
**NCC VOCATIONAL TECHNICAL SCHOOL
DISTRICT**

**RENOVATIONS TO HOWARD HIGH
SCHOOL OF TECHNOLOGY**

BID PACKAGE 'E'
Gym AC 1972 Building



November 2, 2016

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END OF SECTION

SECTION 001113 ADVERTISEMENT FOR BID

Receipt of Bids

Public notice is hereby given that sealed bids for the following prime contract will be received for the Renovations to the Howard High School of Technology. Bids will be received at the **NCC Vocational Technical School District 1417 Newport Road, Wilmington, Delaware 19804 until 2:00 PM local time on Tuesday, December 13, 2016**, at which time they will be publicly opened and read aloud. *Bids will not be accepted at the offices of EDiS. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.* The time and location of the bid opening may be extended with a minimum of 2 calendar days notice to the Bidders.

Contract: HHS-01 Gym AC 1972 Building

Bidding Document

Documents may be viewed and downloaded at EDiS' FTP site on or after Thursday, November 17, 2016. Bidders requesting the log on information may obtain user name and password permission by contacting Jackie McKee with EDiS Company at jmckee@ediscompany.com. Each contractor will be required to provide the following information prior to receiving the log on information: company name, contact name, email address, phone number, fax number and postal mailing address.

It is the responsibility of each bidder to review and coordinate all Project Documents. This includes plans, specifications and addendums. Documents may be examined on the State of Delaware Online Bid Solicitation Directory, bids.delaware.gov, or at the office of the Construction Manager, EDIS Company, 110 S. Poplar Street, Suite 400, Wilmington, Delaware 19801.

Bid Security

A bid security in the amount of 10% of the bid including all alternates, plus a consent of surety must accompany each bid. Bid Security shall specify the Owner: NCC Vocational Technical School District 1417 Newport Road, Wilmington, Delaware 19804.

Pre-Bid Meeting

A pre-bid meeting will be held at **Howard High School, 401 East 12th Street Wilmington, Delaware 19801 on Monday, November 21, 2016 at 3:30 PM local time.** A site visit will be conducted immediately following the pre-bid meeting. These site visits will be the only opportunities for the bidders to visit the existing building and review existing conditions affecting the work. Attendance is highly recommended but not mandatory.

Questions

Please contact EDiS Company, Kevin Lucas at klucas@ediscompany.com or 302-421-2893 or 302-420-3083 with questions.

Conformance to the Delaware Architectural Accessibility Act and the standards of the Architectural Accessibility Board is required on the Project.

Prevailing Wage Rates, as described by Delaware Law, must be adhered to where applicable.

Pursuant to the Office of Management and Budget (OMB) *"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 implement a Mandatory Drug Testing Program. The regulation can be downloaded from the following website:

<http://regulations.delaware.gov/register/september2015/final/19%20DE%20Reg%20207%2009-01-15.pdf>

END OF SECTION

SECTION 002113 - INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- A. 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.
- B. All definitions set forth in the General Conditions and the other Contract Documents are applicable to the Bidding Documents.
- C. "Addenda" are written or graphic instruments issued by the Architect/Engineer prior to the receipt of bids which modify or interpret the Bidding Documents, by additions, deletions, clarifications or corrections. Addenda become part of the contract documents upon execution of the agreement.
- D. The term Work is defined in 1.1.3 of the General Conditions.
- E. A "Unit of Work" includes all Work covered by the one or more Sections of the specifications listed under that particular Unit of Work in Section 011100 - SUMMARY OF WORK. A Unit of Work is the smallest portion of the Project for which a separate Bid will be accepted by the Construction Manager. The word "Unit" means "Unit of Work" whenever the context clearly implies "Unit of Work".
- F. A "Bid" is a complete and properly executed proposal to do one or more Units of Work for the sum stipulated therein.
- G. A "Bidder" is one who submits a Bid to the Bidding Agency for the Unit or Units of Work indicated therein.
- H. A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including drawings, which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in Contract Documents are defined generally in this article. Definitions and explanations to this section are not necessarily either complete or exclusive, but are general for the work to the extent not stated more explicitly in another provision of Contract Documents.
- I. General Requirements (or Conditions) apply to entire work of Contract and, where so indicated, to other elements which are included in the project.

- J. The term "indicated" is a cross reference to details, notes or schedules on the Drawings, to other similar means of recording requirements in the Contract Documents. Where terms such as "shown", "noted", "schedule" and "specified" are used in lieu of "indicate," it is for purpose of helping to locate cross reference and no limitation of location is intended, except as specifically noted.
- K. Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted" and "permitted" mean "directed by Construction Manager or Architect", "requested by Construction Manager or Architect", etc.
- L. Where used in conjunction with Construction Manager's or Architect's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of the term "approved" will be held to limitations of Construction Manager's and Architect's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Construction Manager or Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of the Contract Documents.
- M. The "Project Site" is the space available to Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the Project. The extent of project site is shown on the Drawings and may or may not be identical with description of the land upon which project is to be built. The Contractor shall visit the site to verify contract or construction limits.
- N. Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
- O. Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations as applicable in each instance.
- P. Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
- Q. An "Installer" is the entity, person or firm, engaged by the Contractor or his subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operation. It is a general requirement that such installers be expert in operations they are engaged to perform.
- R. The duties and obligations of the Contract apply to this Contractor (as defined herein) regardless of similar or identical duties or obligations of other Prime Contractors related to the Project. Therefore, even though other Prime Contractors may have similar, identical or overlapping duties and obligations, each and every duty and obligation set forth in this

Contract is enforceable against this Contractor.

2. BIDDER'S REPRESENTATION

A. Each Bidder in submitting its bid represents that:

1. It has read and understands the Bidding Documents and its Bid is made in accordance therewith.
2. Contractor has visited the site; familiarized himself with the local conditions under which the work is to be performed; compared the site with drawings and specifications; satisfied himself of the conditions of delivery, handling and storage of materials and all other matters that may be incidental to the Work before submitting his Bid.
3. Its Bid is based upon the materials and equipment described within the Bidding Documents without exceptions.

B. EVIDENCE OF REPRESENTATION

1. Submission of a Bid will be considered as evidence of the bidder's representation. No allowance will subsequently be made to the successful contractor by reason of any error omission on his part, due to his neglect in complying with the requirements of this article.

3. BIDDING DOCUMENTS

A. ISSUANCE

1. The drawings and specifications of preceding bid packages may not be issued with the drawings and specifications of this bid package, but are included by reference in the Table of Contents. Contractors bidding on work in this bid package are responsible for knowing what work has preceded this bid package and how it affects its work. In order to assist contractors in this effort, the contract documents from preceding or simultaneous bid packages will be available for review at the Construction Manager's main office and job site office. Bidding documents will be available on the EDiS FTP site, **bids.ediscompany.com**. It is the responsibility of each Bidder to review and coordinate all Project Documents. This includes plans, specifications and addendums. Bidding documents will be made available to qualified bidders only. Contractors are advised that no change orders will be allowed that are based on ignorance of work assigned in preceding or simultaneous bid packages.
2. Bidding Documents will not be issued to subcontractors or other individuals or organizations who will not be contracting directly with the Owner.

3. The complete set of Bidding Documents shall be used in preparing bids; neither the Owner, the Architect nor the Construction Manager assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
4. The Owner, Architect, and the Construction Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. Bidders shall examine the Bidding Documents carefully and shall promptly notify the Construction Manager of any ambiguity, inconsistency or error which they may discover. No request for adjustment of Contract Time or Sum shall be permitted with regard to any purported ambiguity, inconsistency or error not promptly noticed to the Construction Manager.
2. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Construction Manager to reach him at least seven days prior to the date of receipt of bids.
3. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.

C. SUBSTITUTIONS

1. Refer to Specification Section 016200 - MATERIAL AND EQUIPMENT.
2. Substitution requests must be made at least seven (7) days prior to the receipt of bids.

D. ADDENDA

1. Addenda will be emailed, mailed, faxed or delivered to each person or firm recorded by the Construction Manager as having received a complete set of the Bidding Documents, and will be available for inspection wherever the Bidding Documents are kept available for that purpose.
2. Sub-Bidders, Suppliers, Manufacturers and others wishing to have Addenda mailed free of charge directly to them should address a letter to the Construction Manager requesting a listing on the Addenda mailing list for this Project. Such letter must include no other subject matter, must clearly identify this Project by name, and must indicate, line for line, exactly how the name and address is to be typed on the envelope. Phone requests will not be accepted. The Construction Manager will endeavor, but expressly does not promise, to mail Addenda directly to those who have properly

requested. Such mailing list is for this one Project only.

3. Addenda issued during the time of bidding shall be listed on Bid form in the space provided. Failure of a Bidder to receive any Addendum shall not release the Bidder from any obligations under his Bid, provided said addendum was sent by email, fax or by U.S. Mail to the addresses furnished by the bidder for transmittal of mail. Faxed Addenda will be confirmed by U. S. Mail.
4. No Addenda will be issued later than three (3) 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.

4. BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

1. Bids shall be submitted in triplicate upon the proposal form included in these specifications, or upon an exact copy of it.
2. The Bidder shall complete all blank spaces on the Bid form.
3. Where indicated on the Bid form, sums shall be expressed in both words and figures. In case of discrepancy between the two, the written amount shall govern.
4. Any interlineation, alteration or erasure of an entry made in a blank space of the form must be initialed by the signer of the Bid. However, no interlineation, alteration or erasure shall be made in the wording printed on the bid form unless the Bidder is instructed by the Bidding Documents to do so. The Bidders shall add no stipulations or qualifications on the Bid form or accompanying the bid form unless permitted by or instructed by the Bidding Documents to do so.
5. All requested quantities, unit prices and alternates shall be included as part of the bid.
6. All signatures shall be in long hand.
7. The Bidder shall include on the Bid Form, within the Base Bid total costs associated with providing both the Labor and Material Payment and Performance Bonds.
8. The Bidder shall affix his seal to the bid form, if organized as a corporation.

B. SUBMISSION OF BIDS

1. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. The time and location of the bid opening may be extended with a minimum of two (2) calendar days notice to the Bidders. Bids received after the time and date for receipt of

Bids will be marked "LATE BID" and returned.

2. The Bid Proposal (3 copies) shall be enclosed in a sealed envelope. The envelope shall be addressed to the Owner, and shall be identified with the Project name, the Bidder's name and address and the Unit of Work included in the Bid.
3. If the Bidder submits his Bid by mail, he shall enclose the above described sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
4. Bids shall include a fully executed Bid Bond, Power of Attorney, Non-collusion Statement, Consent of Surety and Subcontractor listing.
5. The 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."

C. MODIFICATION OR WITHDRAWAL OF BID

1. A Bidder may modify his Bid in writing at any time prior to the time scheduled for receiving Bids, provided such written modification is received by the Construction Manager prior to said time.
2. Unless specifically authorized, faxed bids will not be considered.
3. No Bidder shall modify, withdraw or cancel his Bid or any part thereof for NINETY (90) days after the time designed for the receipt of Bids, in the Invitation to Bid. Any further extension of the time will be by mutual consent of the Owner and the Contractor.
4. A Bid may be withdrawn up until the time scheduled for receiving the Bids. Such withdrawal shall be in writing.

5. CONSIDERATIONS OF BIDS

A. OPENING OF BIDS

1. Bid shall be publicly opened and read aloud.

B. REJECTION OF BIDS

1. The Owner, in its sole discretion, shall have the right to reject any or all bids for any reason or for no reason whatsoever.

C. ACCEPTANCE OF BIDS

1. The Owner, in its sole discretion, shall have the right to waive any informality or irregularity in any Bid received.
2. The Owner shall have the right to accept Alternates in any order or combination.

6. SUBCONTRACT INFORMATION

A. SUBMISSION OF SUBCONTRACTOR LIST

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 payment 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 the contract amount not to exceed \$10,000.

2. Upon request of the Construction Manager, the Bidder shall within seven (7) days of the request submit a list of the other subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) if any, proposed for the various portions of the Work not included in the subcontractors list submitted with the bid.
3. The Bidder will be required to establish to the satisfaction of the Construction Manager the capability and experience of all proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed subcontractor's respective trades.
4. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner must be used on the work for which they were proposed and accepted, and shall not be changed except with the written approval of the Construction Manager.

7. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment

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

- B. The Contractor will, in all solicitants or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color sex, or national origin.
- C. The term "Contract for public works" means construction, reconstruction, demolition, alteration and repair work and maintenance work paid for, in whole or in part, with public funds.
- D. The Secretary of the Department of Labor shall be responsible for the administration of this section and shall adopt such rules and regulations and issue such orders as he deems necessary to achieve the purpose thereof, provided that no requirement established hereby shall be in conflict with subchapter 6904 of this title.

8. PREVAILING WAGE REQUIREMENT

- A. Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000 and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.
- B. The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.
- C. The Contractor 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.
- D. 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.
- E. Every contract based upon these specifications shall contain a stipulation that certified

sworn payroll reports be maintained by every Contractor and Subcontractor performing work upon the site of construction. The Contractor and Subcontractor shall keep and maintain the sworn payroll information for a period of 2 years from the last day of the work week covered by the payroll. A certified copy of these payroll reports shall be made available: 1) Effective June 30, 2007, all Contractors performing work on public work projects are required to furnish sworn payroll records on a weekly basis to the Department of Labor. Specifically, 29 Del. C. § 6960(c) states that "every contract... shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly." Further, that "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." Lastly, the failure to submit payroll reports shall be subject to a civil penalty of not less than \$1,000 nor more than \$5,000 for each violation. 29 Del. C. § 6960(e). Sworn payroll information shall consist of a fully completed and notarized report on a form provided upon request by the Department of Labor. *See Delaware Prevailing Wage Regulations* VII A.2(c)"; 2) upon request by the public or for copies thereof. However, a request by the public must be made through the Department of Labor. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Department of Labor in accordance with the Department's copying fee policy. The public shall not be given access to the records at the principal office of the Contractor or Subcontractor; and 3) the certified payroll records shall be on a form provided by the Department of Labor or shall contain the same information as the form provided by the Department and shall be provided within 10 days from receipt of notice requesting the records from the Department of Labor.

9. PERFORMANCE AND PAYMENT BONDS

A. The Contractor shall be required to furnish bonds covering the faithful performance of the contract and the payment of all obligations arising thereunder with such sureties secured through the Bidder's usual sources as may be agreeable to the parties. The Owner shall be noted as the obligee. The Owner is the New Castle County Vocational Technical School District.

B. The performance and payment bonds shall each be in an amount equal to 100% of the Contract Sum as adjusted from time to time. The Owner shall be noted as the obligee. The Owner is the New Castle County Vocational Technical School District.

C. TIME OF DELIVERY AND FORM OF BONDS

1. The Bidder shall deliver the required bonds within seven (7) days from receipt of request from the Construction Manager.

2. The performance and payment bonds shall be written in the form found in Section 006113 Performance and Payment Bonds.

3. The required bonds shall be by an authorized agent of the bonding company and shall

be accompanied by a certified and current copy of the bonding agent's Power of Attorney, indicating the monetary limit of such power. The bonding company shall be licensed to operate in the state which the work is to be performed.

10. EXECUTION OF AGREEMENT

- A. The Agreement will be written on a contract form, stipulated by the Owner, a copy of which is included in the Specifications.
- B. The Bidder shall, within seven (7) days following its presentation, execute the Agreement and return it to the Construction Manager.
- C. The Bidder agrees to commence work within seven (7) days of 1) execution of the Agreement, or 2) receipt of a Letter of Intent to execute the Agreement, or other authorization to proceed, if furnished at an earlier date.
- D. The Bidder shall provide two (2) business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors.
- E. If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) 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 re-advertised, as the Agency may decide.

11. GENERAL COMMENTS

A. JOINT VENTURE AGREEMENTS

In the event of a mandatory pre-bid meeting, representatives of both Joint Ventures must attend the pre-bid meeting and must be an officer and co-joint venture of the corporations involved.

Each Joint Venture shall be qualified and capable to complete the project with their own forces.

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 Ventures involved.

All required bid bonds, performance bonds, material and labor payment bonds must be executed by both Joint Ventures and be placed in both of their names.

All required insurance certificates shall name both Joint Ventures.

Both Joint Ventures shall sign the bid form and shall submit a valid Delaware Business License with their bid.

Both Joint Ventures shall include their Federal E. I. Number with the bid.

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

B. BUSINESS LICENSES FOR SUBCONTRACTORS

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 and taxpayer identification number (i.e. federal employer identification number or social security number) 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.

C. BONDING REQUIREMENTS FOR NON-RESIDENT CONTRACTORS

All non-resident contractors are reminded that they must supply a surety or cash bond to the Division of Revenue equal to six percent (6%) of the total of all contracts exceeding \$20,000 for construction within this state. For Division of Revenue purposes, cash bonds and bank letters of credit issued by financial institutions will be accepted on all contracts.

D. CONTRACT AWARD TO NON-RESIDENT CONTRACTORS

Every architect, or professional engineer or contractor or construction manager engaging in the practice of such profession shall furnish the Department of Finance within 10 days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of the total value of such contract or contracts together with the names and addresses of the contracting parties.

E. STATE LICENSE AND TAX REQUIREMENTS

The Contractor and Subcontractor shall be licensed to do business in the State of Delaware & New Castle County 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 State Tax Department within ten (10) days after award of the Contract, a statement of the total values of each contract and subcontract, together with the names and addresses of the contracting parties ..."

F. RIGHT TO AUDIT RECORDS

The Owner (contracting agency) 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.

Said books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of three (3) years from the date of final payment under the Subcontract.

G. PREFERENCE FOR DELAWARE LABOR

In the construction of all public works for the State or any political subdivision thereof or by firms contracting with the State or any political subdivision 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. Each public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any persons, 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.

END OF SECTION

November 2, 2016

Contract No. HHS-01 Gym AC 1972 Building

BID FORM

For Bids Due: _____

To: NCC Vocational Technical School District
1417 Newport Road
Wilmington, DE 19804

Name of Bidder: _____

Bidder Address: _____

Contact Name: _____ E-Mail Address: _____

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

(Other License Nos.): _____

(A copy of Bidder's Delaware Business License must be attached to this form.)

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

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

\$ _____ (\$ _____)

ALTERNATES

Alternate No. 1: Single Zone VAV Unit Field Installed Controls

Add/Deduct _____ (\$ _____)

UNIT PRICES

N/A

November 2, 2016

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 ninety (90) days the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

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.

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

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

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

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

(State of Corporation)

Business Address: _____

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

(Title)
Date: _____

ATTACHMENTS

Subcontractor List
Non-Collusion Statement
Bid Bond
Consent of Surety
Affidavit of Employee Drug Testing Program (1 per contractor/subcontractor)
Delaware Business License
(Others as Required by Project Manuals)

SUBCONTRACTOR LIST

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

<u>Subcontractor</u> <u>Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID #</u> <u>or Delaware Business license #</u>
---	----------------------	-----------------------------------	---

1.	_____	_____	_____
----	-------	-------	-------

November 2, 2016

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 _____.

All the terms and conditions of Contract No.: HHS-01 Gym AC 1972 Building have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE
(TYPED): _____

AUTHORIZED REPRESENTATIVE
(SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

November 2, 2016

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____ of _____ in the County of _____ and State of _____ as Principal, and _____ of _____ in the County of _____ and State of _____ as Surety, legally authorized to do business in the State of Delaware ("State"), are held and firmly unto the New Castle County Vocational Technical School District in the sum of _____ Dollars (\$_____), or percent not to exceed _____ Dollars (\$_____) of amount of bid on Contract No. _____ to be paid to the New Castle County Vocational Technical School District for the use and benefit of the New Castle County Vocational Technical School District 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 bounden Principal who has submitted to the New Castle County Vocational Technical School District 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 New Castle County Vocational Technical School District 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 _____

Title

November 2, 2016

CONSENT OF SURETY

DATE _____

To:

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to do business in the State of Delaware hereby agrees that if

(Contractor)

(Address)

is awarded the Contract No. _____

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

(Surety Company)

By _____
(Attorney-in-Fact)

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 _____.

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

END OF SECTION

SECTION 005200 - AGREEMENT

1. SUMMARY

1.1. The Agreement Form for this Project is either the American Institute of Architects [Standard Form of Agreement between Owner and Contractor, Construction Manager as Advisor, AIA Document A132 - 2009 Edition]

1.2 A copy of AIA Document A132 – 2009 Edition is bound into this Project Manual following this page.

1.2.1 Under Article 5.1.4.5 add the following:

“Upon completion of the work under the Contract, the Owner may release 60% of the amount then retained. The balance of the amount retained will be held until:

- A. All reports required of the Contract are received;
- B. All Subcontractors in trades listed on the Bid Form are paid by the Contractor, unless the amount owed to the Subcontractor is disputed, in which case the Owner may withhold 150% of the amount withheld by the Contractor in its dispute with the Subcontractor; and
- C. Final payment is authorized by the Owner.”

END OF SECTION

DRAFT AIA® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

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)

New Castle County Vocational Technical School District
1417 Newport Road
Wilmington, Delaware 19804

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

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

Renovations to Howard High School of Technology
1972 Building Gym HVAC

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

EDiS Company
110 South Poplar Street, Suite 400
Wilmington, Delaware 19801

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

ABHA Architects
1621 North Lincoln Street
Wilmington, Delaware 19806

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.

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

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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
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9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

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 Modifications, 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, mechanics' liens 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.)

Per the construction schedule in Section 013216 Construction Schedule in the project manual.

Portion of the 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 one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 4.2 below

☐ Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below

☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be « » (\$ « »), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on 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.)

« »

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

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

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
Miscellaneous Work as Directed by Construction Manager	\$10,000

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

<< >>

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

<< >>

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

<< >>

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed <> percent (<> %) of the standard rate paid at the place of the Project.

