.
2. Activate an approved "alarm-verification" sequence at fire-alarm control unit and detector.
3. Record events by the system printer.
4. Sound general alarm if the alarm is verified.
5. Cancel fire-alarm control unit indication and system reset if the alarm is not verified.

H. Notification-Appliance Circuit:

1. Audible appliances shall sound in a three-pulse temporal pattern, as defined in NFPA 72.
2. Where notification appliances provide signals to sleeping areas, the alarm signal shall be a 520-Hz square wave with an intensity 15 dB above the average ambient sound level or 5 dB above the maximum sound level, or at least 75 dBA, whichever is greater, measured at the pillow.
3. Visual alarm appliances shall flash in synchronization where multiple appliances are in the same field of view, as defined in NFPA 72.

I. Elevator Recall:

1. Elevator recall shall be initiated only by one of the following alarm-initiating devices:

   a. Elevator lobby detectors except the lobby detector on the designated floor.
   b. Smoke detector in elevator machine room.
   c. Smoke detectors in elevator hoistway.

2. Elevator controller shall be programmed to move the cars to the alternate recall floor if lobby detectors located on the designated recall floors are activated.
3. Water-flow alarm connected to sprinkler in an elevator shaft and elevator machine room shall shut down elevators associated with the location without time delay.

   a. Water-flow switch associated with the sprinkler in the elevator pit may have a delay to allow elevators to move to the designated floor.

J. Door Controls: Door hold-open devices that are controlled by smoke detectors at doors in smoke-barrier walls shall be connected to fire-alarm system.

K. Remote Smoke-Detector Sensitivity Adjustment: Controls shall select specific addressable smoke detectors for adjustment, display their current status and sensitivity settings, and change those settings. Allow controls to be used to program repetitive, time-scheduled, and automated changes in sensitivity of specific detector groups. Record sensitivity adjustments and sensitivity-adjustment schedule changes in system memory, and print out the final adjusted values on system printer.

L. Transmission to Remote Alarm Receiving Station: Automatically transmit alarm, supervisory, and trouble signals to a remote alarm station.

M. Voice/Alarm Signaling Service: Central emergency communication system with redundant microphones, preamplifiers, amplifiers, and tone generators provided in a separate cabinet located in the fire command center.

1. Indicate number of alarm channels for automatic, simultaneous transmission of different announcements to different zones or for manual transmission of announcements by use of the central-control microphone. Amplifiers shall comply with UL 1711.

a. Allow the application of, and evacuation signal to, indicated number of zones and, at the same time, allow voice paging to the other zones selectively or in any combination.
b. Programmable tone and message sequence selection.
c. Standard digitally recorded messages for "Evacuation" and "All Clear."
d. Generate tones to be sequenced with audio messages of type recommended by NFPA 72 and that are compatible with tone patterns of notification-appliance circuits of fire-alarm control unit.

2. Status Annunciator: Indicate the status of various voice/alarm speaker zones and the status of firefighters' two-way telephone communication zones.
3. Preamplifiers, amplifiers, and tone generators shall automatically transfer to backup units, on primary equipment failure.

N. Printout of Events: On receipt of signal, print alarm, supervisory, and trouble events. Identify zone, device, and function. Include type of signal (alarm, supervisory, or trouble) and date and time of occurrence. Differentiate alarm signals from all other printed indications. Also print system reset event, including same information for device, location, date, and time. Commands initiate the printing of a list of existing alarm, supervisory, and trouble conditions in the system and a historical log of events.

O. Primary Power: 24-V dc obtained from 120-V ac service and a power-supply module. Initiating devices, notification appliances, signaling lines, trouble signals, supervisory and digital alarm communicator transmitters and digital alarm radio transmitters shall be powered by 24-V dc source.

1. Alarm current draw of entire fire-alarm system shall not exceed 80 percent of the power-supply module rating.

P. Secondary Power: 24-V dc supply system with batteries, automatic battery charger, and automatic transfer switch.

1. Batteries: Sealed lead calcium /Sealed, valve-regulated, recombinant lead acid. To match existing.

Q. Instructions: Computer printout or typewritten instruction card mounted behind a plastic or glass cover in a stainless-steel or aluminum frame. Include interpretation and describe appropriate response for displays and signals. Briefly describe the functional operation of the system under normal, alarm, and trouble conditions.

3.2 EXAMINATION

A. Examine areas and conditions for compliance with requirements for ventilation, temperature, humidity, and other conditions affecting performance of the Work.

1. Verify that manufacturer's written instructions for environmental conditions have been permanently established in spaces where equipment and wiring are installed, before installation begins.