§ 4.3.6 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)

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

<< >>

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

<< >>

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

<< >>

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed <> percent (<> %) of the standard rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

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

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed <> (\$ <>), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the 5th day of the second month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than forty five (45) days after the Construction Manager receives the Application for Payment.

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

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 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.

§ 5.1.4.3 Subject to the 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 total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .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 **five** percent (**5**%);

- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 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 **one hundred** percent (**100**%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .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 the General Conditions.

§ 5.1.4.5 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 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

§ 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 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

As described in the contract documents.

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 A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

« »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, 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 A232–2009.

[☐] Litigation in a court of competent jurisdiction.

[☒] Other: *(Specify)*

Per 007300, "any or all remedies at law or in equity,"

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

<< » % << »

§ 8.3 The Owner's representative:

(Name, address and other information)

Kevin Lucas
EDiS Company
110 South Poplar Street, Suite 400
Wilmington, Delaware 19801

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

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

§ 8.6 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
A232-2009	Supplementary General Conditions		

§ 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.)

As described in the contract documents.

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 are:

Bid Form dated
Letter of Intent dated
State of Delaware Purchase Order

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

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

NCC Vocational Technical School District

Contractor

OWNER (Signature)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

« »« »

(Printed name and title)

SECTION 006113 – PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE AND PAYMENT BONDS

1.1 Bonds must be in the following form:

1. Form of Performance Bond (attached).
2. Form of Payment Bond (attached).

SECTION 006113 - FORM OF 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 State of Delaware, New Castle County Vocational Technical School District ("Owner"), in the amount of _____ (\$_____), to be paid to Owner, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, who has been awarded by Owner that certain contract known as Contract No. _____ 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, 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.

Witness or Attest:

PRINCIPAL

By: _____

Name: _____

Title: _____

(Corporate Seal)

Witness or Attest:

SURETY

By: _____

Name: _____

Title: _____

(Corporate Seal)

SECTION 006113 - FORM OF 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 State of Delaware, New Castle County Vocational Technical School District ("Owner"), in the amount of _____ (\$_____) to be paid to Owner, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns. jointly and severally, for and in the whole, firmly by these presents.

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, who has been awarded by Owner that certain contract known as Contract No. _____ 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.

Witness or Attest:

PRINCIPAL

By: _____

Name: _____

Title: _____

(Corporate Seal)

Witness or Attest:

SURETY

By: _____

Name: _____

Title: _____

(Corporate Seal)

END OF SECTION

SECTION 006216 – CERTIFICATE OF INSURANCE

In conjunction with Insurance Requirements AIA General Conditions, Article 11, the Contractor shall be bound by the following limits of liability insurance (for Contracts under this Bid Pack). The Contractor shall use the standard "ACORD" for titled "Certificate of Insurance" in submitting his liability insurance limits. The required limits to be inserted in accordance with the sample "ACORD" form in this section:

GENERAL NOTES

1. Other Insurance

A. Contractor shall carry any necessary insurance required to cover Owned and Rental equipment that may be necessary for them to use in the performance of the Work.

2. Contractor shall have the following additional items added to his required "ACORD" form Certificate of Insurance:

A. Name and Address of Insured (Contractor).

B. Description of Operations/Locations -

3. Added Insured – NCC Vocational Technical School District and EDiS Company

4. Certificate Holder – New Castle County Vocational Technical School District
1417 Newport Road
Wilmington, Delaware 19804

Contractors shall note that although not a part of AIA Document A232 - 2009 Edition, these additional articles apply as noted to this Project.

A sample certificate is bound into the Project Manual immediately following this Document.

END OF SECTION

MALE FILE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) XX/XX/XX
PRODUCER PRODUCER INSURANCE AGENCY PO BOX PRODUCER STREET ADDRESS PRODUCER CITY, ST PROD ZIP		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY-AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE
INSURED SAMPLE SUBCONTRACTOR CERTIFICATE (REQUIRED MINIMUM INSURANCE)		
		INSURER A: XXXXXX
		INSURED B: XXXXXX
		INSURER C: XXXXXX
		INSURER D:
		INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	DATE (MM/YY)	LIMITS	
	GENERAL LIABILITY	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN: AUTO EA ACC ONLY: AGG	\$
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO					
	EXCESS LIABILITY	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXX	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$
					E.L. EACH ACCIDENT	\$ 500,000
					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
					E.L. DISEASE - POLICY LIMIT	\$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Project: Renovations to Howard High School of Technology - New Castle County Vocational Technical School District and EDiS
Company shall be named as Additional Insureds for both ongoing and completed operations. The endorsements providing the Additional Insured status for ongoing and completed operations must be attached to the Certificate of Insurance.

CERTIFICATE HOLDER	X	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
New Castle County Vocational Technical School District 1417 Newport Road Wilmington, DE 19804		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
		AUTHORIZED REPRESENTATIVE	

SECTION 007200 – GENERAL CONDITIONS

1. SUMMARY

- A. The General Conditions for this Project are the American Institute of Architects General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, AIA Document A232 - 2009 Edition.
- B. A copy of AIA Document A232 - 2009 Edition is bound into this Project Manual following this page.

END OF SECTION



AIA[®]

Document A232[™] – 2009

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

Renovations to Howard High School of Technology
401 East 12th Street
Wilmington, Delaware 19801

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

EDiS Company
110 South Poplar Street, Suite 400
Wilmington, Delaware 19801

THE OWNER:

(Name, legal status and address)

New Castle County Vocational Technical School District
1417 Newport Road
Wilmington, Delaware 19801

THE ARCHITECT:

(Name, legal status and address)

ABHA Architects
1621 North Lincoln Street
Wilmington, Delaware 19806

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.

This document is intended to be used in conjunction with AIA Documents A132[™]–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132[™]–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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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 the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their 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 other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

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

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

§ 1.1.8 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect, 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 Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.2 Information and Services Required of the Owner

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

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

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

§ 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.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 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 Construction Manager's and Architect's and their respective consultants' 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, after consultation with the Construction Manager. 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 plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

§ 3.1.4 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 Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and 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 Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and 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 instruction 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, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. 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 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 the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, 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, Construction Manager, 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 with 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 Construction Manager or 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 or portions thereof 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 Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay 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, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and

Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, 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, in consultation with the Construction Manager, 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, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either 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, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

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

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager 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, Construction Manager 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 and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at

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appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager'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 Construction Manager and 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 participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 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 documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are 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 Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, 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 reviewed and 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 Construction Manager and 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 Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

§ 3.13.1 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.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 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's own forces or of other Multiple Prime 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's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner 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, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager 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, Construction Manager 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, Architect, or Construction Manager. 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 through the Construction Manager.

§ 3.18 Indemnification

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18 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 AND CONSTRUCTION MANAGER

§ 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 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and 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. 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 and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, 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, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **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 Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. 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 other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 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. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect 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 Construction Manager and 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 Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and 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.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7 and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar

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required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 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.

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

§ 4.2.18 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 so rendered in good faith.

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

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request 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 other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and 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 Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the

Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, 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, Construction Manager 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, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager 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, Construction Manager 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 responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other 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 the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 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's own forces, Construction Manager and other Multiple Prime 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's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and 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 own forces or other Multiple Prime Contractors' 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, including costs that are payable to a separate contractor or to other Multiple Prime Contractors 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 delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 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, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors 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, other Multiple Prime 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 Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager 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

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, 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 Construction Manager and signed by the Owner, Construction Manager 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 Construction Manager and 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 Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager 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:

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- .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 Construction Manager and 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 Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The 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 Construction Manager and 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 Construction Manager shall 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 issued through the Construction Manager and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

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§ 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, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, 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, based on the recommendation of the Construction Manager, 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 Construction Manager, 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 Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager 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, Construction Manager 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 Construction Manager and Architect, but not yet included in Change Orders.

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for

Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 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 Construction Manager or Architect.

§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's 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 Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the 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 or Construction Manager withholds certification for payment under Section 9.5.1, 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 Construction Manager and both 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 or Project 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 Construction Manager and Architect.

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

§ 9.6.3 The Construction Manager 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 Owner, Construction Manager and Architect 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, Construction

Manager 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 Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's 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 Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager 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 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 notify the Construction Manager, and the Contractor and Construction Manager shall jointly 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 list, the Architect, assisted by the Construction Manager, 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 list, which is not sufficiently complete in accordance with the requirements of 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, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute 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 and Construction Manager shall jointly 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 after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, 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 completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their 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 Construction Manager's and Architect's final Certificate for Payment or Project 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 through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and 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 through the Construction Manager 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. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 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;
- .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; and
- .4 construction or operations by the Owner or other Contractors.

§ 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, 10.2.1.3 and 10.2.1.4 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, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager 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, Construction Manager 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 a 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, Construction Manager 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, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager 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, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

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

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which 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; and
- .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 submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect 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 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 Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the

Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Owner's Liability Insurance

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

§ 11.3 Property Insurance

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

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager'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, Construction Manager, 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, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 **Waivers of Subrogation.** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, 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 the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's 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 distribution of insurance proceeds in accordance with the direction of the arbitrators.

§ 11.4 Performance Bond and Payment Bond

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation 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 which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or 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 one of the other Contractors 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 Construction Manager or 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 Construction Manager's and 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 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 or other Multiple Prime Contractors caused by the

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Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Written Notice

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

§ 13.4 Rights and Remedies

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

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed 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 Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and 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 Construction Manager, 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 Construction Manager and 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 Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and 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 Construction Manager for transmittal to the Architect.

§ 13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or 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 the 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 the 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 Construction Manager has not certified or 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, 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, Construction Manager 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, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and 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 Construction Manager's and 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, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, 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 the 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 this Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims. Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or 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 Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate 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 10.3.

§ 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

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- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

SECTION 007300 - SUPPLEMENTARY GENERAL CONDITIONS A232-2009

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A232-2009. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

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."

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. ."

Delete Paragraph 1.5.2 in its entirety.

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ARTICLE 2: OWNER

2.1 General

2.1.2 Delete Paragraph 2.1.2 in its entirety.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Delete the last sentence in this paragraph.

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."

2.2.5 Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor shall be responsible to provide all Contract Documents (plans/specs) for their contract use. Owner will not supply documents.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Delete the third sentence in Paragraph 3.2.4.

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 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:

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- 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 warrant all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two year after Acceptance by the Owner, and will maintain all items in condition that conforms with the Contract Documents during the period of warranty.
- 3.5.2 Non-conforming work during the period of warranty will be corrected by the Contractor at its expense upon demand of the Owner, it being required that the Work conforms to the Contract Documents at the expiration of the warranty period.
- 3.5.3 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the one year as above, and are particularly so stated in that part of the specifications referring to same. The said warranties will commence at the same time as the General Warranty.
- 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.

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

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

3.17 In the second sentence of the paragraph, insert "indemnify and" between "shall" and "hold".

ARTICLE 4: ARCHITECT AND CONSTRUCTION MANAGER

4.1 General

4.1.2 Insert "As required by law," at the beginning of the first sentence.

4.2 Administration of the Contract

Delete the first sentence of Paragraph 4.2.10 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 4.2.10 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 to Paragraph 4.2.16:

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

Add to Paragraph 4.2.19 "and in compliance with all applicable codes, regulations and ordinances." 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, Architect or Construction Manager has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Architect or Construction Manager has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4.

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ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Paragraph 6.1.3 in its entirety and replace with the following:

"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 Constructor who executes each separate Owner-Contractor Agreement."

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

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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 its rights under the Contract.

8.3.5 The parties agree that Paragraph 8.3.3 of the Supplementary General Conditions does not apply to the Construction Manager in the event of a delay caused by a party other than the Construction Manager.

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

9.2.1 The Schedule of Values shall be submitted into Building Blok (EDiS' Web-Based Project Management software) using AIA Document G702, Continuation Sheet to G703.

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:

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- 9.6.1 After the Architect and the Construction Manager have 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 the first reference to "seven" and insert "thirty (30)". Also strike "binding dispute resolution" and insert "remedies at law or in equity".

9.8 SUBSTANTIAL COMPLETION

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

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

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

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

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraphs 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

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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 and its subparagraphs in their entirety and replace with the following:

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

11.4 PERFORMANCE BOND AND PAYMENT BOND

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

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

12.2.2.2 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."

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Insert "except that, if the parties have selected arbitration as the method of dispute resolution, the Delaware Arbitration Act, 10 Del. C. §5701, shall govern Section 15.4."

13.6 INTEREST

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

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 and its subparagraphs in their 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

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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,". Also strike "binding dispute resolution" and insert "remedies at law and in equity".

15.4 ARBITRATION

Delete Paragraph 15.4 and its subparagraphs in their entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS

SECTION 007343 – WAGE RATE REQUIREMENTS

1. SUMMARY

- A. In accordance with Delaware Code, Title 29, Chapter 69, Section 6912, all laborers and mechanics of the Contractor and all subcontractors employed to perform work directly upon the site of the work shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account the full amounts accrued at the time of payment computed at wage rates not less than those determined by the Division of Industrial Affairs, Department of Labor, State of Delaware, as the prevailing rates in this area.
- B. This approved scale of wages must be posted by the Contractor in a prominent and easily accessible place at the site of the work.
- C. It is further stipulated that there may be withheld from the Contractor such accrued payment as may be considered necessary by the contracting officer to pay laborers and mechanics employed by the Contractor or any subcontractors on the work the difference between the rates of wages required and the rate of wages received by such laborers and mechanics and not refunded to the Contractor, subcontractor or their agents.
- D. Where wage rates are published in this Manual they are issued by the State Department of Labor on the date indicated and is included for the convenience of Bidders. The Owner, the Architect, and the Construction Manager, accept no responsibility for the accuracy or applicability of any rates included herein. The actual wage rate determinations which will apply to the work will be those in effect on the first day of public advertisement for bids as determined by the State Department of Labor. It will be the responsibility of each bidder to contact the State Department of Labor and to incorporate these rates in his bid.
- E. "In accordance with Delaware Code, Title 29, Section 6912, as amended July 5, 1994, contractors shall furnish sworn payroll information to the Department of Labor on a weekly basis for each contract which exceeds \$15,000 for renovation work and \$100,000 for new construction. The construction contract amount is based on a cumulative total of all contracts bid for a specific project. Payroll forms for submission may be obtained from the Department of Labor."
 - 1. A Payroll Report, available from the Department of Labor is to be used to provide this information.
- F. A copy of the Prevailing Wages for the project is attached hereto.

END OF SECTION



STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
4425 NORTH MARKET STREET
WILMINGTON, DELAWARE 19802

TELEPHONE (302) 761-8200
FAX (302) 761-6601

Via Email and Regular Mail

November 2, 2016

Mr. Kevin Lucas
EDIS Company
110 S. Poplar Street
Suite 400
Wilmington, DE 19801

Re: Howard High School 1972 Building Gym A/C, New Castle County, DE

Dear Mr. Lucas:

I am responding to your request for a category determination for the Howard High School 1972 Building Gym A/C, which is a state funded construction project located in New Castle County, DE. The work consists of removing the existing heating units from the roof and replacing with new units including air conditioning. Patching and painting as required. You estimate the total cost of construction for this project to be \$453,500.00.

Based upon the information you provided the Department of Labor has determined that this project is a Building Construction project.

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 15, 2016, prevailing wage rates for Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

Lastly, please see the enclosed debarment list. Entities/individuals listed shall not be permitted to bid on, be awarded or work on Delaware State funded construction projects, in the timeframe specified, as provided for under 29 Del.C. §6960 or other applicable State statutes.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at 302-761-8326.

Sincerely,

Randall Carrow
Labor Law Enforcement Officer
Randall.Carrow@state.de.us

Enclosures

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

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

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

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2016

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

CERTIFIED: 11/2/2016

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: Howard High School 1972 Building Gym A/C, New Castle, DE ,

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
DCS Staffing & Cleaning Professionals, LLC	4805 Garrison Blvd. Suite 200 Baltimore, MD 21821	Indefinite/ 19 <u>Del.C.</u> 2374(f)
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 <u>Del.C.</u> §108 & 10 <u>Del.C.</u> 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 <u>Del.C.</u> 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 <u>Del.C.</u> §108 & 10 <u>Del.C.</u> 542(c)

SECTION 008114 – DRUG TESTING FORMS

1. SUMMARY

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

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending:_____

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

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

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

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

Number of Negative Results _____ Number of Positive Results _____

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

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

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

**EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS**

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

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

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

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

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

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

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

END OF SECTION



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4000 Office of Management and Budget 4100 Division of Facilities Management

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

1.0 Purpose

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

2.0 Definitions

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

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

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

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

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

3.0 Employee drug testing documentation requirements.

3.1 The following documentation requirements apply:

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

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

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

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

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

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

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

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

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

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

4.0 Minimum Standards for a Mandatory Drug Testing Program

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

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

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

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

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

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

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

5.0 Drug Testing Requirements – Frequency for the Testing of Employees

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

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

6.0 Consequences of a Positive Test Result

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

7.0 Contractor and Subcontractor Certification of Compliance with Regulations

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

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7.1.2.4 Action taken by the Contractor or Subcontractor on an Employee who failed or tested positive to a random test.

7.1.3 Testing Result Forms may be submitted electronically to an Owner.

7.1.4 Any Positive Test Result including the Employee name and action taken in response by a Contractor or Subcontractor must be reported by the Contractor or Subcontractor to the Owner within 24 hours of the Contractor or Subcontractor receiving the test results. A Positive Test Result must be submitted to the Owner in writing.

7.1.5 The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor or Subcontractor's offices.

7.1.6 The failure to comply with these reporting requirements shall be considered a material breach of any agreement relating to the performance of work by the Contractor or Subcontractor.

8.0 Penalties

8.1 A Contractor or Subcontractor on a Large Public Works contract that fails to implement a Mandatory Drug Testing Program in accordance with this regulation or falsifies testing results shall be subject to the following sanctions:

8.1.1 Written warning (1st offense).

8.1.2 Prohibition from bidding on new public works jobs for a period not to exceed three months (2nd offense) and one year (3rd offense).

8.1.3 For subsequent offenses, debarment or bond revocation.

8.2 Notwithstanding any other provision of this regulation, if any failure to comply with the requirements of this regulation are particularly flagrant or egregious, the Owner may seek a termination for cause, a temporary suspension, a determination that the Contractor or Subcontractor is not responsible, debarment or bond revocation, and any other statutory, common law, or equitable remedy.

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

SECTION 011100 - SUMMARY OF WORK

1. RELATED DOCUMENTS

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

2. CONTRACTS

- A. The work will be performed under separate prime contracts managed by the Construction Manager.

3. ALTERATIONS & COORDINATION

- A. Contractor shall be responsible to coordinate their work with the work of others, including, but not limited to, the preparation of general coordination drawings, diagrams and schedules, and control of site utilization, from the beginning of activity, through project close-out and warranty periods.

4. KNOWLEDGE OF CONTRACT REQUIREMENTS

- A. The Contractor and his Subcontractors, Sub-subcontractors and material men shall consult in detail the Contract Documents for instructions and requirements pertaining to the Work, and at his and their cost, shall provide all labor, materials, equipment and services necessary to furnish, install and complete the work in strict conformance with all provisions thereof.
- B. The Contractor will be held to have examined the site of the Work prior to submitting his proposal and informed himself, his Subcontractors, Sub-subcontractors and material men of all existing conditions affecting the execution of the Work.
- C. The Contractor will be held to have examined the Contract Documents and modifications thereto, as they may affect subdivisions of the Work and informed himself, his Subcontractors, Sub-subcontractors and material men of all conditions thereof affecting the execution of the Work.
- D. The Scope of Work for the Contract is not necessarily limited to the description of each section of the Specifications and the illustrations shown on the Drawings. Include all minor items not expressly indicated in the Contract Documents, or as might be found necessary as a result of field conditions, in order to complete the Work as it is intended, without any gaps between the various subdivisions of work.
- E. The Contractor will be held to be thoroughly familiar with all conditions affecting labor in the area of the Project including, but not limited to, Unions, incentive pay, procurements, living, parking and commuting conditions and to have informed his

Subcontractors and Sub-subcontractors thereof.

5. CONTRACT DOCUMENTS INFORMATION

- A. The Contract Documents are prepared in accordance with available information as to existing conditions and locations. If, during construction, conditions are revealed at variance with the Contract Documents, notify the Construction Manager immediately, but no more than three (3) days from the day the variance is first known. Failure to give timely notice shall operate to waive any claim Contractor might otherwise have for an adjustment to Contract Time or Sum as a consequence of such variance.
- B. The Specifications determine the kinds and methods of installation of the various materials, the Drawings establish the quantities, dimensions and details of materials, the schedules on the Drawings give the location, type and extent of the materials.
- C. Dimensions given on the Drawings govern scale measurements and large scale drawings govern small scale drawings, except as to anything omitted unless such omission is expressly noted on the large scale drawings.
- D. The techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive", "open generic/descriptive", "compliance with standards", "performance", "proprietary", or a combination of these. The methods used for specifying one unit of work has no bearing on requirements for another unit of work.
- E. Whenever a material, article or piece of equipment is referred to in the singular number in the Contract Documents, it shall be the same as referring to it in the plural. As many such materials, articles or pieces of equipment shall be provided as are required to complete the Work.
- F. Whenever a material, article or piece of equipment is specified by reference to a governmental, trade association of similar standard, it shall comply with the requirements of the latest publication thereof and amendments thereto in effect on the bid date.
- G. In addition to the requirements of the Contract Documents, Contractor's work shall also comply with applicable standards of the construction industry and those industry standards are made a part of Contract Documents by reference, as if copied directly into Contract Documents, or as if published copies were bound herein.
- H. Where compliance with two (2) or more industry standards, contract requirements, or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, then the most stringent requirements, which are generally recognized to be also the most costly, is intended and will be enforced, unless specifically detailed language written into the Contract Documents clearly indicates that a less stringent requirement is to be fulfilled.

Refer apparently equal but different requirements, and uncertainties as to which level of quality is more stringent, to Architect for decision before proceeding.

- I. Reference standards referenced directly in Contract Documents or by governing regulations have precedence over non-reference standards which are recognized in industry for applicability of work.
- J. Contractor's bid is based on the complete set of Contract Documents including documents not specifically issued as part of the bid pack but referenced in same.

6. SCOPE OF WORK/GENERAL INFORMATION

- A. A Scope of Work for each contract to be awarded on the project follows in this section. When a Contract has been awarded to a Contractor, the successful Contractor will be listed after the title of the Contract. When no Contract has yet been awarded, no Contractor's name will be listed. Previous Scopes of Work include addendum changes.
- B. Contractor is responsible for performing the work listed in the Summary of Work for his contract. Contractor is also responsible for knowing the work that has been assigned to preceding contracts. No additional compensation or extension of time will be allowed a Contractor due to his ignorance of the work assigned to his Contract or to other contracts which may affect his work. The Contractor is responsible, however, for all items which are covered in the Specifications and Drawings relating to their Contract if not specifically mentioned in the Summary of Work.
- C. The Construction Manager will provide on-site a source for temporary electric, temporary water and portable sanitation facilities only. It is each Contractor's responsibility to make the necessary connections, including all material for temporary electric and water. Please note that utility charges for office trailers will be the responsibility of the individual Contractors.
- D. A dumpster will be provided on site for free use by Contractors to dispose of non-hazardous, common, work-related refuse. Clean-up is the responsibility of each Contractor. Clean up shall be performed on a daily basis. Contractors not complying will be advised in writing and back charged for all costs associated with the cleanup of their work.
- E. Contractors are reminded that there are limited storage areas available on site. Off-site storage will be the responsibility of each individual Contractor. Neither the owner or construction manager will be charged additional costs for storage during the project.
- F. Office trailer permits off site will be the responsibility of each individual Contractor. On site Contractor's field offices, one (1) per Contractor, if required, will be located as directed by the Construction Manager.

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- G. Contractor will be prepared to discuss and submit a detailed project schedule seven (7) days after receipt of Notice to Proceed and to begin its submittal process. The Project Schedule is an integral part of this contract. Certain construction sequences and priorities must take place in order to meet the target dates. Concentrated work periods will occur and each Contractor is responsible to staff the project as required by the current Construction Schedule or as directed by the Construction Manager. Contractor will cooperate with the Construction Manager in planning and meeting the required sequences of work and Project Schedule as periodically updated by the Construction Manager.
 - H. All bids must include insurance limits in accordance with Article 11 of the Section 007300 SUPPLEMENTARY CONDITIONS.
 - I. Hoisting, scaffolding and material handling is the responsibility of each Contractor, unless otherwise noted.
 - J. Contractor will be responsible for layout of its own work. The Construction Manager will provide benchmark and layout of the building line.
 - K. Contractor will be responsible to keep clean public roadways soiled by construction traffic on a daily basis. If cleaning is not done, the Construction Manager may perform the cleaning on an overtime basis and backcharge the Contractor responsible.
 - L. Contractor Scopes of Work and Schedule are interrelated. Familiarity with each is required.
 - M. The Construction Manager will provide testing services for soil, concrete and steel. Other testing as required by the Contract Documents will be in accordance with the technical specifications and/or the individual scope of work. Refer to Specification Section 004500 - QUALITY CONTROL.
 - N. Safety is the responsibility of each individual Contractor. The project will be governed under the guidelines of OSHA.
 - O. Inter-Contractor shop drawing distribution will be performed by the Construction Manager. Contractor is individually responsible for either coordinating his work with these distributed drawings or notifying the Construction Manager, in writing, of any discrepancies.
 - P. Coordination with other trades will be required. The Contractor will be required to attend periodic coordination meetings with other trades where requirements, conflicts and coordination issues will be discussed and resolved. Attendance when requested will be mandatory. If inter-Contractor coordination is not satisfactorily performed, the conflicting Contractors shall mutually share the cost to relocate and/or reinstall their work.

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- Q. Contractor shall submit a schedule of values to the Construction Manager, through Building Blok Management System, prior to the submission of their first invoice for approval.
 - R. Contractor is expected to review and coordinate its Work with the complete set of Contract Documents, including all items noted as by his trade whether or not shown on that particular set of drawings. Documents are available at the site for review.
 - S. Contractor is responsible for obtaining all necessary permits required for his work, including street permits. Unless otherwise noted, building permit shall be secured by the Construction Manager. Any subcontractor who will be restricting access to street, right of way or adjacent property must notify the Construction Manager 48 hours in advance.
 - T. Contractor's License: Submit a copy of all business licenses required by local and state agencies.
 - U. Contractor shall absorb, without additional compensation, any and all costs of working beyond normal hours to maintain job progress in accordance with the current construction schedule.
 - V. No asbestos or PCB's in or on any material or equipment will be accepted or allowed on this project. All hazardous materials will be treated in accordance with all State and Federal regulations.
 - W. Each individual Contractor will provide fine clean up on a daily basis. Fine cleaning will be defined as those means/methods utilized to ensure that all odors, dust, and debris will be non-existent within the project area at the end of each workday. In addition, means and methods shall be utilized that prevent the migration of odors, dust, debris, and excessive noise from migrating into non-working areas. An approved cleanup plan will be required before the initial start of the work. The construction manager reserves the right to stop the work, or any portion thereof, upon failure to provide the required cleaning. Contractors will be individually back charged by the Construction Manager for clean up not satisfactorily performed by the Contractor.
 - X. In the event asbestos is uncovered, the Contractor shall notify the Construction Manager of the areas requiring removal of asbestos. The Construction Manager shall then coordinate the removal with the Owner.
 - Y. This project is to be constructed adjacent to and in existing buildings. Contractor shall exercise all due precautions to minimize noise, air pollution and any other construction hazards which in any way would cause discomfort or danger to the occupants of the existing building in the area.
 - Z. Existing mechanical, electrical, plumbing, sprinkler, medical gas, fire alarm, etc. systems will be shut off and locked out by the Owner as required by the Work. Tie-in and

modifications to those systems will be performed by the specific Contractor associated with the work as indicated in the Contract Documents. Re-energizing and re-startup of all systems should be performed by the Owner.

AA. NOT USED

AB. Normal work hours for this project are from 7:00 a.m. to 3:30 p.m. Any work to be performed outside of these hours must receive prior approval from the Construction Manager. Requests to work beyond normal work hours shall be submitted at least 48 hours prior.

AC. Contractor is responsible for having a competent project superintendent/foreman on-site during all work performed under its contract.

AD. In the event the Contractor has non-English speaking employees or subcontractors on the project, they shall have a superintendent or foreman on site, at all times, who speaks English and can communicate with Contractor's employees. Should the Contractor fail to meet this requirement, at any time, Construction Manager may direct all Work to stop until the proper supervision is on site. The Contractor will be responsible for maintaining the project work schedule and make up at its own expense, any delay to the Schedule resulting from the work stoppage.

AE. Punch List Procedures: Contractor shall be given a copy of the punch list with his appropriate work identified. Contractor shall have nine (9) calendar work days to complete its punch list work. On the 10th day or as determined by the Construction Manager, the Construction Manager shall employ other contractors, as required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs incurred.

AF. Contractor shall provide the necessary safety barricades and railings required to complete their work and comply with all OSHA, local code and contract specifications.

AG. Temporary Protection: Provide temporary protection to ensure that no damages occur to existing or new finishes, building components, materials, equipment, etc. In addition, provide all approved signage and safety devices applicable to the referenced temporary protection. An approved temporary protection plan will be required before the initial start of the work.

AH. All contractors will be responsible to review and be familiar with the classroom mock up; established to provide a level of expectation to the bidders during the bidding process.

AI. The contractor's shall be responsible for all quality control and the craftsmanship of the final products delivered.

AJ. Should any work not meet the expectations of the mock ups and the contract documents

it will be rejected and replaced at the contractors cost.

- AK. Contractors are expected to be present with their estimating team at the Pre-Construction meeting; this meeting will discuss the level of expectation expected by all contractors. These meetings are not mandatory; but you are responsible to view and understand the existing conditions of the project before bidding

CONTRACT NO. HHS – 01 GYM AC 1972 BUILDING

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Section 019113	General Commissioning Requirements
Section 019115	HVAC Commissioning Requirements
Section 230500	Common Work Results for Plumbing
Section 230505	HVAC Piping, Fitting and Valves
Section 230593	Testing, Adjusting & Balancing for HVAC
Section 230600	Heating, Ventilating, and Air Conditioning Equipment
Section 230701	HVAC Insulation
Section 230900	Instrumentation and Controls of HVAC & Plumbing Systems
Section 233000	HVAC Air Distribution
Section 260500	Common Work Results for Electrical
Section 260519	Conductors and Cables
Section 260526	Grounding and Bonding
Section 260528	Electrical Firestopping
Section 260529	Hangers and Supports
Section 260533	Raceways and Supports
Section 260534	Surface Metal Raceway
Section 260553	Electrical Identification
Section 262726	Wiring Devices
Section 262813	Fuses
Section 262816	Disconnect Switches

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Furnish, deliver and install a complete AC system for the 1972 gym.
2. ATC controls to be provided by this contractor.
3. This Contractor to provide all plumbing, HVAC, electrical, ATC and balancing report to complete the project.
4. This Contractor to include all necessary roof blocking, patching, flashing, etc. as required to perform the work.
5. Provide all extra roof protection and clean up.

6. All cranes, lifts, etc. needed to perform work (include any permits required).
7. This Contractor to provide all demolition, removal, disposal and clean up associated with project.
8. Provide and install all required insulation.
9. Provide all floor protection for gym floor for duration of project.
10. Verify all electrical conditions before starting work.
11. Provide all joist grade reinforcing as per drawing S-101.
12. Provide final finish cleaning.
13. Commissioning as per specifications.

END OF SECTION

SECTION 012100 - ALLOWANCES

1. RELATED DOCUMENTS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 011100 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- D. For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.
- E. Include in the Contract Sum all lump sum and unit cost allowances stated in the Contract Documents.
- F. Designate in the construction progress schedule the delivery dates for products specified under each allowance.
- G. Designate in the Schedule of Values the quantities of materials required under each unit cost allowance.

2. ALLOWANCES FOR PRODUCTS

- A. The amount of each allowance includes:
 - 1. The cost of the product or labor to the Contractor or Subcontractor, less any applicable trade discounts.
 - 2. Delivery to the site.
 - 3. Labor required under the allowance, only when labor is specified to be included in the allowance. If labor is not specified to be included in the allowance, it shall be included in the Contractor's bid and in the resulting Contract Sum.
 - 4. Applicable taxes.

5. Profit and overhead.
 - B. In addition to the amount of each allowance, include in the Contract Sum the Contractor's costs for:
 1. Handling at the site; including unloading, uncrating and storage.
 2. Protection from the elements and from damage.
 3. Labor for installation and finishing, except where labor is specified to be a part of the allowance.
 4. Other expenses required to complete the installation.
 5. Contractor's and Subcontractor's overhead and profit.
 - C. Refer to Scope Information Sheets under Section 011100 - SUMMARY OF WORK for the amount of each lump sum allowance and for work specified in the specification sections.
3. ADJUSTMENT OF COSTS
- A. Should the net cost be more or less than the specified amount of the allowance, the Contract Sum will be adjusted accordingly by Change Order.
 1. For products and labor specified under a unit cost allowance, the unit cost shall apply to the quantities actually used with a nominal allowance for waste, as determined by receipted invoices, or by field measurement.
 - B. At Contract closeout, reflect all approved changes in Contract amounts in the final statement of accounting.

END OF SECTION

SECTION 012200 - UNIT PRICES

1. GENERAL PROVISIONS

- A. The general provision of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. For work being constructed under separate prime contract, provisions of this Section apply to each contract being bid.

2. BASE BID

- A. The Base Bid shall consist of all work shown or specified in the Contract Documents, exclusive of any Additive Unit Prices specified herein.
- B. The Base Bid shall include all work in any Subtractive Unit Prices specified herein.

3. UNIT PRICES

- A. State in the Bid Form the amount to be added to (or subtracted from) the Base Bid per unit of measurement for each Unit Price specified. State this amount to include all overhead and profit. No surcharge in addition to the Unit Price listed will be permitted.
- B. See Section 002113, INSTRUCTIONS TO BIDDERS for related information.
- C. For description of Unit Prices requested, refer to the specification. The method of stating the Unit Prices is described in the Bid Form.
- D. Where both add and deduct unit prices are requested, there shall not be more than a 10% variation between the two.

4. APPLICATION OF UNIT PRICES

- A. Unit prices stated in the Bid Form will apply from the time the Bid is submitted until Contract completion.

5. MEASUREMENT OF QUANTITIES

- A. Quantities shall be determined by field measurement by contractor personnel and as verified by the Construction Manager.
- B. At the Contractor's option, and at his expense, measurement may be made by a

registered surveyor.

6. LIST AND DESCRIPTION OF UNIT PRICES

N/A

END OF SECTION

SECTION 012300 - ALTERNATES

1. GENERAL PROVISIONS

A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.

B. Refer to provisions in AIA Document A232 – 2009 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.

C. For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.

2. BASE BID

A. The Base Bid shall consist of all work shown or specified in the Contract Documents, exclusive of any Additive Alternates specified herein.

B. The Base Bid shall include all work in any Subtractive Alternates specified herein.

3. ALTERNATES

A. State in the Bid Form the amount to be added to the Base Bid for each Alternate specified.

B. See Section 002113 - INSTRUCTIONS TO BIDDERS for related information.

C. The description of Alternates contained herein is in summary form. Detailed requirements for materials and execution shall be as specified in other sections and as shown on drawings.

Alternate No. 1: Single Zone VAV Unit Field Installed Controls

1. Base Bid: The single zone VAV unit shall be furnished with a combination of factory and field installed controls and devices. All control/devices shall be integrated, coordinated, and installed to provide a complete and functional system.
2. Alternate: Under Alternate provide field installed controls, devices, and sensors. The unit shall include a field installed microprocessor based unit controller as manufactured by Johnson Controls installed by Modern Controls which controls the operation of the unit including the compressors, condenser fan motors, supply fan motor, relief air fan motor discharge air temperature, space temperature, economizer, demand controlled ventilation, modulating gas valve train/heat and modulating hot gas reheat. Labeled terminal strip for field wiring of controls shall be provided by rooftop manufacturer. Rooftop unit manufacturer shall provide protective circuit controls.

Field mounted and wired is an outside air temperature sensor and suction pressure transducer. Field wired for field installation is a supply air temperature sensor. Field install a space air temperature sensor with temperature set point reset, unoccupied override and a space humidity sensor.

Field Installed Controller:

- a. Field installed controller shall be capable of independent stand alone operation and have the ability to communicate and integrate with widely-used building automation systems. Controller shall be IP addressable and be able to reside on a TCP/IP network. Controller shall have 2 RJ-45 Ethernet ports, 1 RS-232 port, and 1 RS-485 port.
- b. Controller shall require a PC with the configuration tool software for configuration and programming. Furnish with graphical user interface over IP option controller so that the unit can be configured through a browser over the internet.
- c. Controller shall have a full calendar schedule for occupied, unoccupied, and holiday scheduling. Interlock with existing ATC system.
- d. Controller shall retain all programmed values in non-volatile memory in the event of a power failure.
- e. Configuration tool software, when connected to unit controller, shall indicate unit status, set points, and faults.
- f. With modulating hot gas reheat a field installed space humidity sensor and a field installed supply air temperature sensor shall be furnished to control the amount of reheat. An electronic modulating reheat controller shall also be furnished. The supply air temperature set point shall be set on the modulating reheat controller.
- g. Furnish controls with the necessary interfaces to communicate via BACNET/IP or LonWorks to the building automation system.
- h. Field installed controller devices, sensors, and controls shall be provided to interface control single zone VAV unit.
- i. As a minimum the field installed controller shall connect to the following available terminals required for controlling of the unit.
 - a) Supply fan enable.
 - b) Cooling stage 1 enable and isolation relay.
 - c) Cooling stage 2 enable and isolation relay.
 - d) Cooling stage 3 enable and isolation relay.
 - e) Cooling stage 4 enable and isolation relay.
 - f) Variable capacity compressor 1 (1.44-5VDC) Signal
 - g) Suction Pressure Sensor – Compressor 1 (0-5VDC)
 - h) Suction Pressure Sensor – Compressor 2 (0-5VDC)
 - i) Heating Stage 1 Enable and Isolation Relay
 - j) Gas heat reset signal (0-10VDC)
 - k) Energy Recovery Wheel Enable and Isolation Relay
 - l) Normally Open and Normally Closed Energy Recovery Wheel Rotation Detection
 - m) Power Exhaust Enable and Isolation Relay
 - n) Exhaust Fan 1 & 2 – w/1 VFD: Signal (0-10VDC)

- o) Economizer Signal (0-10VDC)
- p) Remote Start/Stop of the Unit
- q) Supply Fan 1 & 2 w/2 VFD: Signal (0-10VDC)
- r) Clogged Filter Switch
- s) Reheat Enable and Isolation Replay
- t) Reheat Reset Signal (0-10VDC)
- u) Remote Safety Shutdown
- v) Phase and Brown Out
- w) V1000: std 7.5-20HP VFD
- x) Run Status
- y) Current Feedback (0-10VDC = 0-100%)
- z) Fault
- aa) V1000: std 7.5-20 HP VFD
- bb) Run Status
- cc) Current Feedback (0-10VDC = 0-100%)
- dd) Fault
- j. All inputs and outputs on the manufacturer's controller shall be viewable via the interface.
- k. All septoints and schedules shall be editable via the interface by the Building Automation System.
- l. In addition to standard inputs/outputs provide additional inputs/outputs as required to accomplish sequence of operation and items listed on point list.

Unit manufacturer shall furnish all protective circuits and safeties. Field install all controls and control devices under Division 23 Section, "Instrumentation and Controls for HVAC and Plumbing System". Factory furnish a labeled terminal strip and location within unit for mounting field installed DDC controls.

END OF SECTION

SECTION 012600 - CHANGE ORDER PROCEDURES

1. GENERAL:

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. The Construction Manager is responsible for processing all change orders. Each request will be assigned a change order request (COR) number. The Change Order Request & Execution Form will be initiated via the web-based project management system (Building Blok) used by the CM.
- D. It is to be clearly understood that no extra work shall commence without an approved written and executed change order from the Owner.

2. INITIATING A CHANGE ORDER:

- A. Specific changes initiated by the Owner, Architect, Construction Manager (CM) or Contractor will be processed as follows:
 - 1. The Owner will authorize the Architect to prepare sufficient documents to establish an accurate price. These documents to be forwarded to the Construction Manager and Owner "for pricing only, not authorized for construction." The Construction Manager will develop the estimate (within 2 weeks) showing a breakdown by trades with all trade contractor quotes. The Owner will approve or reject the change request within two (2) weeks. If the Owner elects to proceed with the change, the Construction Manager will prepare formal change orders to the various trade contractors involved in the change and reference in all formal change orders the original change order request number.
 - 2. Field Change: Contractor shall immediately notify the Construction Manager of a change due to field conditions or site conditions. If documents cannot be prepared for pricing due to schedule constraints, the Construction Manager will make every effort in estimating the field change. If the Owner and Construction Manager agree that certain field changes should be handled on a time and material basis, the Construction Manager will closely monitor the Contractor's labor and material affecting this change. At the completion of the work a formal change order will be issued.
 - 3. Contractor Change: If a Contractor initiates a change order for work not included in the Contract, the Construction Manager and Architect will research the validity of the request, verify quantities and pricing and submit to the Owner for approval on a change order request.

- B. The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor, Construction Manager and the Architect.

3. PROCESSING A CHANGE ORDER:

- A. The Contractor will fill in the Change Order Request & Execution Form (COREF) with a brief description of the change, any time extension, and cost changes.
- B. The Contractor will attach to the COREF copies of the written quotations from the trade contractors, Contractors, and suppliers. The Labor Detail Sheet and the Change Order Detail forms must be added as an attachment to the COREF. The Contractor and each sub-tier contractor (as applicable) must fill out the Labor Detail Sheet and Change Order Detail Sheet. Samples of these forms are attached.
- C. In all cases, this cost or credit shall be based on the "DPE" wages required and the "invoice price" of the materials/equipment needed.
- D. "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, FICA, and unemployment insurance (a maximum multiplier of 1.35 times DPE).
 - 1. "Fringe Benefit" is any medical, life or disability insurance, paid time off, etc.
 - 2. "Worker's Compensation" is the insurance required for injuries including medical leave, etc.
 - 3. "FICA" is the costs association with Social Security and Medicare insurance.
 - 4. "Unemployment insurance" is the cost associated with the governmental assessment for employee's unemployment benefits.
- E. "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.
- F. In addition to the above, the Contractor is allowed markup for overhead and profit on additional work performed as outlined in Specification Section 012613, Contractor Compensation.
- G. Building Blok Procedures: The Contractor will submit all change order requests and supporting documentation via the Building Blok web-based project management system. Each Contractor will be issued a unique login and password. Each contractor must submit the information as follows:
 - 1. Create a new change order, from your "To-Do List" by clicking on the "Create Issue"

tab in the upper right corner and select "Change Order Request".