B. Examine roughing-in for electrical connections to verify actual locations of connections before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 EQUIPMENT INSTALLATION

A. Comply with NFPA 72, NFPA 101, and requirements of authorities having jurisdiction for installation and testing of fire-alarm equipment. Install all electrical wiring to comply with requirements in NFPA 70 including, but not limited to, Article 760, "Fire Alarm Systems."

1. Devices placed in service before all other trades have completed cleanup shall be replaced.
2. Devices installed but not yet placed in service shall be protected from construction dust, debris, dirt, moisture, and damage according to manufacturer's written storage instructions.

B. Connecting to Existing Equipment: Verify that existing fire-alarm system is operational before making changes or connections.

1. Connect new equipment to existing control panel in existing part of the building.
2. Connect new equipment to existing monitoring equipment at the supervising station.
3. Expand, modify, and supplement existing [**control**] [**monitoring**] equipment as necessary to extend existing [**control**] [**monitoring**] functions to the new points. New components shall be capable of merging with existing configuration without degrading the performance of either system.

C. Equipment Mounting: Install fire-alarm control unit on concrete base. Comply with requirements for concrete base.

1. Install seismic bracing. Comply with requirements in Section 27 05 48.16 "Seismic Controls for Communications Systems."
2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
3. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
4. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
5. Install anchor bolts to elevations required for proper attachment to supported equipment.

D. Equipment Mounting: Install fire-alarm control unit on finished floor.

1. Comply with requirements for seismic-restraint devices specified in Section 27 05 48.16 "Seismic Controls for Communications Systems."

E. Install wall-mounted equipment, with tops of cabinets not more than 78 inches above the finished floor.

1. Comply with requirements for seismic-restraint devices specified in Section 27 05 48.16 "Seismic Controls for Communications Systems."

F. Smoke- or Heat-Detector Spacing:

1. Comply with the "Smoke-Sensing Fire Detectors" section in the "Initiating Devices" chapter in NFPA 72, for smoke-detector spacing.
2. Comply with the "Heat-Sensing Fire Detectors" section in the "Initiating Devices" chapter in NFPA 72, for heat-detector spacing.
3. Smooth ceiling spacing shall not exceed 30 feet.
4. Spacing of detectors for irregular areas, for irregular ceiling construction, and for high ceiling areas shall be determined according to Annex A or Annex B in NFPA 72.
5. HVAC: Locate detectors not closer than [**36 inches**] [**60 inches**] from air-supply diffuser or return-air opening.
6. Lighting Fixtures: Locate detectors not closer than 12 inches from any part of a lighting fixture and not directly above pendant mounted or indirect lighting.

G. Install a cover on each smoke detector that is not placed in service during construction. Cover shall remain in place except during system testing. Remove cover prior to system turnover.

H. Duct Smoke Detectors: Comply with NFPA 72 and NFPA 90A. Install sampling tubes so they extend the full width of duct. Tubes more than 36 inches long shall be supported at both ends.

1. Do not install smoke detector in duct smoke-detector housing during construction. Install detector only during system testing and prior to system turnover.

I. Air-Sampling Smoke Detectors: If using multiple pipe runs, the runs shall be pneumatically balanced.

J. Elevator Shafts: Coordinate temperature rating and location with sprinkler rating and location. Do not install smoke detectors in sprinklered elevator shafts.

K. Single-Station Smoke Detectors: Where more than one smoke alarm is installed within a dwelling or suite, they shall be connected so that the operation of any smoke alarm causes the alarm in all smoke alarms to sound.

L. Remote Status and Alarm Indicators: Install in a visible location near each smoke detector, sprinkler water-flow switch, and valve-tamper switch that is not readily visible from normal viewing position.

M. Audible Alarm-Indicating Devices: Install not less than 6 inches below the ceiling. Install bells and horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille. Install all devices at the same height unless otherwise indicated.

N. Visible Alarm-Indicating Devices: Install adjacent to each alarm bell or alarm horn and at least 6 inches below the ceiling. Install all devices at the same height unless otherwise indicated.

O. Device Location-Indicating Lights: Locate in public space near the device they monitor.

P. Antenna for Radio Alarm Transmitter: Mount to building structure where indicated. Use mounting arrangement and substrate connection that resists 100-mph wind load with a gust factor of 1.3 without damage.

3.4 PATHWAYS

A. Pathways above recessed ceilings and in nonaccessible locations may be installed in EMT.

1. Exposed pathways located less than 96 inches above the floor shall be installed in GRC.

B. Concealed Pathways shall be installed in GRC.

C. Exposed GRC shall be painted red enamel.

3.5 CONNECTIONS

A. For fire-protection systems related to doors in fire-rated walls and partitions and to doors in smoke partitions. Connect hardware and devices to fire-alarm system.