2. The Contractor will enter a brief description of the change in the "Summary" block. A detailed description of the change will be entered in the "Description of Change" block, to include any changes to documents or time extension. The cost of the change will be entered in the "Total Cost Change" block.
3. The Labor Detail Sheet and the Change Order Detail forms must be added as an attachment to the request. The Contractor and each sub-tier contractor (as applicable) must fill out the Labor Detail Sheet and Change Order Detail Sheet. Samples of these forms are included behind this section. In addition to these forms, the Contractor also must attach any material and equipment rental quotations. All of these documents should be scanned and saved as a PDF file. Click on the "Browse" box to upload the file. Be sure to wait until Building Blok tells you the file was "Uploaded Successfully".
4. Once the information is entered on the form and the proper attachments are uploaded, the contractor will click "Save". The Contractor will be prompted to enter their password to approve an electronic signature. Once you save the request you will have an opportunity to check it before submitting it to the CM. After you verify the COREF is correct click "Recommend Approval" to submit the change request to the CM. The Contractor will then be prompted to re-enter the password to approve an electronic signature and complete the submission request. Click on "Home" in the upper left corner to make sure the change order does not appear on your To-Do List.
5. The Change Order Request will then be reviewed by the CM Project Manager and Recommended for Approval, Rejected, or returned to the Contractor for additional information. Once the Construction Manager, Owner, and Architect have approved the request all parties will receive an email from Building Blok notifying them that a fully executed Change Order and Contract Recalculation Form can be downloaded from Building Blok. Hard copies of the executed change order and recalculation form will not be provided by the CM.
6. Once approved on Building Blok, the Contractor is to print out a copy of the approved change order request form and send a signed hard copy of the request with a printout of the associated back-up to the Construction Manager.

It is to be clearly stated that no extra work shall commence without an approval from the **Owner or Construction Manager** or Owner's representative.

END OF SECTION



CHANGE ORDER REQUEST & EXECUTION FORM

110 South Poplar Street
Suite 400
Wilmington, DE 19801

Tel. 302-421-5700
Fax 302-421-5715

DATE:
CONTRACT:
CONTRACTOR:

PROJECT NAME: Howard High School
REQUEST NUMBER:
CHANGE ORDER NUMBER:
STATE PO NUMBER:

The following is a summary of the request submitted by the contractor as described above. All supporting documents have been attached and described herewith. This summary shall contain a total amount of compensation requested by the contractor as well as any request for an extension in contract time. It shall be understood that the amounts described below shall remain valid for a period of sixty days from the date described above unless otherwise stated.

A detailed breakdown of Labor, material, equipment, and subcontract costs must be attached to be considered for review.

1. Summary Description(s):
2. Changes to the Contract Drawings:
3. Changes to the Project Manual:
4. Total Cost Change:
5. Total Time Change:

REVIEWED

This request has been reviewed and ___ approval ___ disapproval is recommended by:

Name	Title	Date
------	-------	------

APPROVED

This change order request is not approved until executed by all parties bound by a contractual relationship. Upon execution it shall represent a modification to the agreement and is subject to all terms and conditions of the contract documents.

Contractor:
Signed By:
Title:
Date:

Architect:
Signed By:
Title:
Date:

EDiS Company
Signed By:
Title:
Date:

Owner:
Signed By:
Title:
Date:



CHANGE ORDER DETAIL FORM
(Provided by contractor, subcontractor or sub tier contractor)

DATE SUBMITTED:

CONTRACT:

CONTRACTOR:

PROJECT NAME: Renovations to Howard High School of Technology

CHANGE ORDER REQUEST #:

LABOR SECTION			
TRADESMAN(s):	LABOR HOURS	RATE (per schedule)	SUBTOTAL
Subtotal			

MATERIAL SECTION			
MATERIAL:	QUANTITY	UNIT COST	SUBTOTAL
Subtotal			

EQUIPMENT SECTION			
EQUIPMENT:	QUANTITY	UNIT COST	SUBTOTAL
Subtotal			

SUBTOTAL	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>
SUBCONTRACTOR/ SUB TIER*	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>
OH & PROFIT (10% on sub/sub tier only)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>
BOND COST	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>
OH & PROFIT (15% on own work)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>
GRAND TOTAL	<div style="border: 2px solid black; width: 100px; height: 20px;"></div>



CHANGE ORDER DETAIL FORM

(Provided by contractor, subcontractor or sub tier contractor)

DATE SUBMITTED:

CONTRACT:

CONTRACTOR:

PROJECT NAME:

CHANGE ORDER REQUEST #:

LABOR SECTION			
TRADESMAN(s):	LABOR HOURS	RATE (per schedule)	SUBTOTAL
Subtotal			

MATERIAL SECTION			
MATERIAL:	QUANTITY	UNIT COST	SUBTOTAL
Subtotal			

EQUIPMENT SECTION			
EQUIPMENT:	QUANTITY	UNIT COST	SUBTOTAL
Subtotal			

SUBTOTAL	
SUBCONTRACTOR/ SUB TIER*	
OH & PROFIT (10% on sub/sub tier only))	
BOND COST	
OH & PROFIT (15% on own work)	
GRAND TOTAL	

SECTION 012613 - CONTRACTOR COMPENSATION

1. GENERAL

- A. The Contractor agrees to perform any additional Work, for the net cost of materials and labor (including wages paid, payroll taxes, and all insurance) plus the following percentage for all of his overhead and profit, which includes Field Supervision:

The percentages to be added or allowed for any Work change involving both added Work and omitted Work shall be applied only to the net difference in cost.

1. 15% mark-up (10% overhead and 5% profit) by the Contractor on Work performed by his own forces.
 2. For work done by a Subcontractor, 10% for subcontractor overhead and 5% for subcontractor profit to which the Contractor may add 7.5% for his overhead and profit combined.
 3. Contractor mark-up shall include supervision, home and field overhead, all self-owned small tools and equipment.
- B. When the Contractor is directed to perform overtime work at the CM (Owner) expense to accelerate contractual work, the cost for same shall only be the actual premium costs incurred by the Contractor.

END OF SECTION

SECTION 012900 - PAYMENT PROCEDURES

1. GENERAL PROVISIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 - 2009 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- C. For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.

2. REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to Construction Manager in accordance with the schedule and procedures established in the Contract Documents.

3. RELATED REQUIREMENTS

- A. Owner-Contractor Agreement.
- B. Conditions of the Contract: Article 9 PAYMENTS AND COMPLETION.
- C. Section 01 31 13: Project Coordination Meetings
- D. Section 01 33 00: Submittal Procedures
- E. Section 01 77 00: Closeout Procedures

4. FORMAT AND DATA REQUIRED

- A. Submit itemized applications inputted into Building Blok (EDiS' Web-Based Project Management software), examples of which will be furnished to the Contractor at the Pre-Construction meeting.
- B. Provide itemized data on Continuation Sheet:
 - 1. Format, schedules, line items and values: Duplicates of those of the schedule of values previously accepted by the Construction Manager.
- C. Once approved on Building Blok, print out two copies and submit signed and notarized copies to the Construction Manager.

5. PREPARATION OF APPLICATIONS FOR PROGRESS PAYMENTS

A. Form: AIA Document G702/CMa

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
2. Fill in summary of dollar values to agree with respective totals indicated on Continuation Sheets.

B. Continuation Sheets:

1. Line items of components of Work will be subject to Owner's review and approval under the Provisions of Section 013300 - SUBMITTALS, and the General Conditions. Continuation Sheets shall follow Schedule of Values submitted with the first application for payment.
2. Fill in total list of all scheduled components of Work, with item number and scheduled dollar value for each item. Fill in values of work completed in the period.
3. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored; round off values to nearest dollar.
4. List each Change Order executed prior to date of submission, at the end of the Continuation Sheets; list by Change Order Number, and description, as for an original component item of work.
5. Contractor is to include a line item for "Closeout Documents" equaling 3.5% of their contract value.

6. PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified in progress payments.

7. SUBMITTAL PROCEDURES

A. Complete Payment Applications:

1. Submit completed Application to the Construction Manager by the date stipulated in the Project Manual.

- B. Number: Submit 2 copies of each Building Blok invoice signed and notarized payment application.

END OF SECTION

SECTION 013113 - PROJECT COORDINATION MEETING

1. PROJECT COORDINATION MEETING

- A. An on-site project coordination meeting will be held on a biweekly basis throughout the project construction period.

2. ATTENDANCE

- A. Attendance at the project coordination meeting is mandatory of each Contractor or major supplier on the project.
- B. The representative of the Contractor shall be the Project Manager and field superintendent, unless a substitute representative has been approved by the Construction Manager.
- C. Contractor will begin attending the Project Coordination Meetings at least 4 weeks prior to mobilization on site, and will continue until the Contractor has fulfilled the obligations of his Contract.

3. AGENDA

- A. The Construction Manager will set the agenda for the biweekly Project Coordination Meeting.
- B. At a minimum, the Contractor shall be prepared to discuss the following:
1. Actual vs. as planned progress for the prior two week period.
 2. Planned construction activities for the next four weeks.
 3. Contract document clarifications.
 4. Coordination items with other contractors.
 5. Quality Control.
 6. Recently issued change orders.
 7. Potential change orders.
 8. Submittals and shop drawings.
 9. Other items requiring Construction Manager's attention.

END OF SECTION

SECTION 013119 – PRE-INSTALLATION MEETINGS

1. PRE-INSTALLATION MEETINGS

- A. An on-site pre-installation meeting will be held at least two weeks prior to commencement of installation of work.

2. ATTENDANCE

- A. Attendance at the pre-installation meeting is mandatory of each Contractor and/or major supplier as required for each specific meeting listed below.

- B. The following individuals shall attend these meetings:

- Contractors' Project Manager
- Contractors' Field Superintendent
- Contractors' Safety Representative (as needed)
- Key Subcontractors, Suppliers, and Vendors
- EDiS Project Manager
- EDiS Field Manager
- EDiS Safety Director (as needed)
- EDiS MEP Specialist (as needed)
- Owner's Representative (as needed)
- Architect/Engineer (as needed)
- Governmental Agency Representatives (as needed)
- Testing/Inspection Agency Representatives (as needed)
- Utility Company Representatives (as needed)

3. SUBMITTALS

- A. Each contractor is responsible to have all submittals and mock-ups, as related to the pre-installation meeting scope of work, submitted and approved prior to commencement of the pre-installation meeting.

4. LIST OF REQUIRED MEETINGS

- Foundations & Concrete Slabs
- Underslab Utilities
- Structural Steel Erection & Miscellaneous Metals OSHA mandated Safety Meeting
- Roofing OSHA mandated Safety Meeting
- Masonry
- Windows, Storefront, & Glazing
- Doors/Frames/Hardware
- Casework & Millwork
- Acoustical Ceilings
- Paint and VWC
- Flooring (VCT, Carpet)
- Epoxy Flooring
- Food Service Equipment

- Partition Walls
 - Metal Studs
 - Drywall
 - Insulation
 - Doors/Frames/Hardware
- Fire Protection
 - Fire Sprinkler Systems
 - Fire Alarm Systems
- MEP Coordination
 - Mechanical Piping Roughin
 - Plumbing Roughin
 - Insulation
 - Electrical Roughin
 - Electrical – Bonding, grounding, lightning protection
 - Automatic Temperature Controls
 - Commissioning

5. AGENDA

- A. At a minimum, the Contractor shall be prepared to discuss the items as listed on the agenda template shown on the following page:

PROJECT: RENOVATIONS HOWARD HIGH SCHOOL OF TECHNOLOGY
PRE-INSTALLATION MEETING: (Phase of Work)

A. ATTENDEES:

<u>NAME</u>	<u>COMPANY</u>	<u>WORK ITEM</u>	<u>CONTRACT</u>
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B. TESTING & INSPECTION REQUIREMENTS

C. REVIEW CONTRACT DRAWINGS AND SPECIFICATIONS

<u>Drawing / Spec No.</u>	<u>Comments / Conflicts</u>
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D. REVIEW SCOPES OF WORK

E. REVIEW RELEVANT RFI'S

F. REVIEW SUBMITTALS

G. REVIEW MATERIALS AND DELIVERIES

H. REVIEW SCHEDULE AND SEQUENCE OF WORK

I. JOB SITE SAFETY

- Safety Plans must be submitted before the start of work
- Certificates of Insurance need to be submitted before the start of work
- Minimum PPE – Hardhats, steel toe boots, safety glasses
- Lock-out, Tag, Test and Try ALL utilities is critical before the start of demolition
- Signage & HAZCOM Requirements
- Potential Hazards
 - Excavations >4 ft
 - Slips/trips/falls
 - Existing utilities to remain and protected

- Overhead debris
- Power tools
- Heavy equipment

J. COORDINATION WITH OTHER TRADES

K. ACTION ITEMS AND RESPONSIBILITY

L. CLOSEOUT

END OF SECTION

SECTION 013125- WEB-BASED PROJECT MANAGEMENT SYSTEM

1. GENERAL PROVISIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- B. Refer to provisions in AIA Document A232 – 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, for requirements in addition to those specified in Division 1.
- C. Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 011100 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- D. All Contractors shall use Internet/Web-based project management software to transmit documents, track, and otherwise manage this project.
- E. Use of this project management software will not change any contractual responsibilities of the construction team members.

2. DEFINITIONS

- A. System: A real time web-based software that shares data, translates data, organizes data, facilitates communication, archives actions, and offers scheduling prompts to identified Users.
- B. Users: Authorized participants of this project furnished with a unique password and authorized to access the system to view/input/export data. Owner, Construction Manager, Architect, and the Contractors are all Users. Other Users may be added as necessary.
- C. Contacts: Entities identified to automatically receive specific transmissions or entities selected to receive specific information sent by the system through to an e-mail address.
- D. Signees: Those individuals identified, by the Contractors, authorized to sign change orders and payment applications via electronic signature. This electronic signature is as contractually binding as an original signature on paper.

3. USE OF SYSTEM

- A. The use of the system is mandatory for the documentation of the transmittal of all non-oral information, even if the actual transmission of the information is by another means.

- B. The use of the system will be mandatory by the Contractors to send, retrieve, and respond to data.
- C. In addition to this web-based project management system, the Contractors will be required to use electronic mail (email) for day-to-day communication and correspondence. Email will be the primary means of transmitting written communication (i.e. meeting minutes, draft pay applications, etc.).

4. QUALITY ASSURANCE

- A. A three hour training session in the use of the software for this project will be offered by the Construction Manager at a location convenient to the project site. Attendance by one member of each Contractor's organization is mandatory. Additional attendees may enroll based on availability of training space. All attendees must have a working knowledge of computers. Training can not begin until three working days after the receipt of the submittals indicated below.
- B. Technical assistance will be provided by on-line help, email, or telephone for all Users through-out the life of the project.

5. SUBMITTALS

- A. Submit to the Construction Manager, within 5 days following the receipt of the letter of intent to award, in an electronic template, the following:
 - 1. Electronic logo of organization (as needed)
 - 2. Names, mailing address and electronic address of its Users and Contacts.
 - 3. Designation the role/responsibility for each User

6. SOFTWARE AND HARDWARE REQUIREMENTS

- A. Each User shall provide and maintain a computer with high speed internet access and an email address. The computer shall have a high speed internet browser (Internet Explorer 8.0 or higher, Firefox version 3.6.12 or higher, Google Chrome or Safari version 5.0 or higher) and a high speed cable Internet access, high speed DSL or T1 line.
- B. License(s) to Use System - Each Contractor will be provided unlimited licenses to use the system for this project. Each license will allow secure unlimited usage from the notice to proceed until the original contract completion date.

7. SYSTEM DESCRIPTION

- A. The web based project management system is a "secure, real-time, interactive, centralized database" specifically established and maintained for the management of

this construction project. The product is designed to facilitate communication and improve the time management of its users by facilitating the sharing of information. Information will be available 24/7, from any computer meeting the specifications listed above. The information is fully protected. The electronic platform allows information to be transmitted across the internet reducing printing and postage costs and the time associated with such activities.

- B. The system contains a directory of the project participants.
- C. The system includes templates, with the CM's letterhead, for each document created inside the system. The template allows the use of "pull down" menus to complete significant portions of each document.
- D. The system allows the templates (and attached documents created outside the system) to be distributed to Users and Contacts.
- E. The System contains "translation software" to permit the viewing (and marking) of documents created outside the system. The system can view documents created by different software programs and can deliver images of its translation to any computer meeting the criteria listed above.
- F. The system can be personalized by the Construction Manager to automatically send e-mail notices upon issuance of certain documents if such a practice facilitates the User's business needs.
- G. The system is the product of ***Building Blok LLC*** (www.buildingblok.com) and will be continuously updated.
- H. The Construction Manager will administer the Building Blok User accounts for this project.

8. DOCUMENTS CREATED INSIDE THE SYSTEM

- A. The following documents shall be created on templates inside the system.
 - 1. Transmittals for submittals processed in the system. The transmittals are automatically created by the system when the submittal is uploaded.
 - 2. Submittal Register showing all of the submittals required of the contract, assigned to each Contractor.
 - 3. Submittal Log: The CM will maintain submittal log after it is initialized.
 - 4. RFI (Requests for Information)
 - 5. Change Orders
 - 6. RFP (Requests for Proposal)
 - 7. ASI (Architect's Supplemental Instructions)
 - 8. Tasks & Memos as determined by the CM

9. Payment Applications
10. Closeout Tracking Log

B. The following documents may, at each Users option, be created on the system.

1. Morning & Afternoon Activity Reports generated by the system
2. E-mails: Contacts that do not have access to the system may be sent information from the system, by the system.
3. Reports of information on the system
4. Project Notices: "Broadcast" messages can be sent to other Users system entry screen.

9. DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED BY THE SYSTEM

A. The following documents are expected to be created outside the system and distributed through the system. The actual documents may be scanned or electronically attached to the transmittal.

1. Technical Submittals: Shop drawings, product data, testing reports, certifications, installation instructions, operation & maintenance manuals, will be submitted and distributed through the system. The Architect will return all submissions through the system electronically. The Construction Manager will distribute submittals (after Architect's action) electronically. Contractors may download and distribute submittals to their subcontractors and suppliers or elect to print paper copies for distribution, or both.
2. Photographs: Digital photographs and scanned images can be loaded onto the system and shared.
3. Schedule of Values/ Payment Applications: (The "pencil" review of these documents can occur inside the system).
4. Change Orders: (The "pencil" review of these documents can occur inside the system.)
5. Schedules: The schedule document(s) will be available for review on the system.
6. Data created in other software may be uploaded to the system electronically.

10. DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED OUTSIDE THE SYSTEM

A. The following documents are expected to be created outside the system and distributed outside the system. The actual documents may be scanned or electronically attached to the transmittal.

1. Schedules: The Construction Manager will develop the Master Schedule through Microsoft Project 2003. The schedule will be distributed either through hard copies at meetings or through email.
2. Product samples, color samples, physical samples are still required to be provided

per the technical specifications, however, the transmittal documenting the distribution shall be done inside the system and submitted electronically and printed to accompany the actual submission.

3. Meeting minutes will be created using Microsoft Word 2003 and distributed through hard copies at meetings or through email.
4. AIA closeout documents, which require an "original" signature, will created and distributed outside the system.

END OF SECTION

SECTION 013216 - CONSTRUCTION SCHEDULE

1. PRE-BID CONSTRUCTION SCHEDULE

- A. Time is a critical element of this Project. By entering a bid, the Contractor agrees to adhere to the intermediate Milestone Dates and Dates of Substantial and Final Completion established herein. The Contractor also understands that all work must be performed in an orderly and closely coordinated sequence in order to achieve the specified Milestones and Completion Dates, and the Contractor hereby agrees to perform his work in conformance with the Pre-Bid Construction Schedule established herein, or with the then current and approved Project Construction Schedule as amended from time to time by the Construction Manager.
- B. The Pre-Bid Construction Schedule includes allowances for time lost due to adverse and abnormal weather conditions, other than floods, hurricanes, tornadoes, lightening and other like acts of God. The Contractor understands and agrees that it shall not be entitled to any extensions of the Contract Time or adjustment to the Contract Sum, except as allowed in the General Conditions of the Contract for Construction. The Contractor further acknowledges that the Work may be required to be performed during the winter season, that conditions during this season may be adverse and abnormal, but that such conditions will not be the basis for an extension of the Contract Time or adjustment to the Contract Sum.

2. SCHEDULING OF THE WORK AFTER AWARD OF CONTRACT

- A. After award of Contract, or issuance of a Notice to Proceed, the Contractor will meet with the Construction Manager to review the Pre-Bid Construction Schedule, and the overall project plan for construction. Following the above review the Contractor will meet with each subcontractor and supplier to view the detailed plans for performing his Work. Following these meetings and within fourteen (14) days after award of the Contract or issuance of a Notice to Proceed, the Contractor shall prepare and submit for the Construction Manager's approval a Work Schedule providing for the expeditious, timely and practical execution of the Work. The Contractor's Work Schedule shall include activity descriptions and durations for shop drawings, fabrication, delivery and installation. If the Construction Manager so requests, the Contractor shall provide adequate explanation regarding crew sizes, production rates and similar data used to arrive at the durations and sequences.
- B. The Construction Manager shall review the Contractor's Work Schedule, coordinate it with the separate work by other contractors, the Owner and the Construction Manager, and after coordination, shall incorporate it into the approved Project Construction Schedule. The approved Project Construction Schedule shall be issued to the Contractor and the Contractor shall perform his Work in conformity therewith.
- C. The Contractor shall submit proposed schedule revisions and obtain the written

approval of the Construction Manager therefore before deviating from the Project Construction Schedule.

- C. The Construction Manager will incorporate approved schedule revisions into the Project Construction Schedule, and shall otherwise update and revise the Project Construction Schedule as the Construction Manager, at his sole discretion, deems necessary.

3. ADHERENCE TO THE SCHEDULE

- A. The Contractor shall start each part of its Work on the date designated for start in the approved Project Construction Schedule unless advised by the Construction Manager. The Contractor shall carry the Work forward expeditiously with adequate forces, equipment and materials, and shall complete each part of his work on or before the date designated in the approved Project Construction Schedule.
- B. If the Construction Manager determines that the Contractor is behind schedule, the Construction Manager shall have the right to require that the Contractor take steps, at the Contractor's expense, to accelerate its Work. Such steps shall include increases in manpower, equipment and materials and/or overtime as the Construction Manager may deem necessary. If the Contractor fails to comply with the Construction Manager's instructions relating to improved rate of progress, the Contractor may be held in default under the appropriate provisions of the General Conditions of the Contract.
- C. Each Contractor shall, if directed by the Construction Manager, provide the Construction Manager a 2-week look ahead of anticipated manpower showing the number of men, classification, and anticipated work.
- D. Work to start January 15, 2017 and be complete by July 30, 2017.

END OF SECTION

SECTION 013219 - SUBMITTAL REGISTER

1. SUBMITTALS/SUBMITTAL REGISTER

- A. The Contractor shall submit all items listed or specified within the sections of the Specifications included in its Work. Submittals shall include such items as: contractor's, manufacturer's or fabricator's drawings; descriptive literature including, but not limited to, catalog cuts, diagrams, operation charts or curves; test reports; samples, operations and maintenance manuals, including parts lists; certifications; warranties and other required submittals. Submittals pertinent to materials and equipment which are subject to advance approval shall be scheduled and made prior to the acquisition or the delivery thereof.
- B. The Contractor shall carefully control procurement operations to assure that each individual submittal is made on or before the dates required for timely performance of its Work.
- C. Within seven (7) days after award of Contract or issuance of Notice to Proceed, the Contractor shall execute and submit to the Construction Manager, seven (7) copies of the Submittal Register, on a form to be provided by the Construction Manager, on which shall be listed each item of equipment and material of each type for which fabricator's drawings and/or related descriptive data, test reports, samples, spare parts, operation and maintenance manuals, or other types of submittals required by the Specifications. The Submittal Register form shall be reproduced by the Contractor. The order of listing of items on the Register shall conform to the sequence of the items as they occur within the divisions. Drawings of component items forming a system or that are interrelated shall be scheduled to be correlated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time shall be allowed for review and approval and possible resubmittal of any item subject to approval, because no delay damages or time extensions will be allowed for time lost in late submittals or resubmittals. The Construction Manager and Architect/Engineer will review the Submittal Register for approval action. The approved Register will become a part of the Contract and Contractor will be subject to requirements thereof. The Contractor shall revise and/or update the Register monthly to take into account all changes in the Contract. Each such revised edition and/or revision to the Register shall be resubmitted to the Construction Manager. This Register shall be coordinated with related submittals of other Contractors.

2. SAMPLES

- A. Submit tagged or labeled samples in triplicate, unless another quantity is otherwise specified by the Construction Manager.
- B. Tags or labels shall be securely affixed and contain as a minimum the following information: Project Name, Contractor's Name, Contract Title and Number, Date, Transmittal Number, Product Manufacturer's or Fabricator's Name and Product Identifier.

END OF SECTION

SECTION 013226 - CONTRACTOR DAILY REPORTS

1. CONTRACTOR DAILY REPORTS

- A. The Contractor shall submit a Daily Report to the Construction Manager on the forms provided covering the following subjects:
 - 1. Work in Progress, including areas where work is being performed, nature of the operations in progress, and the manpower assigned.
 - 2. Extra Work (Time and Material) in progress.
 - 3. Materials Received.
 - 4. Trade labor breakdown including identification of all workers on site and the number of hours (or portions thereof) worked by each.
 - 5. Inspection Checklist (performed daily).
- B. The Contractor shall submit the Daily Report to the Construction Manager by 9:00 AM on the next workday following the workday covered in the Daily Report.

2. DAILY EXTRA WORK REPORT

- A. The Contractor shall submit on the form provided a Daily Extra Work Report on each day he performs authorized Extra Work on a time and material basis.
- B. A separate Daily Extra Work Report shall be submitted for each separate authorized Extra Work item done on a time and material basis.
- C. The Contractor shall submit his Daily Extra Work Report as an attachment to his Daily Report by 9:00 AM on the next workday following the workday covered in the Daily Extra Work Report.

3. Sample Daily Report

- A. A sample daily report follows this section for your reference.

END OF SECTION

CONTRACTOR'S DAILY REPORT

Project Name: Renovations to Howard High School of Technology

Date:

Contractor:

Contract No. & Description:

Weather:

Foreman's Name (Print)

TRADE	*CLASS	MANPOWER COUNT	TOTAL MAN HOURS	TODAY'S DESCRIPTION / LOCATION OF WORK
	TOTAL			

* INDICATE: F = FOREMAN; J = JOURNEYMAN; A = APPRENTICE

Work Status/Work Planned:

Construction Equipment:

Qualified Operator(s)

Deliveries or Materials:

Machinery, tools, material, and equipment to be used:

Inspection of work area, machinery, tools, material, or equipment

The use of any machinery, tool, material, or equipment which is not in compliance with any applicable requirement

Is prohibited. Such machine, tool, material or equipment shall either be identified as unsafe by tagging or locking The controls to render them inoperable or shall be physically removed from its place of operation.

Please See Other Side

Below is a general checklist of requirements on this project. Contractors will check off items that pertain to their contract and project tasks. Notify EDis Field Manager of any issues. This checklist is not meant to be all inclusive. Please refer to additional OSHA regulations for compliance.

House Keeping

- ☐ Material Storage Area's Orderly
- ☐ Trash Containers Available and Emptied daily
- ☐ Fire Hazards
- ☐ Lighting and ventilation
- ☐ Exits and Stair clear passage
- ☐ Walkways, corridors clear passage
- ☐ Daily debris /trash removal
- ☐ _____

Personal Protective Equipment

- ☐ Hard Hats being worn
- ☐ Safety Glasses with side shields being worn
- ☐ Secondary Eye/Face protection
- ☐ Respirators as required
- ☐ Hand protection when needed
- ☐ Ear protection when needed
- ☐ Inspected & Maintained
- ☐ _____

Fire Prevention

- ☐ Fire extinguishers inspected
- ☐ Flammable / Combustibles properly store
- ☐ Approved Fuel cans used and labeled
- ☐ Oxygen / Acetylenes stored properly
- ☐ _____

Electrical

- ☐ GFI in use
- ☐ Three prong insulated extension cords used
- ☐ Extension cords in good condition
- ☐ Lockout / Tag-out program in use
- ☐ _____

Excavations

- ☐ Miss Utility been contacted
- ☐ Properly Barricaded
- ☐ Ladders in use at depths over 4'-0"
- ☐ Ladders every 25'-0" distance
- ☐ Shored, sloped, benched as required
- ☐ Dewatering as needed
- ☐ _____

Ladders

- ☐ Good condition
- ☐ Correct pitch
- ☐ Extends 3'-0" above landing
- ☐ Open and secured / tied off
- ☐ _____

Scaffolds

- ☐ Certified Scaffold Installer
- ☐ Guardrails, toe boards, and planking secured
- ☐ Appropriate signage
- ☐ Adequate cross bracing
- ☐ Secured to building over 25'-0" in height
- ☐ _____

Cranes

- ☐ Rated Load Capacity available in cab
- ☐ Swing Radius barricaded
- ☐ Appropriate certificates / decals / hand signals
- ☐ Daily safety inspection log completed
- ☐ _____

Fall Protection

- ☐ Fall protection plan on file
- ☐ Full harness / shock absorbing lanyard used
- ☐ Anchoring points secured
- ☐ Perimeter barricades
- ☐ Open sided floor protection
- ☐ 6'-0" Tie-off utilized
- ☐ _____

Paperwork

- ☐ MSDS Information
- ☐ Contractors Safety Program
- ☐ Hazardous Communications Training
- ☐ Hazardous Communications Program
- ☐ Contractor Qualified Representation
- ☐ _____

Other

- ☐ _____
- ☐ _____

Foreman / Competent Person:

Print Name _____

SECTION 013300 – SUBMITTAL PROCEDURES

1. GENERAL PROVISIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.

2. ITEMS TO BE SUBMITTED AT START OF WORK

- A. Performance/Labor and Material Payment Bond(s): One (1) copy of each bond simultaneously with the signed Agreement. See General Conditions Article 11.4 and Supplementary Conditions.
- B. Policies or Certificates of Insurance: Two (2) copies simultaneously with the signed Agreement. See General Conditions Article 11 and Supplementary Conditions.
- C. Contractor's License: Submit a copy of all business licenses required by local and state agencies.
- D. Contractor's Schedule of Values: Two (2) copies for approval within 21 days after the Agreement is signed. See General Conditions Article 9.2 and provisions in this Section.
- E. Contractor's Progress Schedule: Two (2) copies for review and reference within 21 days after the Agreement is signed. See General Conditions Article 3.10 and provisions in this Section.
- F. Submittal Schedule: Two (2) copies for review and reference within 21 days after the Agreement is signed. See provisions in this Section.
- G. Products List: Two (2) copies for approval within 30 days after the Agreement is signed. See provisions in Section 016200 - MATERIAL AND EQUIPMENT.

3. NON-RESIDENT CONTRACTOR & SUBCONTRACTORS BONDS

- A. Refer to requirements in Section 011100 - INSTRUCTIONS TO BIDDERS for filing of Surety Bonds with the Division of Revenue.
- B. If such bonds are required on this project, it will be the responsibility of the Contractor to produce evidence to the Construction Manager that they have been filed, or if not required, to supply a notarized statement that they are not required. This must be done within seven (7) days after award of Contract and in any event before construction starts.

4. RELATED REQUIREMENTS

- A. See Section 017700 - CONTRACT CLOSE OUT: for submittal requirements for Contract Close out.

5. SUBMITTALS

- A. All submittals shall be directed to the Construction Manager in the manner directed by the Construction Manager, and paragraph 9 of this section. Contractor shall use the Contractor Submittal Form appended to this section.
- B. Prepare a Submittal's Schedule for Shop Drawings, Product Data and Samples. Show:
1. The dates for Contractor's submittals.
 2. The dates submittals will be required for Owner-furnished products.
 3. The date approved submittals will be required from the Architect.
- C. Should the Architect or Construction Manager elect to omit any items from the list of items to be reviewed, it shall not relieve the Contractor from compliance with the Contract Documents with regard to that item. In such instance, the Contractor may still elect to have submittals prepared for his own use without review by the Architect or Construction Manager.

6. SHOP DRAWINGS

- A. Conform to provisions in General Conditions applying to Shop Drawings.
- B. Present in a clear and thorough manner.
1. Identify details by reference to sheet and details, schedule or room numbers shown on Contract Drawings.
 2. Maximum sheet size: 30" x 42".

7. PRODUCT DATA

- A. Conform to provisions in General Conditions applying to Product Data.
- B. Preparation:
1. Clearly mark each copy to specifically identify products or models pertinent to project.

2. Show performance characteristics and capacities.

3. Show dimensions and clearances required.

4. Show wiring or piping diagrams and controls.

C. Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the Work.

2. Supplement standard information to provide information specifically applicable to the Work.

8. SAMPLES

A. Conform to provisions in General Conditions applying to Samples.

B. Provide samples of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the project, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.

C. Field samples and mock-ups; See requirements, if any, in other specification Sections.

9. SUBMITTAL REQUIREMENTS

A. Make submittals promptly through the Construction Manager in accordance with published schedule, and in such sequence as to cause no delay in the Work or in the Work of any other contractor.

B. Number of submittals required.

1. Shop drawings: Submit eight (8) copies for each submittal. Copies will be marked up with corrections and comments, stamped and returned. Any additional copies required by the Contractor shall be made by him.

2. Product Data: Submit a clear .pdf scan of each submittal on to Building Blok. Scanned shop drawings will be marked up with corrections and comments, stamped and returned. Any additional copies required by the Subcontractor shall be made by him from the returned scan.

3. Samples: Submit three (3) each. Submit a scanned picture of the submittal on to

Building Blok with a transmittal document showing the date sent to the construction manager. When approved it will be returned to the Construction Manager to be retained at the site for reference use.

C. Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title and number.
3. Contract identification.
4. The names of the Contractor, Supplier and Manufacturer.
5. Identification of the product, with the specification section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on resubmittals.
11. An 8 inch x 3 inch blank space for Contractor and Architect's stamps.
12. Contractor's stamp, initialed or signed, certifying review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents. Submittals which have not been stamped with this stamp or its approved equivalent will be returned without being reviewed.

D. Shop Drawing coordination and interface with work of other Contracts and adjacent work is the responsibility of each individual Contractor.

E. All submittals shall be accompanied by the contractor's submittal form, a copy of which is part of this section. The contractor's submittal form must be completed in its entirety by the contractor.

10. RESUBMISSION REQUIREMENTS

A. Make any corrections or changes in the submittals required by the Architect and resubmit until approved.

B. Shop drawings and Product Data:

1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
2. Indicate any changes which have been made other than those requested by the Architect.

C. Samples: Submit new samples as required for initial submittal.

11. FINAL DISTRIBUTION OF APPROVED SUBMITTALS

- A. The Construction Manager will receive and log submittals and forward to Architect after processing.
- B. The Construction Manager will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp to:
 1. Contractor that made submittal.
 2. Jobsite File.
 3. Record Document File.
 4. Other Contractors, as required for coordination.
- C. The Construction Manager will distribute samples as required.
- D. The Contractor will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp to:
 1. Subcontractors.
 2. Suppliers.
 3. Fabricators.

12. SCHEDULE OF VALUES

- A. Input online using Building Blok version of AIA Document G703, Continuation Sheet to G702.

13. PROGRESS SCHEDULE

- A. Prepare schedules in the form of a horizontal bar chart.

1. Provide separate horizontal bar chart for each trade or operation.
 2. Horizontal time scale: Identify the first work day of each week.
 3. Scale and spacing: To allow space for notations and future revisions.
 4. Minimum sheet size 11 inches by 17 inches.
- B. Format of listings: The chronological order of the start of each item of work.
- C. Show the complete sequence of construction by activity.
- D. Show the dates for the beginning, and completion of, each major element of construction such as:
1. Site clearing.
 2. Site utilities.
 3. Foundation work.
 4. Structural framing.
 5. Subcontractor work.
 6. Equipment installation.
- E. Show projected percentage of completion for each item as of the first day of each month.
- F. Update Progress Schedule monthly and submit with Application for Payment and Schedule of values.
- G. Indicate progress of each activity to date of submission.
- H. Show changes occurring since previous submission of schedule:
1. Major changes in scope.
 2. Activities modified since previous submission.
 3. Revised projections of progress and completion.
 4. Other identifiable changes.

- I. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays and the impact of the schedule.
 - 2. Corrective action recommended, and its effect.
 - 3. The effect of changes on schedules of other prime contractors.
- J. Submit one reproducible transparency.
- K. After review, distribute copies of the schedule to:
 - 1. Jobsite File.
 - 2. Subcontractors.
 - 3. Architect.
 - 4. Owner.
- L. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

END OF SECTION

SECTION 013500 – CONTRACTOR EMPLOYEE BACKGROUND CHECK

1. It is the Contractor's responsibility to perform background checks and screen all employees working onsite. The background check must include checking for a previous history of Child Abuse Convictions, Child Molestation Convictions, Felony Convictions, and Drug Convictions within the last 5 years. Any employee with any of these convictions may not enter the job site or school campus. This background check must be completed and screened by the contractor prior to an employee entering the job site. The background check cannot be any older than 1 year prior to the date of the contract between the Contractor and the Owner. The Construction Manager, the Owner's representative and the Owner have the right to request that the screening data be submitted on a case-by-case basis.
2. The contractor is required to provide the Construction Manager written notice verifying background checks were completed and screened by the contractor prior to an employee entering the job site. This notice will contain the individual's name and the last four digits of their social security numbers. Notices must be received no later than two (2) working days before access is required. Notices will be forwarded electronically to the Construction Manager. A sample notice follows this section for your reference.

END OF SECTION

November 2, 2016

Date

Project Manager
EDiS Company
110 South Poplar Street
Wilmington, DE 19805

RE: INSERT PROJECT NAME - Certification of Background Checks

Dear _____:

This letter is to certify that background checks have been completed in accordance with Section 013500 Contractor Employee Background Check. The following individuals are certified as having met the requirements of the specification:

<u>Name</u>	<u>Last 4 SSN</u>
Mr. John Smith	1234

If you require any additional information you may contact INSERT POINT OF CONTACT, PHONE NUMBER AND EMAIL ADDRESS.

Sincerely,

Company

NAME
TITLE

SECTION 013523 - SAFETY PROGRAM

1. GENERAL

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety activities and programs in connection with the Work.
- B. Contractor shall be responsible for the safety of its personnel.
- C. Hard hats and safety glasses must be worn by all personnel on the jobsite, except in contractor's administrative office/trailer. All equipment must comply with OSHA standards. All job site personnel shall wear long pants, shirts (no tank tops), high visibility garments, and work boots.

2. SAFETY PROGRAM

- A. Prior to commencing the Work, the Contractor shall submit to the Construction Manager (1) electronic copy and (1) bound copy of its safety program and one (1) copy of MSDS information in a 2" ringed notebook. One paper copy of the safety program and MSDS will be retained by the Construction Manager in the field office.
- B. The safety program shall outline those hazards peculiar to the Contractor's Work, and the steps to be taken to eliminate or reduce the risk of injury or loss due to those hazards. The program shall be site specific. Contractor shall implement and enforce its safety program, which is in accordance with all OSHA, Federal, State and local laws.
- C. Contractor shall designate a qualified Safety Supervisor to implement the safety program. Unless otherwise approved by the Construction Manager, the Safety Supervisor shall be the Contractor's field Superintendent/Foremen.
- D. Contractor shall furnish the names and qualifications of the competent persons and qualified persons who may be required for their scope of work by the Contractor's safety procedures, and by federal, state and/or local regulations. Examples include competent persons and/or qualified persons for steel erection, excavation, scaffold erection, confined space entry, crane and rigging operations, annual crane inspections, fall protection including horizontal lifeline systems, etc.
- E. The employer shall verify compliance by preparing a written certification record. The written certification record shall contain the name or other identity of the employee trained, the date(s) of the training and the signature of the person who conducted the training or the signature of the employer. If the employer relies on training conducted by another employer or completed prior to the effective date of this section, the certification record shall include the date the employer determined the prior training was adequate rather than the date of actual training.

- F. Copies of any and all documents, including information stored electronically, such as safety and health program handbooks and training certification records.
 - 1. The employer shall instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury. Please forward certification (document) of training for each employee on an EDiS project. The latest training certificate shall be maintained.
- G. Contractor Daily Reports with Safety Inspection Checklist will be submitted daily to Field Manager, verifying inspection of work area, machinery, equipment and tools.
- H. Prior to starting work on-site, the Contractor shall arrange with the on-site Field Manager to have their employees complete the EDiS Company Zero Accidents Safety Orientation program.
- I. Contractor shall hold weekly safety toolbox talks with all of its employees every Monday at 12:30 PM. The Contractor shall designate a responsible, capable person to conduct these meetings. Contractor's safety supervisor or superintendent must submit to the Construction Manager weekly toolbox talks attendance sheets and the topics discussed.

3. SUBSTANCE ABUSE POLICY STATEMENT

The Construction Manager is committed to providing a safe work site environment for its employees and Contractors' employees. The Construction Manager does not condone or permit employees and Contractors' employees to use or be under the influence of drugs or alcohol while they are on any of the Construction Manager work sites. The Policy is as follows:

- A. It is a violation of the Construction Manager's policy for employees and Contractors' employees to use, possess, sell, trade, or otherwise engage in the use of illegal drugs and alcohol.
- B. It is a violation for employees and Contractors' employees to report to work while influenced by illegal drugs or alcohol.
- C. It is a violation for employees and Contractors' employees to use prescription drugs illegally (i.e. to use prescription drugs that have not been legally obtained) and to use prescription drugs in a manner other than the prescribed intentions.
- D. Employees and Contractors' employees who are taking medication, which is prescribed by their physician, are expected to discuss potential side effects with their prescribing physician, as it relates to the work requirements.

Violations of this policy will require disciplinary action. If any employees or Contractors' employees are observed or suspected of being influenced by drugs or alcohol, they will be instructed to stop work and may be required to leave the work site.

4. EXECUTION

- A. Contractor shall comply with all applicable federal, state and local laws, regulations and orders relating to occupational safety and health, and related procedures, and shall, to the extent permitted by law, indemnify and hold Construction Manager, Owner and Architect, and their respective directors, officers, or agents and employees, harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from a claim filed by anyone in connection with the aforementioned acts, or any rule, regulation or order promulgated thereunder, arising out of the Contractor's Work, this Agreement or any subcontract executed in prosecution of the Work. Contractor further agrees in the event of a claim of violation of any such laws, regulations, orders or procedures arising out of or in any way connected with the performance of this agreement, Construction Manager may immediately take whatever action is deemed necessary by Owner and/or Construction Manager to remedy the claim or violation. Any and all costs or expenses paid or incurred by Owner and/or Construction Manager in taking such action shall be borne by Contractor, and may be deducted from any payments due Contractor.
- B. The Contractor agrees to (1) take all necessary steps to promote safety and health on the job site; (2) cooperate with Owner and/or Construction Manager and other Contractors in preventing and eliminating safety and health hazards; (3) train, instruct and provide adequate supervision to ensure that its employees are aware of, and comply with, applicable Federal and State safety and health laws, standards, regulations and rules, safe healthful work practices and all applicable safety rules, regulations and work practices and procedures (4) not create any hazards or expose any of its employees, employees of the Owner and/or Construction Manager or employees of Contractors to any hazards; and (5) where the Contractor is aware of the existence of a hazard not within its control, notify the Construction Manager of the hazard as well as warn exposed persons to avoid the hazard.
- C. The Contractor's Superintendent or Safety Supervisor shall immediately, verbally report, and promptly thereafter confirm in writing to the Construction Manager any unsafe conditions or practices that are observed, or violations of job safety which are not within the Contractor's control.
- D. Contractors shall immediately, verbally report, and promptly thereafter confirm in writing, to the Construction Manager any unsafe practices or conditions that are observed which are not under the Contractor's control.