1. Verify that hardware and devices are listed for use with installed fire-alarm system before making connections.

B. Make addressable connections with a supervised interface device to the following devices and systems. Install the interface device less than 36 inches from the device controlled. Make an addressable confirmation connection when such feedback is available at the device or system being controlled.

1. Alarm-initiating connection to smoke-control system (smoke management) at firefighters' smoke-control system panel.
2. Alarm-initiating connection to stairwell and elevator-shaft pressurization systems.
3. Smoke dampers in air ducts of designated HVAC duct systems.
4. Magnetically held-open doors.
5. Electronically locked doors and access gates.
6. Alarm-initiating connection to elevator recall system and components.
7. Alarm-initiating connection to activate emergency lighting control.
8. Alarm-initiating connection to activate emergency shutoffs for gas and fuel supplies.
9. Supervisory connections at valve supervisory switches.
10. Supervisory connections at low-air-pressure switch of each dry-pipe sprinkler system.
11. Supervisory connections at elevator shunt-trip breaker.
12. Data communication circuits for connection to building management system.
13. Data communication circuits for connection to mass notification system.
14. Supervisory connections at fire-extinguisher locations.
15. Supervisory connections at fire-pump power failure including a dead-phase or phase-reversal condition.

16. Supervisory connections at fire-pump engine control panel.

3.6 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 26 05 53 "Identification for Communications Systems."

B. Install framed instructions in a location visible from fire-alarm control unit.

3.7 GROUNDING

A. Ground fire-alarm control unit and associated circuits; comply with IEEE 1100. Install a ground wire from main service ground to fire-alarm control unit.

B. Ground shielded cables at the control panel location only. Insulate shield at device location.

3.8 FIELD QUALITY CONTROL

A. Field tests shall be witnessed by authorities having jurisdiction and document as reported, to be forwarded to the Architect.

B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

C. Perform tests and inspections.

D. Perform the following tests and inspections with the assistance of a factory-authorized service representative:

1. Visual Inspection: Conduct visual inspection prior to testing.

    a. Inspection shall be based on completed record Drawings and system documentation that is required by the "Completion Documents, Preparation" table in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
    b. Comply with the "Visual Inspection Frequencies" table in the "Inspection" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72; retain the "Initial/Reacceptance" column and list only the installed components.

2. System Testing: Comply with the "Test Methods" table in the "Testing" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
3. Test audible appliances for the public operating mode according to manufacturer's written instructions. Perform the test using a portable sound-level meter complying with Type 2 requirements in ANSI S1.4.
4. Test audible appliances for the private operating mode according to manufacturer's written instructions.
5. Test visible appliances for the public operating mode according to manufacturer's written instructions.
6. Factory-authorized service representative shall prepare the "Fire Alarm System Record of Completion" in the "Documentation" section of the "Fundamentals" chapter in NFPA 72

and the "Inspection and Testing Form" in the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.

E. Reacceptance Testing: Perform reacceptance testing to verify the proper operation of added or replaced devices and appliances.

F. Fire-alarm system will be considered defective if it does not pass tests and inspections.

G. Prepare test and inspection reports.

H. Maintenance Test and Inspection: Perform tests and inspections listed for weekly, monthly, quarterly, and semiannual periods. Use forms developed for initial tests and inspections.

I. Annual Test and Inspection: One year after date of Substantial Completion, test fire-alarm system complying with visual and testing inspection requirements in NFPA 72. Use forms developed for initial tests and inspections.

3.9 MAINTENANCE SERVICE

A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of manufacturer's designated service organization. Include preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.

1. Include visual inspections according to the "Visual Inspection Frequencies" table in the "Testing" paragraph of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
2. Perform tests in the "Test Methods" table in the "Testing" paragraph of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
3. Perform tests per the "Testing Frequencies" table in the "Testing" paragraph of the "Inspection, Testing and Maintenance" chapter in NFPA 72.

3.10 SOFTWARE SERVICE AGREEMENT

A. Comply with UL 864.

B. Technical Support: Beginning at Substantial Completion, service agreement shall include software support for two years.

C. Upgrade Service: At Substantial Completion, update software to latest version. Install and program software upgrades that become available within two years from date of Substantial Completion. Upgrading software shall include operating system and new or revised licenses for using software.

1. Upgrade Notice: At least 30 days to allow Owner to schedule access to system and to upgrade computer equipment if necessary.

3.11 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain fire-alarm system.

END OF SECTION

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