- E. The Contractor's Superintendent or Safety Supervisor shall insure that adequate first aid supplies are available, and that personnel are qualified to administer first aid/CPR, as required by State and/or Federal regulations.
- F. Contractor shall promptly notify Construction Manager of any personal injury requiring medical treatment of any of the Contractor's employees at the Project site; or of significant damage to property arising in connection with Contractor's performance, as promptly as possible after the occurrence of such injury or damage. Within twenty-four hours of such occurrence, Contractor shall furnish to Construction Manager a complete written report of such injury or damage.
- G. Contractor certifies that the forgoing terms shall be made applicable to all Contractors' suppliers, materialmen or anyone furnishing labor and/or materials to the site.
- H. The Contractor shall continue to educate his job Safety Supervisor or Superintendent of their responsibilities, which shall include:
 - 1. Instructing workers and subcontractors under its supervision in safe work practices and work methods at the time they are given work assignments.
 - 2. Ensuring that its workers and subcontractors have and use the proper protective equipment and suitable tools for the job.
 - 3. Continuously checking to see that no unsafe practices or conditions are allowed to exist on any part of his job.
 - 4. Acquainting its workers and subcontractors with all applicable safety requirements and seeing that they are enforced.
 - 5. Setting a good example for his workers.
 - 6. Making a complete investigation of accidents to determine facts necessary to take corrective action.
 - 7. Promptly completing a "Supervisor's Investigation Form" with his Supervisor's assistance and distributing as required. This form will be provided by the Construction Manager.
 - 8. Holding weekly "tool box" safety meetings with his men to:
 - a. Discuss observed unsafe work practices or conditions including a review of current Construction Manager safety report.
 - b. Review the accident experience of his crew and discuss correction of accident

causes.

c. Encourage safety suggestions from his men.

9. Seeing that prompt medical treatment is administered to an injured employee.

10. Correcting or reporting immediately to job superintendent any observed unsafe conditions, practices or violations of job security.

11. Making all reports required by these Contract Documents to the Construction Manager in a full and timely fashion.

5. SAFETY MEETINGS

A. The Contractor's Project Manager or Superintendent shall attend weekly or biweekly supervisory job meetings. The first topic of these meetings will be job site safety. The weekly safety reports will be reviewed and violations must be corrected immediately. Contractors will be encouraged to participate in the on-going jobsite safety.

6. TOOL BOX SAFETY MEETINGS

A. The Contractor shall schedule weekly "tool box" safety sessions to be held by his job safety supervisor or superintendent for all of his employees.

B. A member of the Contractor's management staff shall periodically attend "tool box" safety sessions to evaluate their effectiveness and offer any appropriate suggestions for improvement.

7. REPORTS

A. Contractors shall report all accidents or injuries on a timely basis in accordance with all applicable regulations.

B. Contractors shall promptly complete an accident investigation report of all accidents.

C. A record of all "tool box" safety sessions shall be made and submitted to the Construction Manager on forms to be provided.

8. SAFETY REPRESENTATIVE

A. The Construction Manager may employ the services of a Safety Representative on the project.

B. The Safety Representative *will* visit the job site on a weekly basis to determine if the work is being performed in a safe manner and in accordance with OSHA, State and

Local safety regulations. Safety representative is not responsible for observing and documenting all possible safety violations. The Contractor's Safety Representative or Superintendent shall attend job site safety inspections with the Safety Representative on a weekly basis.

- C. The Safety Representative will file a written report with the Construction Manager at the end of each inspection listing the safety violations observed during the inspection.
- D. The Construction Manager will distribute the Safety Representative's report to all Contractors. All safety violations must be corrected immediately.

9. RIGHT TO STOP THE WORK DUE TO SAFETY VIOLATIONS

- A. The Construction Manager, in its sole discretion, may order the Contractor to stop the work due to safety violations under the following circumstances:
 - 1. If the Construction Manager observes the Contractor is violating safety regulations and the Contractor takes no immediate action to correct the violation.
 - 2. If the Contractor has been notified by the Construction Manager in writing that he is in violation of safety regulations and fails to take action to correct the violation within 24 hours of the notice.
- B. If the Construction Manager directs the Contractor to stop the work due to safety violation, it will be done in accordance with the General Conditions of the Contract. Contractor shall not be permitted an adjustment of the Contract Time or Sum for the days lost to any suspension of work.
- C. If the Construction Manager or Safety Representative observes Contractor's employee violating this safety program or OSHA Standards in an habitual manner, or creating a serious life safety violation, the Construction Manager or Safety Representative may instruct the Contractor's superintendent or foreman to remove the violator from the work site for failure to comply with the safety program and the contract.

10. EMERGENCY PROCEDURES

- A. The Construction Manager shall establish a central meeting location for the assembly of all Contractors' employees in the event of a major job site emergency.
- B. Contractor shall assemble all of their personnel and account for all employees. Contractor must immediately report to the Project Superintendent with the status of their employees.

11. FALL PROTECTION PROCEDURES

- A. Contractor is responsible, in accordance with federal, state, local laws and regulations including OSHA. Contractor to provide and enforce their own site specific fall protection program and equipment. The following fall protection procedures shall be enforced by all Contractors as a minimum standard.

All workers on walking/working surfaces with unprotected sides or edges six feet (6') or higher above the next lower level must be protected from falls by the use of guardrail systems, net systems, fall arrest systems or control access zone programs. It is intended that when fall protection is required, it is required 100% of the time. All contractors are reminded that relevant industry regulations require that contractors comply with the following standards.

1. Workers constructing or working near leading edges must be protected.
 2. Workers on the face of formwork or reinforcing steel must be protected at a height of 6 feet (6') or greater.
 3. Scaffolds shall be guarded at 6 feet (6') above next lower level.
 4. Brick layers performing overhand bricklaying and related work six feet (6') or higher above lower levels must be protected from falls.
 5. Roofers must comply with OSHA standards for roof work.
 6. The Contractor's controlled access zone plan shall be included in their site-specific safety program and shall be submitted prior to the start of work. Contractors are responsible for assuring programs are OSHA compliant.
 7. Guidelines for Residential Construction or any interpretations will not be accepted in lieu of 1926 Standards.
 8. Contractors must provide certification per OSHA CFR29 § 1926.503(b) of employee training and retraining on fall protection upon request.
- B. Contractor shall provide its own fall protection. Fall protection may be provided by guardrail systems, net systems, or personal fall arrest systems. All fall protection systems must comply with OSHA standards.
- C. Stepladders, exposed to shafts or edges of the building, greater than six feet (6') above the next lower level, must be tied off or otherwise secured. Employee must wear fall protection, i.e. harness/lanyard.
- D. The Safety Cable System shall not be altered or removed without a written request submitted to the Project Manager with a copy to the Field Manager. It shall be the responsibility of each and every Contractor that is removing or altering the Safety

Cable System to maintain the fall protection safety provided by the safety cable and not leave the area unprotected. Each and every Contractor shall be responsible to re-install the Safety Cable System immediately after work is completed. Each and every Contractor shall be responsible to re-install the Safety Cable System in accordance to OSHA standards.

E. Fall protection will be enforced for Structural Steel Erectors.

1. As for a Contractor engaged in structural steel erection, the Contractor is specifically advised that structural steel erectors shall comply with all protection requirements for all work at a height of six feet (6') or greater above the next lower level, 100 percent of the time, by any of the following means.

- a. Standard guardrail system.
- b. Personal Fall Arrest System (PFAS) – full body harness with shock absorbing lanyard. Maximum free fall distance permitted, with lanyard and lanyard attachment shall not exceed six feet (6'). Anchor point must be capable of supporting five thousand pounds. Perimeter guard cables or alignment cables may not be used for anchor points.
- c. Access to work area shall be provided by ladders. There shall be sufficient number of ladders available to reduce the amount of "beam walking." When it is absolutely necessary to traverse a beam, 100% fall protection must be utilized.
- d. Steel erection Contractors must, at all times, be able to certify in writing that each of his employees has been properly trained in both OSHA fall protection standards and the Contractor's site specific project fall protection procedures.
- e. Prior to the erection of the steel, the Contractor shall meet with the Project Manager and Safety Representatives to review and document site specific procedures.

12. AIRBORNE CONTAMINENTS PROCEDURES

- A. Contractor must provide and use equipment furnished with Exhaust Purifiers / Scrubbers when any equipment produces airborne containments and will be used in an enclosed building.
- B. The Contractor shall verify air quality by the use of air monitoring equipment and document such verified air quality on the daily report. The monitoring equipment shall, at a minimum, be designed with an auditory alarm and shall provide continuous

monitoring of these four gases: Oxygen, Hydrogen Sulfide, Carbon Monoxide and Combustible gases.

- C. The Contractor must provide administrative or engineering controls to protect its workers from exposure to occupational health, environmental or other hazards to be implemented whenever feasible. When such controls are not feasible to achieve full compliance, protective equipment or other protective measures shall be used to keep the exposure of employees to air contaminants within the limits prescribed by local, state, and federal regulations. Any equipment and technical measures used for this purpose must first be approved for each particular use by a competent industrial hygienist or other technically qualified person. Whenever respirators are used, their use shall comply with 1926.103.

END OF SECTION

CONTRACTOR COMPETENT / QUALIFIED PERSON DESIGNATION LOG

Project:

Field Manager:

Contract: Contractor:	Applicable to Subcontractor (yes / no)	Foreman	Competent Person (if not foreman)
Subpart C-General Provisions			
1926.20 General Safety			
Subpart D - Health and Environmental Controls			
1926.53 Ionizing Radiation			
1926.55 Gases, Vapors, Fumes, Dusts, Mists			
1926.57 Ventilation			
1926.59 Hazard Communication			
1926.62 Lead			
Subpart E - Personal Protective Equipment			
1926.101 Hearing			
1926.103 Respirator Protection			
Subpart H - Materials Handling, Storage			
1926.251 Rigging Equipment for Material Handling			
Subpart J - Welding and Cutting			
1926.354 Welding, Cutting and Heating			
Subpart K - Electrical			
1926.404 Wiring Design and Protection			
Subpart L - Scaffolding			
1926.451 Scaffolding			
Subpart M - Fall Protection			
1926.502 Fall Protection Criteria and Practices			
1926.503 Training			
Subpart N - Cranes, Derrick -Redesignated 1926.1501			
Subpart O - Motor Vehicles and Equipment			
1926.601 Motor Vehicles			
Subpart P - Excavations			
1926.651 Specific Excavation Requirements			
1926.652 Requirements to Protective Systems			
Subpart S - Tunnels, Shafts, Caissons			
1926.800 Tunnels, Shafts, Caissons			
1926.803 Compressed Air			
Subpart T - Demolition			
1926.850 Preparatory Operations			
1926.852 Chutes			
1926.859 Mechanical Demolition			

Contract: Contractor:	Applicable to Subcontractor (yes / no)		Foreman	Competent Person (if not foreman)
Subpart V - Power Transmission and Distribution				
1926.955 Overhead Lines				
Subpart X - Stairways and Ladders				
1926.1053 Ladders				
1926.1060 Training Requirements				
Subpart Z - Toxic and Hazardous Substances				
1926.1101 Asbestos				
1926.1101 thru 1926.1148 Toxic and Hazardous Substances				

I certify that the listed employees are competent persons, as defined and required by specific OSHA standards. They are capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Name (print)

Contractor Signature

Date

PU09, Revised 3/2012

Certification of Training Documents to be Submitted with Safety Policy/Program

Provide a certification of training for employees on your safety program.

In addition, Contractor shall provide certification of training on the following programs, as they pertain to your contract and project tasks. Certification of training must include: Employee's name, date of training, person conducting the training, topics covered, and a statement that the student has successfully completed the course. This list is not meant to be all inclusive: please refer to OSHA regulations for applicable safety requirements.

- a. ☐ Scaffold: 1926.454
- b. ☐ Fall Protection 1926.503
- c. ☐ Crane Operator: 1926.1427
- d. ☐ Signal person (this is for any persons connecting material or equipment for lifting):
1926.1428
- e. ☐ Crane maintenance: 1926.1429
- f. ☐ Steel erection fall protection: 1926.761
- g. ☐ Respiratory protection (medical clearance and training records complying with 1910.134
- h. ☐ Powder-actuated tools: 1926.302
- i. ☐ Motor Vehicles (are those vehicles that operate within an off-highway jobsite, not open to public traffic): 1926.21

SECTION 014500 - QUALITY CONTROL

1. DESCRIPTION

- A. Quality control services include inspections and tests performed by independent agencies and governing authorities, as well as by the Contractor. Inspection and testing services are intended to determine compliance of the work with requirements specified. Specific quality control requirements are specified in individual specification sections.

2. RESPONSIBILITIES

- A. Contractor Responsibilities: Except where indicated as being the Owner's responsibility, quality control services are the Contractor's responsibility, including those specified to be performed by an independent agency and not by the Contractor. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified.

1. The Owner will engage and pay for services of an independent agency to perform the inspections and tests that are specified as Owner's responsibilities.

- B. Retest Responsibility: Where results of inspections or test do not indicate compliance with Contract Documents, retests are the Contractor's responsibility.

- C. Responsibility for Associated Services: The Contractor shall cooperate with independent agencies performing inspections or test. Provide auxiliary services as are reasonable. Auxiliary services include:

1. Provide access to the Work.
2. Assist taking samples.
3. Deliver samples to test laboratory.

- D. Coordination: The Contractor and independent test agency shall coordinate the sequence of their activities and shall avoid removing and replacing work to accommodate inspections and test. The Contractor is responsible for scheduling time for inspections and tests.

- E. Qualifications for Service Agencies: Contractor shall engage only inspection and test service agencies which are pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories.

- F. Submittals: Contractor shall submit a certified written report of each test, Inspection

or similar service, in duplicate to the Construction Manager. Contractor shall submit additional copies of each report to any governing authority, when the authority so directs.

- G. Report Data: Written inspection or test reports shall include:
 - 1. Name of testing agency or test laboratory.
 - 2. Dates and locations of samples, tests or inspections.
 - 3. Names of individual present.
 - 4. Complete inspection of test data.
 - 5. Test results.
 - 6. Interpretations.
 - 7. Recommendations.
- H. Repair and Protection: Upon completion of inspection or testing, Contractor shall repair damaged work and restore substrates and finishes. Contractor shall comply with requirements for "Cutting and Patching."
- I The 2013 IBC code the following testing is code required:
 - 1. Structural tests and special inspections must be conducted by an approved agency (an agency or firm regularly engaged in conducting tests or furnishing inspection services, approved by the authority having jurisdiction.) This means that contractors will no longer be allowed to cast their own test cylinders for example.
 - 2. Continuous special inspection (the full-time observation of work by an approved special inspector who is present until completion of the work) is required for any steel welds and connections. Critical elements may include: all slip critical bolted connections, complete and partial groove welds, multi-pass fillet welds and single pass fillet welds greater than 5/16".
 - 3. Continuous special inspection is required during the placement of all concrete and shotcrete for the proper application techniques with a few exceptions.
 - 4. Periodic special inspection (the part-time observation by an approved special inspector) is required for any steel welds and connections. Critical elements may include: all slip critical bolted connections, complete and partial groove welds, multi-pass fillet welds and single pass fillet welds greater than 5/16".

5. Spray applied fireproofing requires periodic special inspection for the structural member surface conditions, application, thickness, density and bond strength.
6. Based on the classification, occupancy, and design of the structure, the code requires periodic special inspection for placement of masonry units and reinforcing steel and continuous special inspection of grout placement.

END OF SECTION

SECTION 015113 - TEMPORARY ELECTRICITY

1. GENERAL

A. RELATED WORK SPECIFIED ELSEWHERE

1. Electrical Basic Materials and Methods, Division 26.

B. DESCRIPTION OF SYSTEM

1. Power Source

- a. The Construction Manager shall provide 277/480 volt, three phase, 60 cycle power service to the site from the existing service.
- b. The Construction Manager will make all arrangements for bringing the power supply to the site and for installation of appropriate temporary transformers to provide for the power supply in 1.B.1.b, above.
- c. The source will be adequate to service temporary electrical needs of the proposed construction.

2. Electrical Service

- a. Contractor will be responsible to pay for all costs associated with providing electrical service from the power source to their respective site office, temporary storage facilities or temporary construction buildings as appropriate. Power provided by Construction Manager. All temporary panels and controls to be provided by Contractor.
- b. Prior to issuance of the Notice to Proceed for the electrical contract, the Construction Manager will be responsible for providing temporary electrical service as provided in 1.B.2.c, below. After issuance of the Notice to Proceed for the electrical contract, the Electrical Contractor shall become responsible for maintaining all electrical power supply and service facilities installed by the Construction Manager. The Electrical Contractor shall also, from that date forward, be responsible for providing and maintaining temporary electrical service to the site as provided in 1.B.2.c, below.
- c. The Construction Manager or Electrical Contractor, as provided in 1.B.2.b, above, shall install temporary electric service for items below, throughout the construction period, such that power can be secured at any desired point with no more than a 60 foot extension:

- (1) Power Centers for miscellaneous tools and equipment used in the construction work shall be provided with a minimum of four 20-amp, 120 volt grounding type outlets. Each outlet shall be provided with ground fault detecting circuit breaker protection.
- (2) Adequate lighting for safe working conditions shall be provided and maintained on a 24 hour per day basis throughout the building, tunnels, and stairways per OSHA requirements. Each lamp must be rated at least 100 watts. Voltage of each socket must be at least 110 volts.
- (3) Power for testing and checking equipment must be supplied.

3. Capacity

- a. All electrical power supply and service lines installed shall be of adequate capacity for construction use by all trades during the construction period at the locations necessary.
- b. The Electrical Contractor shall notify the Power Company if unusually heavy loads, such as welding units, are anticipated.

4. Power Costs

- a. The Construction Manager will pay all costs of temporary electrical power used during construction.
- b. The Owner will pay all costs of power used in the permanent wiring.

C. REQUIREMENTS AND REGULATORY AGENCIES

1. The Electrical Contractor will obtain permits as required by local governmental authorities.
2. The temporary electrical service shall comply with National Electrical Code, Latest Edition and applicable local codes and utility regulations.

D. USE OF PERMANENT SYSTEM

1. The Electrical Contractor shall regulate any part of the permanent electrical system which is used for construction purposes to prevent interference with safety and orderly progress of the Work.
2. Contractors shall leave permanent electrical services in a condition as good as new and clean.

2. PRODUCTS

A. MATERIALS

1. General

- a. The materials may be new or used, but must be adequate in capacity for the purposes intended and must not create unsafe conditions or violate the requirements of applicable codes.

2. Conductors

- a. Use wire, cable, or busses of appropriate type, sized in accordance with the National Electrical Code for the applied loads.
- b. Use only UL labeled wire and devices.

B. EQUIPMENT

1. Provide appropriate enclosure for the environment in which used in compliance with NEMA standards.

3. EXECUTION

A. GENERAL

1. Install all work with a neat and orderly appearance.
2. Make structurally sound throughout.
3. Maintain to give continuous service and to provide safe working conditions.
4. Modify temporary power and light installation as job progress requires.

B. INSTALLATION

1. Locate so that interference with storage areas, traffic areas and work under other Contracts is avoided.

C. REMOVAL

1. Remove all temporary equipment and materials completely upon completion of construction.
 2. Repair all damage caused by the installation and restore to satisfactory condition.
- END OF SECTION

SECTION 015200 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

1. GENERAL

A. DESCRIPTION

1. Construction Manager and Contractors shall provide all temporary facilities throughout the construction period unless otherwise indicated in the Contract Documents.
2. Construction Manager and Contractors shall pay all costs for providing, maintaining and removing of all temporary facilities unless otherwise indicated in the Contract Documents.

B. RELATED WORK SPECIFIED ELSEWHERE

1. Temporary Electric: Section 015113.

2. FACILITIES

A. TEMPORARY SANITATION FACILITIES

1. Construction Manager will provide and maintain sanitary facilities for all personnel on the project.
2. The number of sanitary facilities required shall be based on the total number of workers employed on the site and shall be in accordance with the provisions of the applicable code.
3. Construction Manager will maintain sanitary facilities in a sanitary and clean condition at all times.

B. TEMPORARY WATER

1. Drinking Water: Contractor shall provide potable water for drinking purposes for all his personnel on the site. He shall furnish disposable drinking cups at water stations. Each water station shall be equipped with a suitable trash container for disposal of the drinking cups.
2. Construction Water: Contractor will provide and maintain tap locations for construction water of sufficiently pure and potable quality to avoid deleterious effect on any materials used. Location of construction water tap locations will be determined by the Construction Manager. Contractor shall provide and maintain all hoses, piping and valves as required for obtaining construction water from taps provided by the Construction Manager.

C. TEMPORARY TELEPHONES

1. Construction Manager will not provide any telephones or fax machines for Contractor's personnel. Each Contractor is responsible for its own phones and fax machines.

D. FIELD OFFICE

1. During the period of the Work and until final acceptance of the project, the Construction Manager will provide a weatherproof building for the Construction Manager's Field Project Manager(s) and Superintendent(s). Contractor shall make provisions for its own field office, subject to approval by the Construction Manager.

E. FIRE PROTECTION

1. The Carpentry & General Work Contractor will provide and maintain portable fire extinguishers on each floor level and building area. Number to conform to applicable codes.
2. Contractor shall provide additional fire extinguishers as required by OSHA regulations for its work.
3. Fire extinguishers shall be 10lb, Multi-Purpose (ABC) dry chemical, UL labeled, with a rating of 3a:40bc.

F. ACCESS ROADS AND PARKING AREAS

1. The Utility & Sitework Contractor will provide and maintain access roads on the site.
2. Parking for Contractor's personnel on the project site will be at locations determined by the Owner and Construction Manager. Parking at locations other than designated areas is PROHIBITED.

G. STORAGE AREAS

1. The Construction Manager will assign storage areas on the site. Storage areas are extremely limited and will be assigned in a manner which will best facilitate the work.
2. Contractor shall provide all other storage space required for its work at off-site locations.
3. All combustible or flammable materials must be safely stored in a secured area in strict accordance with regulations, codes and laws enforced by local, State or

Federal agencies, whatsoever is the most stringent.

H. FIRST AID STATION

1. The Contractor's Superintendent or Safety Supervisor shall insure that adequate first aid supplies are available, and that personnel are qualified to administer first aid/CPR, as required by State and/or Federal regulations.

I. SECURITY

1. The Construction Manager will provide the following security measures at the site: security lighting will be provided.
2. All other safety and security measures shall be the responsibility of each Contractor. These measures shall include but are not limited to the provision of secured storage for tools, construction equipment, and materials and equipment scheduled for installation in the building.

J. BENCH MARKS AND BASELINE

1. The Construction Manager will lay out and establish and maintain bench marks and baselines.
2. The Contractor shall lay out his own work and shall be responsible for the accuracy of same.
3. Contractor shall check grades, lines, levels and dimensions as shown on the drawings and shall promptly report errors or inconsistencies in same to the Construction Manager before Work proceeds.
4. The Contractor is responsible for damaging or altering the bench marks and baselines established by the Construction Manager and shall bear the costs of replacing same.

K. FIELD OFFICE AND STORAGE TRAILERS

1. Contractor shall provide and maintain its own field office and storage trailers as required.
2. Contractor shall provide temporary heat and power for its field office and storage trailer.
3. Contractor's field offices and storage trailers shall be located as directed by the Construction Manager.

L. PROJECT SIGN

1. The Construction Manager will provide a Project Sign naming the major participants, as determined by the Owner.

M. TRASH DISPOSAL

1. Each Contractor shall be responsible for daily clean up and depositing its common trash in the dumpsters provided by the Construction Manager.
2. The Construction Manager will not provide a trash chute.
3. The Construction Manager will provide dumpsters, and will arrange for disposal of common, non-hazardous, work-related trash deposited in these dumpsters. Contractors will not use the owner's dumpsters.

N. HOISTING

1. Contractor shall provide its own materials hoists and cranes. No personnel hoist will be provided.

O. SCAFFOLDING AND WORKING PLATFORMS

1. No scaffolding shall be provided by the Construction Manager. Each Contractor shall provide all scaffolding required to perform its Work.

P. SAFETY BARRICADES AND RAILINGS

1. The Contractor creating the hazard shall provide barricades **and protective barriers** around stairs, shafts and cut openings in floors and roofs, and edges of floors and roofs. The methods and materials used in barricading shall be in accordance with OSHA and local code regulations. Barricades and protective barriers will be installed immediately after the installation of the floor slab on any level or part of a level on the Building. When a warning barricade is used to prohibit employees from entering a restricted work area. The "warning barricade" shall meet the requirements of CFR 1926.502 (f)(2). The supported rope, wire, or chain shall be flagged at not more than 6-foot (1.8 m) intervals with high-visibility material and maintain between 34 and 39 inches above the walking/working surface; Warning signs and tags shall be used in accordance with Subpart G of CFR OSHA Construction Industry Regulations.
2. After the barricades and protective barriers are no longer needed, the Structural Contractor will remove the barricades from the site. The Construction Manager will determine the location and scheduling of barriers to be removed.
3. Contractor shall provide for its own barricades at all other trenches, excavations, and locations not specifically identified in Paragraph 1 above.

4. Contractors who remove barricades shall be responsible for replacing them. If, after proper notification, in writing, from the Construction Manager the responsible Contractor does not correct his deficiencies in safety barricade placement, the Construction Manager reserves the right to undertake this work and backcharge the responsible Contractor(s).
5. During the execution of his work, Contractor will provide daily maintenance of, and upon completion of same, restore all barricades in a manner acceptable to prevailing safety standards enforced by local, State or Federal ordinance, whatsoever is most stringent. The intent is to leave no floor penetration or perimeter opening in an unsafe condition.

Q. PUMPING AND DRAINAGE

1. Contractor shall provide its own pumping and drainage.
2. When an area is released by one Contractor to another, the Contractor releasing an area shall be responsible for leaving it in a drained condition. The incoming Contractor shall assume responsibility for drainage on the day that he is scheduled to start work in the area. If the incoming Contractor is late in starting work, he shall assume responsibility for pumping and drainage arising as a result.

R. TEMPORARY BUILDING ENCLOSURES

1. The Construction Manager will equip all temporary exterior doors of the building with self-closing hardware and padlocks.
2. All other temporary enclosures and protection shall be provided by the Contractor requiring the protection.
3. Temporary enclosures required due to late delivery of materials or untimely installation of work shall be the responsibility of the Contractor responsible for the delay.

S. TEMPORARY POWER AND LIGHTING

1. Contractor shall provide all extension cords and outlets as required for obtaining electric power from power centers. Refer to Section 015113 - TEMPORARY ELECTRIC.
2. Contractor shall provide its own additional temporary lighting of sufficient lighting levels to properly install his work.

T. TEMPORARY HEAT

1. Contractor shall provide temporary heat as required for its operations. Once a building has reached the "Permanent Enclosure" stage, temporary heat will be provided as specified in Section 015123 - TEMPORARY HEAT AND VENTILATION.
2. Equipment and methods of temporary heating shall be reported to the Construction Manager.

U. PROTECTION OF ADJACENT MATERIALS

1. Contractor shall protect adjacent materials and finishes from damage as a result of its work.

V. CLEAN UP

1. Contractor shall arrange for clean up and removal of debris resulting from its operations, and shall dispose of debris in accordance with the provisions of Paragraph 2.M above. Clean up shall be on a continual basis to ensure that building, grounds and public properties are maintained free from accumulations of waste materials and trash.
2. The Contractor will limit use of and ensure that all materials, including waste, that are combustible or flammable will be removed from the building continually, as work progresses, **and at a minimum** at the end of each work day. All trash which is potentially edible or may attract rodents or insects will be disposed of in metal containers and removed by the end of the work day.
3. At completion of its Work, each Contractor shall remove waste materials, rubbish, tools, equipment, and clean up all exposed surfaces in preparation for final cleaning.
4. If, after notification in writing from the Construction Manager, the Contractor does not correct its deficiencies in housekeeping within twenty four (24) hours, the Construction Manager reserves the right to undertake the Work and to backcharge the Contractor.
5. Final clean up prior to Owner occupancy shall be arranged for by the Construction Manager.

W. DUST PROTECTION

1. Contractor shall erect and maintain dust proof protection whenever its operations will produce dust and dirt that might filter through the building into occupied or finished areas. Contractor shall be responsible for all cleaning required due to its failure to provide adequate dust protection.

X. PROTECTION OF EXISTING CONSTRUCTION

1. Contractor shall be responsible for all damage that it may cause to materials and equipment stored or installed by other Contractors.

Y. OTHER

1. Contractor shall provide any other Temporary Facilities and services that it requires and which are not specifically identified above.

3. PERMITS

- 3.1 The Construction Manager will obtain the Building Permit. All other permits are to be obtained and paid for by the Contractor requiring them.

4. EXECUTION

A. GENERAL

1. Contractor shall install all temporary facilities in accordance with applicable codes.
2. Contractor shall maintain temporary facilities for which it is responsible throughout the construction period.
3. Contractor shall remove all temporary facilities for which it is responsible when they are no longer required or when the Construction Manager directs the removal of same.
4. Contractor shall repair all damage to the Project Site caused by the installation of its temporary facilities.

END OF SECTION

SECTION 016200 - MATERIAL AND EQUIPMENT

1. GENERAL CONDITIONS

- A. The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate apply to the Work specified in this Section.
- B. Where work is to be executed under Separate Prime Contracts, the provisions of this Section apply to each Contract.

2. REQUIREMENTS INCLUDED

- A. All materials and equipment incorporated into the Work shall:
 - 1. be new;
 - 2. conform to applicable specifications and standards; and
 - 3. comply with size, make, type and quality specified, or as specifically approved in writing by the Architect.
- B. Manufactured and Fabricated Products shall conform to the following requirements:
 - 1. Designed, fabricated and assembled in accord with the best engineering and shop practices.
 - 2. Manufactured like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be identical, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- C. Contractor shall not use materials or equipment for any purpose other than that for which it is designated or is specified.
- D. Materials removed from existing structures shall not be reused in the completed work unless specifically indicated or specified.
- E. For materials and equipment specifically indicated or specified to be reused in the Work:

1. Contractor shall use special care on removal, handling storage and reinstallation, to assure proper function in the completed Work.
2. Arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation. Pay all costs for such work.

3. MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Construction Manager.
 1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Contractor shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
 1. Should job conditions or specified requirements conflict with manufacturer's instructions, Contractor shall consult with Construction Manager for further instructions.
 2. Contractor shall perform work in accord with manufacturer's instructions. Contractor shall not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

4. TRANSPORTATION AND HANDLING

- A. Contractor shall arrange deliveries of Products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 2. Contractor shall immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that Products are properly protected and undamaged.
- B. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

5. STORAGE AND PROTECTION

-
- A. Contractor shall store Products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Contractor shall store Products subject to damage by the elements in weathertight enclosures.
 - 2. Contractor shall maintain temperature and humidity within the ranges required by manufacture's instructions.
 - B. Exterior Storage
 - 1. Contractor shall store fabricated Products above the ground, on blocking or skids, to prevent soiling or staining. Cover Products which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
 - 2. Contractor shall store loose granular materials in a well-drained area on soiled surfaces to prevent mixing with foreign matter.
 - C. Contractor shall arrange storage in a manner to provide easy access for inspection. Contractor shall make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.
 - D. Contractor shall store flammable materials so as to prevent contact with flames and fire. Conform with manufacturer's recommendations and local laws. Pay particular attention to storage of:
 - 1. Roof insulation.
 - 2. Roofing materials, including solvents.
 - 3. Paint materials.
 - 4. Cleaning and other solvents.
 - 5. Fuels.
 - E. Protection after Installation:
 - 1. Contractor shall provide substantial coverings as necessary to protect installed Products from damage from traffic and subsequent construction operations. Remove when no longer needed.

6. SUBSTITUTIONS AND PRODUCT OPTIONS

A. Product List.

1. Within 30 days after Contract Date, Contractor shall submit to Construction Manager a complete list of major products proposed to be used, with the name of the manufacturer and the installing Contractor.

B. Contractor's Options.

1. For Products specified only by reference standard, Contractor shall select any Product meeting that standard.
2. For Products specified by naming several Products or manufacturers, Contractor shall select any one of the Products or manufacturers named which complies with the specifications.
3. For Products specified by naming one or more Products or manufacturers and "or equal", Bidders must, during the bidding period, submit a request for substitutions for any Product or manufacturer not specifically named. See provisions in Paragraph 6.C, below.
4. For Products specified by naming only one Product and manufacturer, there is no option; and Contractor shall provide the precise Product specified.

C. Substitutions.

1. Until a date no later than seven (7) days before the date Bids are due, Architect will consider written requests from bidders for substitution of Products. **The contractor will submit any substitution requests to the Construction Manager for transmittal to the Architect. The** architect will review requests and will notify Bidders in an Addendum if the requested substitution is acceptable.
2. Should the Bidder desire a substitution, it shall submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the Work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.

- f. Availability of maintenance service, and source of replacement materials.
- 3. Architect, in its sole discretion, shall be the judge of the acceptability of the proposed substitution.
- 4. A request for a substitution constitutes a representation that Bidder:
 - a. has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified;
 - b. will provide the same warranties or bonds for the substitution as for the Product specified;
 - c. will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects; and
 - d. waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
- D. Architect will review requests for substitutions with reasonable promptness, and notify Bidders, in writing, through the Construction Manager, of the decision to accept or reject the requested substitution. Any decision to accept a substitution must be confirmed in an Addendum issued during the bidding period in order to be valid. Oral approvals will not be binding.

END OF SECTION

SECTION 017329 - CUTTING AND PATCHING

1. GENERAL

- A. Definition: "Cutting and Patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.
- B. Refer to Other Sections of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.
- C. Structural Work: Do not cut and patch structural work in a manner resulting in a reduction of load carrying capacity or load deflection ratio. Submit proposal and request and obtain Architect's/Engineer's approval before proceeding with cut and patch of structural work.
- D. Operational/Safety Limitations: Do not cut and patch operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance. Submit proposals and requests and obtain Architect's/Engineer's approval before proceeding with cut and patches of structural work.
- E. Visual/Quality Limitations: Do not cut and patch work exposed to view (exterior and interior) in manner resulting in noticeable reduction of aesthetic qualities and similar qualities, as judged by Architect/Engineer.
 - 1. Engage the original Installer/Fabricator, or (if not available) an acceptable equivalent entity, to cut and patch the following categories of exposed work but not limited to
 - 2. Exterior wall materials, ie., curtain wall
 - 3. Finish floor materials, ie., substrate, carpet, ceramic tile
 - 4. Walls
 - 5. Ceilings
- F. Limitation on Approvals: Architect's/Engineer's approval to proceed with cutting and patching does not waive right to later acquire removal/replacement of work found to be cut and patched in an unsatisfactory manner, as judged by Architect/Engineer.

2. MATERIALS

- A. General: Use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal or better

performance characteristics.

3. EXECUTION

- A. Inspection: Before cutting, examine surfaces to be cut and patched and conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.
- B. Temporary Support: To prevent failure provide temporary support of work to be cut.
- C. Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.
 - 1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
 - 2. Take precautions not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.
- D. Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.
 - 1. Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut and drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
- E. Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
 - 1. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and finishing.

END OF SECTION

SECTION 017700 – CONTRACT CLOSEOUT

1. DESCRIPTION OF REQUIREMENTS

- A. Provisions of this section apply to the procedural requirements for the actual close out of the Work, not to the administrative matters such as final payment or the change over of insurance. Close out requirements relate to both substantial and final completion of the Work; they also apply to individual portions of completed work as well as the Total work. Specific requirements contained in other sections have precedence over the general requirements contained in this section.

2. PROCEDURES AT SUBSTANTIAL COMPLETION

- A. Prerequisites: Contractor shall comply with the General Conditions and complete the following before requesting inspection of the Work, or a designated portion of the Work, for certification of substantial completion:
1. submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, releases of liens, tax certification and similar required documentation for specific units of work, and documents needed to enable Owner's unrestricted occupancy and use;
 2. submit record documentation, maintenance manuals, tools, spare parts, keys and similar operational items;
 3. complete instructions of Owner's operating personnel, and start up of systems; and
 4. complete final cleaning and remove temporary facilities and tools.
- B. Inspection Procedures: Upon receipt of Contractor's request, Architect/Engineer will either proceed with inspection or advise Construction Manager of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare certificate of substantial completion, or advise Construction Manager of work which must be performed prior to issuance of certificate. The Architect/Engineer will repeat the inspection when requested and assure that the work has been substantially completed. Results of the completed inspection will form the initial "punch list" for final acceptance.
- C. Punch List Procedures: Each Contractor shall be given a copy of the punch list with its appropriate work identified. Each Contractor shall be given 9 (nine) calendar work days to complete their punch list work. On the 10th day or as determined by the Construction Manager the Construction Manager shall employ other Contractors, as required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs incurred.

3. PROCEDURES AT FINAL ACCEPTANCE

- A. Reinspection Procedure: The Architect/Engineer will reinspect the Work upon receipt of the Contractor's notice that, except for those items whose completion has been delayed due to circumstances that are acceptable to the Architect/Engineer, the Work has been completed, including punch list items from earlier inspections. Upon completion of reinspection, the Architect/Engineer will either recommend final acceptance and final payment, or will advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, this procedure will be repeated.

4. RECORD DOCUMENTATION

- A. Record Drawings: Contractor shall maintain a complete set of either blue or black line prints of the contract documents and shop drawings for record mark up purposes throughout the Contract Time. Contractor shall mark up these drawings during the course of the Work to show both changes and the actual installation, in sufficient detail to form a complete record for Owner's purposes giving particular attention to work that will be concealed and difficult to measure and record at a later date, and Work which may require servicing or replacement during the life of the project. Require the entities marking prints to sign and date each mark up. Bind prints into manageable sets, with durable paper cover, appropriately labeled.
- B. Installation, Operation and Maintenance Manual: Contractor shall provide 3-ring vinyl covered binders containing required maintenance manuals, properly identified and indexed and including operating and maintenance instructions extended to cover emergencies, spare parts, warranties, inspection procedures, diagrams, safety, security, and similar appropriate data for each system of equipment item.
- C. State Tax Certification: Contractor shall provide recent Delaware State Tax Certification form as issued by State of Delaware, Department of Finance, Division of Revenue, Carvel State Office Building, 820 N. French Street, Wilmington, Delaware 19801.
- D. AIA Documents: Contractors shall provide the following AIA documents with their final payment application submission:
- AIA G732, Application for Payment for 100% Complete
 - AIA G732, Final Application for Payment for Retainage
 - AIA G704-CMA, Certificate of Substantial Completion – 4 originals
 - AIA G706, Affidavit of Payment of Debts & Claims
 - AIA G706A, Affidavit of Release of Liens
 - AIA G707, Consent of Surety
- E. Release of Liens: Contractors shall provide the following release of liens with their final payment application submission:

- Prime Contractor's Release of Liens
- Subcontractors' & Suppliers' Release of Liens (major subs and suppliers)

5. GENERAL CLOSE OUT REQUIREMENTS

A. Operator Instruction: Contractor shall require each Installer of systems requiring continued operation and maintenance by Owner's operating personnel, to provide on location instruction to Owner's personnel, sufficient to ensure safe, secure, efficient, non-failing utilization and operation of systems. Contractor shall provide instructions for the following categories of work:

1. Mechanical/electrical/electronic systems (not limited to work of Division 15 and 16).
2. Roofing, flashing, joint sealers.
3. Floor finishes.
4. Door hardware

6. FINAL CLEANING

A. At the time of project close out Contractor shall clean or re-clean the Work to the condition expected from a normal, commercial building cleaning and maintenance program. Complete the following cleaning operations before requesting the Architect/Engineer's inspection for certification of substantial completion:

1. Remove non-permanent protections and labels.
2. Polish glass.
3. Clean exposed finishes.
4. Touch up minor finish damage.
5. Clean or replace mechanical systems filters.
6. Remove debris.
7. Broom clean unoccupied spaces.
8. Sanitize plumbing and food service facilities.
9. Clean light fixtures and replace burned out lamps.
10. Sweep and wash paved areas.
11. Police yards and grounds.

END OF SECTION

DIVISION 01
SECTION 019113
GENERAL COMMISSIONING REQUIREMENTS
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SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general requirements that apply to implementation of commissioning without regard to systems, subsystems, and equipment being commissioned.
- B. Related Sections include the following:
 - 1. Division 01 Section "*HVAC Commissioning Requirements*" for specific requirements for commissioning HVAC systems.
 - 2. Division 01 Section "*Contract Closeout*" for specific requirements for closeout at substantial and final completion.
 - 3. Division 01 Section "*Contract Closeout*" for Specific Requirements for training and demonstration of systems to Owner.
 - 4. Division 01 Section "*Contract Closeout*" for Specific Requirements related to the Preparation of systems operation and maintenance manuals.

1.3 DEFINITIONS

- A. CxA: Commissioning Authority.
- B. OPR: Owner's Project Requirements.
- C. Systems, Subsystems, and Equipment: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, and equipment.
- D. TAB: Testing, Adjusting, and Balancing.

1.4 COMMISSIONING TEAM

- A. Members Appointed by Contractor(s): Individuals, each having authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process

through coordinated actions. The commissioning team shall consist of, but not be limited to, representatives of Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.

B. Members Appointed by Owner:

1. CxA: The designated person, company, or entity that plans, schedules, and coordinates the commissioning team to implement the commissioning process. Owner will engage the CxA under a separate contract. The CxA for this project shall be performed by Gipe Associates, Inc., 8719 Brooks Drive, Easton, Maryland 21601, (410) 822-8688 - telephone, (410) 822-6306 – fax.
2. All contractor commissioning requirements and costs associated with commissioning the project shall be included in the base bid.
3. Representatives of the facility user and operation and maintenance personnel.
4. Architect and Engineering design professionals.

1.5 OWNER'S RESPONSIBILITIES

- A. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities including, but not limited to, the following:
1. Coordination meetings.
 2. Training in operation and maintenance of systems, subsystems, and equipment.
 3. Testing meetings.
 4. Demonstration of operation of systems, subsystems, and equipment.

1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Provide utility services required for the commissioning process.
- B. Contractor shall assign representatives with expertise and authority to act on behalf of the Contractor and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:
1. Participate in commissioning and construction-phase coordination meetings.
 2. Participate in maintenance orientation and inspection.
 3. Participate in operation and maintenance training sessions.
 4. Participate in final review at acceptance meeting.
 5. Certify that Work is complete and systems are operational according to the Contract Documents, including calibration of instrumentation and controls.
 6. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
 7. Review and approve final commissioning documentation.
 8. Certify that all pre-test work is complete and operational prior to scheduling performed testing by CxA.
 9. During functional performance testing, a representative from the mechanical contractor, controls contractor, and test/balance engineer must be present and participate in testing.

- C. Subcontractors shall assign representatives with expertise and authority to act on behalf of subcontractors and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:
 - 1. Pre-test all systems/equipment prior to engaging CxA for Functional Performance Testing.
 - 2. Participate in commissioning and construction-phase coordination meetings.
 - 3. Participate in maintenance orientation and inspection.
 - 4. Participate in procedures meeting for testing.
 - 5. Participate in final review at acceptance meeting.
 - 6. Provide schedule for operation and maintenance data submittals, equipment startup, and testing to CxA for incorporation into the commissioning plan. Update schedule on a weekly basis throughout the construction period.
 - 7. Provide information to the CxA for developing construction-phase commissioning plan.
 - 8. Participate in training sessions for Owner's operation and maintenance personnel.
 - 9. Provide updated Project Record Documents to the CxA on a daily basis.
 - 10. Gather and submit operation and maintenance data for systems, subsystems, and equipment to the CxA.
 - 11. Provide technicians who are familiar with the construction and operation of installed systems and who shall develop specific test procedures and participate in testing of installed systems, subsystems, and equipment.
 - 12. The test/balance subcontractor, mechanical contractor, and automatic temperature controls subcontractor must be on-site and provide assistance during all functional performance testing.

1.7 CxA'S RESPONSIBILITIES

- A. Organize and lead the commissioning team.
- B. Prepare a construction-phase commissioning plan. Collaborate with Contractor and with subcontractors to develop test and inspection procedures. Include design changes and scheduled commissioning activities coordinated with overall Project schedule. Identify commissioning team member responsibilities, by name, firm, and trade specialty, for performance of each commissioning task.
- C. Convene commissioning team meetings for the purpose of coordination, communication, and conflict resolution; discuss progress of the commissioning processes. Responsibilities include arranging for facilities, preparing agenda and attendance lists, and notifying participants. The CxA shall prepare and distribute minutes to commissioning team members and attendees within five workdays of the commissioning meeting.
- D. At a mutually agreed upon time, conduct an initial construction-phase coordination meeting for the purpose of reviewing the commissioning activities and establishing tentative schedules for operation and maintenance submittals; operation and maintenance training sessions; TAB Work; and Project completion.
- E. Observe and inspect construction and report progress and deficiencies. In addition to compliance with the Contract Documents, inspect systems and equipment installation for adequate accessibility for maintenance and component replacement or repair.

- F. Prepare Project-specific test and inspection procedures and checklists.
- G. Schedule, direct, witness, and document tests, inspections, and systems startup.
- H. Compile test data, inspection reports, and certificates and include them in the systems manual and commissioning report.
- I. Certify date of acceptance and startup for each item of equipment for start of warranty periods.
- J. Review Project Record Documents for accuracy. Request revisions from Contractor to achieve accuracy.
- K. Review and comment on operation and maintenance documentation and systems manual outline for compliance with the Contract Documents.
- L. Assemble the final commissioning documentation, including the commissioning report and Project Record Documents.

1.8 COMMISSIONING DOCUMENTATION

- A. Commissioning Plan: A document, prepared by CxA, that outlines the schedule, allocation of resources, and documentation requirements of the commissioning process, and shall include, but is not limited to the following:
 - 1. Plan for delivery and review of submittals, systems manuals, and other documents and reports. Identification of the relationship of these documents to other functions and a detailed description of submittals that are required to support the commissioning processes. Submittal dates shall include the latest date approved submittals must be received without adversely affecting commissioning plan.
 - 2. Description of the organization, layout, and content of commissioning documentation (including systems manual) and a detailed description of documents to be provided along with identification of responsible parties.
 - 3. Identification of systems and equipment to be commissioned.
 - 4. Description of schedules for testing procedures along with identification of parties involved in performing and verifying tests.
 - 5. Identification of items that must be completed before the next operation can proceed.
 - 6. Description of responsibilities of commissioning team members.
 - 7. Description of observations to be made.
 - 8. Description of requirements for operation and maintenance training, including required training materials.
 - 9. Description of expected performance for systems, subsystems, equipment, and controls.
 - 10. Schedule for commissioning activities with specific dates coordinated with overall construction schedule.
 - 11. Identification of installed systems, subsystems, and equipment, including design changes that occurred during the construction phase.
 - 12. Process and schedule for documenting changes on a continuous basis to appear in Project Record Documents.

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13. Process and schedule for completing prestart and startup checklists for systems, subsystems, and equipment to be verified and tested.
 14. Step-by-step procedures for testing systems, subsystems, and equipment with descriptions for methods of verifying relevant data, recording the results obtained, and listing parties involved in performing and verifying tests.
- B. Test Checklists: CxA, with assistance of Contractor and Subcontractors, shall develop test checklists for each system, subsystem, or equipment including interfaces and interlocks, and include a separate entry, with space for comments, for each item to be tested. Prepare separate checklists for each mode of operation and provide space to indicate whether the mode under test responded as required. Provide space for testing personnel to sign off on each checklist. Specific checklist content requirements are specified in Division 01 Section *"HVAC Commissioning Requirements"*. Test checklists will be jointly developed as the project progresses. Each checklist, regardless of system, subsystem, or equipment being tested, shall include, but not be limited to, the following:
1. Name and identification code of tested item.
 2. Test number.
 3. Time and date of test.
 4. Indication of whether the record is for a first test or retest following correction of a problem or issue.
 5. Dated signatures of the person performing test and of the witness, if applicable.
 6. Individuals present for test.
 7. Deficiencies.
 8. Issue number, if any, generated as the result of test.
- C. Certificate of Readiness: Certificate of Readiness shall be signed by Contractor, Subcontractor(s), Installer(s), and CxA certifying that systems, subsystems, equipment, and associated controls are ready for testing. Completed test checklists signed by the responsible parties shall accompany this certificate.
- D. Test and Inspection Reports: CxA shall record test data, observations, and measurements on test checklists. Photographs, forms, and other means appropriate for the application shall be included with data. CxA shall compile test and inspection reports and test and inspection certificates and include them in systems manual and commissioning report.
- E. Corrective Action Documents: CxA shall document corrective action taken for systems and equipment that fail tests. Include required modifications to systems and equipment and revisions to test procedures, if any. Retest systems and equipment requiring corrective action and document retest results.
- F. Issues Log: CxA shall prepare and maintain an issues log that describes design, installation, and performance issues that are at variance with the Contract Documents. Identify and track issues as they are encountered, documenting the status of unresolved and resolved issues.
1. Creating an Issues Log Entry:
 - a. Identify the issue with unique numeric or alphanumeric identifier by which the issue may be tracked.

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- b. Assign a descriptive title of the issue.
 - c. Identify date and time of the issue.
 - d. Identify test number of test being performed at the time of the observation, if applicable, for cross-reference.
 - e. Identify system, subsystem, and equipment to which the issue applies.
 - f. Identify location of system, subsystem, and equipment.
 - g. Include information that may be helpful in diagnosing or evaluating the issue.
 - h. Note recommended corrective action.
 - i. Identify commissioning team member responsible for corrective action.
 - j. Identify expected date of correction.
 - k. Identify person documenting the issue.
 2. Documenting Issue Resolution:
 - a. Log date correction is completed or the issue is resolved.
 - b. Describe corrective action or resolution taken. Include description of diagnostic steps taken to determine root cause of the issue, if any.
 - c. Identify changes to the Contract Documents that may require action.
 - d. State that correction was completed and system, subsystem, and equipment is ready for retest, if applicable.
 - e. Identify person(s) who corrected or resolved the issue.
 - f. Identify person(s) documenting the issue resolution.
 3. Issues Log Report: On a periodic basis, but not less than for each commissioning team meeting, CxA shall prepare a written narrative for review of outstanding issues and a status update of the issues log. As a minimum, CxA shall include the following information in the issues log and expand it in the narrative:
 - a. Issue number and title.
 - b. Date of the identification of the issue.
 - c. Name of the commissioning team member assigned responsibility for resolution.
 - d. Expected date of correction.
- G. Commissioning Report: CxA shall document results of the commissioning process including unresolved issues and performance of systems, subsystems, and equipment. The commissioning report shall indicate whether systems, subsystems, and equipment have been completed and are performing according to the Contract Documents. The commissioning report shall include, but is not limited to, the following:
1. Lists and explanations of substitutions; compromises; variances in the Contract Documents; record of conditions; and, if appropriate, recommendations for resolution. This report shall be used to evaluate systems, subsystems, and equipment and shall serve as a future reference document during Owner occupancy and operation. It shall describe components and performance that exceed requirements of the Contract Documents and those that do not meet requirements of the Contract Documents. It may also include a recommendation for accepting or rejecting systems, subsystems, and equipment.
 2. Commissioning plan.
 3. Testing plans and reports.
 4. Corrective modification documentation.

5. Issues log.
6. Completed test checklists.
7. Listing of off-season test(s) not performed and a schedule for their completion.
8. All commissioning documents must be submitted to the building Owner within 90 days of the date of receipt of the Certificate of Occupancy.

H. Systems Manual: CxA shall gather required information and compile systems manual. Systems manual shall include, but is not limited to, the following:

1. Project Record Documents.
2. Final commissioning plan.
3. Commissioning report.
4. Operation and maintenance data.

1.9 SUBMITTALS

- A. Test Checklists and Report Forms: CxA shall submit sample checklists and forms to Contractor quality-control manager and subcontractors for review and comment. Submit two copies of each checklist and report form.
- B. Test and Inspection Reports: CxA shall submit test and inspection reports.
- C. Corrective Action Documents: CxA shall submit corrective action documents.

1.10 QUALITY ASSURANCE

- A. Instructor Qualifications: Factory-authorized service representatives, experienced in training, operation, and maintenance procedures for installed systems, subsystems, and equipment.
- B. Test Equipment Calibration: Comply with test equipment manufacturer's calibration procedures and intervals. Recalibrate test instruments immediately whenever instruments have been repaired following damage or dropping. Affix calibration tags to test instruments. Instruments shall have been calibrated within six months prior to use.

1.11 COORDINATION

- A. Coordinating Meetings: CxA shall conduct coordination meetings of the commissioning team to review progress on the commissioning plan, to discuss scheduling conflicts, and to discuss upcoming commissioning process activities.
- B. Pretesting Meetings: CxA shall conduct pretest meetings of the commissioning team to review startup reports, pretest inspection results, testing procedures, testing personnel and instrumentation requirements, and manufacturers' authorized service representative services for each system, subsystem, equipment, and component to be tested.

- C. Testing Coordination: CxA shall coordinate sequence of testing activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- D. Manufacturers' Field Services: CxA and Contractor shall coordinate services of manufacturers' field services.

1.12 ALTERNATES

- A. Refer to Division 01 Section, "Alternates" for description of work under this section affected by alternates.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 OPERATION AND MAINTENANCE TRAINING REQUIREMENTS

- A. Training Preparation Conference: Before operation and maintenance training, CxA shall convene a training preparation conference to include Owner's operation and maintenance personnel, Contractor, and subcontractors. Perform the following:
 - 1. Review installed systems, subsystems, and equipment.
 - 2. Review instructor qualifications.
 - 3. Review instructional methods and procedures.
 - 4. Review training module outlines and contents.
 - 5. Review course materials (including operation and maintenance manuals).
 - 6. Inspect and discuss locations and other facilities required for instruction.
 - 7. Review and finalize training schedule and verify availability of educational materials, instructors, audiovisual equipment, and facilities needed to avoid delays.
 - 8. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.
- B. Training Modules: Develop an instruction program that includes individual training modules for each system, subsystem, and equipment.

END OF SECTION

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SECTION 019115
HVAC COMMISSIONING REQUIREMENTS
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SECTION 019115 - HVAC COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for commissioning the HVAC system and its subsystems and equipment. This Section supplements the general requirements specified in Division 01 Section "General Commissioning Requirements."
- B. Related Sections include the following:
 - 1. Division 01 Section "General Commissioning Requirements" for general requirements for commissioning processes that apply to this Section.
- C. The following systems and/or equipment shall be commissioned:
 - 1. Air Flow Monitoring Stations.
 - 2. Automatic Temperature Control System.
 - 3. Condensate overflow alarms.
 - 4. Differential Static Pressure Controllers.
 - 5. Existing Duct detectors.
 - 6. Energy recovery wheels (Including variable frequency drives).
 - 7. Exhaust Fans and ventilation fans.
 - 8. Gas Furnaces.
 - 9. HVAC controls and sequences of operation.
 - 10. Packaged Condensing Units.
 - 11. Variable frequency drives.
 - 12. Space humidity, temperature and static pressure sensors.
 - 13. Hot gas re-heat coils.
 - 14. Existing relief air fan #6.

1.3 DEFINITIONS

- A. Architect: Includes Architect identified in the Contract for Construction between Owner and Contractor, plus consultant/design professionals responsible for design of HVAC, electrical, communications, controls for HVAC systems, and other related systems.

- B. CxA: Commissioning Authority.
- C. Systems, Subsystems, and Equipment: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, and equipment.
- D. TAB: Testing, Adjusting, and Balancing.

1.4 CONTRACTOR'S RESPONSIBILITIES

- A. The following responsibilities are in addition to those specified in Division 01 Section "General Commissioning Requirements."
- B. Contractor:
 - 1. Attend procedures meeting for TAB Work.
 - 2. Certify that TAB Work is complete.
 - 3. Assist performing functional performance tests.
- C. Mechanical Contractor:
 - 1. Attend TAB verification testing.
 - 2. Provide measuring instruments and logging devices to record test data, and data acquisition equipment to record data for the complete range of testing for the required test period.
 - 3. Assist performing functional performance tests.
- D. HVAC Instrumentation and Control Contractor: With the CxA, review control designs for compliance with the Contract Documents, controllability with respect to actual equipment to be installed, and recommend adjustments to control designs and sequence of operation descriptions.
- E. TAB Subcontractor:
 - 1. Contract Documents Review: With the CxA, review the Contract Documents before developing TAB procedures.
 - a. Verify the following:
 - 1) Accessibility of equipment and components required for TAB Work.
 - 2) Adequate number and placement of duct balancing dampers to allow proper balancing while minimizing sound levels in occupied spaces.
 - 3) Adequate number and placement of balancing valves to allow proper balancing and recording of water flow.
 - 4) Adequate number and placement of test ports and test instrumentation to allow reading and compilation of system and equipment performance data needed to conduct both TAB and commissioning testing.

- 5) Air flow rates have been specified and compared to central equipment output capacities.
 - b. Identify discontinuities and omissions in the Contract Documents.
 - c. This review of the Contract Documents by the TAB Subcontractor satisfies requirements for a design review report as specified in Division 23 Section "Testing Adjusting & Balancing for HVAC & Plumbing."
 - d. Assist performing functional performance tests.
2. Additional Responsibilities: Participate in tests specified in Division 23 Sections "Instrumentation & Controls of HVAC & Plumbing Systems."
- F. Electrical Contractor:
1. With the Mechanical Contractor, coordinate installations and connections between and among electrical and HVAC systems, subsystems, and equipment.
 2. Attend TAB verification testing.

1.5 COMMISSIONING DOCUMENTATION

- A. The following are in addition to documentation specified in Division 01 Section "General Commissioning Requirements."
- B. Test Checklists: CxA with assistance of Contractor shall develop test checklists for HVAC systems, subsystems, and equipment, including interfaces and interlocks with other systems. CxA shall prepare separate checklists for each mode of operation and provide space to indicate whether the mode under test responded as required. In addition to the requirements specified in Division 01 Section "General Commissioning Requirements," checklists shall include, but not be limited to, the following:
 1. Calibration of sensors and sensor function.
 2. Testing conditions under which test was conducted, including (as applicable) ambient conditions, set points, override conditions, and status and operating conditions that impact the results of test.
 3. Control sequences for HVAC systems.
 4. Strength of control signal for each set point at specified conditions.
 5. Responses to control signals at specified conditions.
 6. Sequence of response(s) to control signals at specified conditions.
 7. Electrical demand or power input at specified conditions.
 8. Power quality and related measurements.
 9. Expected performance of systems, subsystems, and equipment at each step of test.
 10. Narrative description of observed performance of systems, subsystems, and equipment. Notation to indicate whether the observed performance at each step meets the expected results.
 11. Interaction of auxiliary equipment.
 12. Issues log.

1.6 SUBMITTALS

- A. The following submittals are in addition to those specified in Division 01 Section "General Commissioning Requirements."
- B. Testing Procedures: CxA shall submit detailed testing plan, procedures, and checklists for each series of tests. Submittals shall include samples of data reporting sheets that will be part of the reports.
- C. Certificate of Readiness: CxA shall compile certificates of readiness from Contractor certifying that systems, subsystems, equipment, and associated controls are ready for testing.
- D. Certificate of Completion of Installation, Prestart, and Startup: CxA shall certify that installation, prestart, and startup activities have been completed. Certification shall include completed checklists provided by TAB Subcontractor as specified in Division 23 Section "Testing Adjusting & Balancing for HVAC & Plumbing."
- E. Test and Inspection Reports: CxA shall compile and submit test and inspection reports and certificates, and shall include them in systems manual and commissioning report.
- F. Corrective Action Documents: CxA shall submit corrective action documents.
- G. Certified TAB Reports: CxA shall submit verified, certified TAB reports.

1.7 ALTERNATES

- A. Refer to Division 01 Section, "Alternates" for description of work under this section affected by alternates.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TESTING PREPARATION

- A. Prerequisites for Testing:
 - 1. Certify that HVAC systems, subsystems, and equipment have been completed, calibrated, and started; are operating according to the Contract Documents; and that Certificates of Readiness are signed and submitted.
 - 2. Certify that HVAC instrumentation and control systems have been completed and calibrated; are operating according to the Contract Documents; and that pretest set points have been recorded.

3. Certify that TAB procedures have been completed, and that TAB reports have been submitted, discrepancies corrected, and corrective work approved.
4. Test systems and intersystem performance after approval of test checklists for systems, subsystems, and equipment.
5. Set systems, subsystems, and equipment into operating mode to be tested (e.g., normal shut down, normal auto position, normal manual position, unoccupied cycle, emergency power, and alarm conditions).
6. Verify each operating cycle after it has been running for a specified period and is operating in a steady-state condition.
7. Inspect and verify the position of each device and interlock identified on checklists. Sign off each item as acceptable, or failed. Repeat this test for each operating cycle that applies to system being tested.
8. Check safety cutouts, alarms, and interlocks with duct detectors and life-safety systems during each mode of operation.
9. Annotate checklist or data sheet when a deficiency is observed.
10. Verify equipment interface with monitoring and control system and TAB criteria; include the following:
 - a. All temperature alarms.
 - b. Supply and return flow rates for single zone VAV units in each operational mode.
 - c. Minimum outdoor-air intake in each operational mode and at minimum and maximum airflows.
 - d. Total exhaust airflow and total outdoor-air intake.
 - e. Minimum outdoor-air intake in each operational mode and at minimum and maximum airflows.
 - f. Supply, outside air, exhaust and return air flow rates for single zone VAV units in each operating mode.
 - g. Sequences of operation of all HVAC equipment.
 - h. Variable speed drive parameters at each operated mode.
 - i. Supply and return air flow rates for all HVAC equipment.
 - j. Operation/Accuracy of air flow measuring stations at various flow rates.
 - k. Indirect gas furnace operation, control, and leaving air temperature.
 - l. Set point and operation of "high temperature" alarms.
 - m. Test operation and air temperatures of hot gas re-heat coils.
 - n. Test operation and differential static pressure operation.
 - o. Test operation of fan tracking sequence.
11. Verify proper responses of monitoring and control system controllers and sensors to include the following:
 - a. For each controller or sensor, record the indicated monitoring and control system reading and the test instrument reading. If initial test indicates that the test reading is outside of the control range of the installed device, check calibration of the installed device and adjust as required. Retest malfunctioning devices and record results on checklist or data sheet.
 - b. Report deficiencies and prepare an issues log entry.

12. Verify that HVAC equipment field quality-control testing has been completed and approved. CxA shall direct, witness, and document field quality-control tests, inspections, and startup specified in individual Division 23 Sections.
- B. Testing Instrumentation: Install measuring instruments and logging devices to record test data for the required test period. Instrumentation shall monitor and record full range of operating conditions and shall allow for calculation of total capacity of system for each mode of operation. For individual room cooling tests, provide temporary heaters to impose a cooling load. Operational modes include the following:
 1. Heating/Cooling Mode.
 2. Occupied and unoccupied.
 3. Warm up and cool down.
 4. Economizer cycle.
 5. Life-safety and safety systems.
 6. Duct detectors.
 7. Fire safety.
 8. Temporary upset of system operation.
 9. Partial occupancy conditions.
 10. Special cycles.
 11. Single zone VAV units supply/exhaust air flow at partial CO2 levels.
 12. All alarms.
 13. Condensate overflow safety switch shut-down and alarm.

3.2 TAB VERIFICATION

- A. TAB Subcontractor shall coordinate with CxA for work required in Division 23 Section "Testing Adjusting & Balancing for HVAC & Plumbing." TAB Subcontractor shall copy CxA with required reports, sample forms, checklists, and certificates.
- B. Contractor, HVAC Contractor, and CxA shall witness TAB Work.
- C. TAB Preparation:
 1. TAB Subcontractor shall provide CxA with data required for "Pre-Field TAB Engineering Reports" specified in Division 23 Section "Testing Adjusting & Balancing for HVAC & Plumbing."
 - a. CxA shall use this data to certify that prestart and startup activities have been completed for systems, subsystems, and equipment installation.
- D. Verification of Final TAB Report:
 1. CxA shall select, at random, 10 percent of report for field verification.
 2. CxA shall notify TAB Subcontractor 10 days in advance of the date of field verification; however, notice shall not include data points to be verified. The TAB Subcontractor shall

- use the same instruments (by model and serial number) that were used when original data were collected.
- 3. Failure of an item is defined as follows:
 - a. For all readings a deviation of more than 10 percent.
- 4. Failure of more than 10 percent of selected items shall result in rejection of final TAB report.
- E. If deficiencies are identified during verification testing, CxA shall notify the HVAC Contractor and Architect, and shall take action to remedy the deficiency. Architect shall review final tabulated checklists and data sheets to determine if verification is complete and that system is operating according to the Contract Documents.
- F. CxA shall certify that TAB Work has been successfully completed.

3.3 TESTING

- A. Test systems and intersystem performance after test checklists for systems, subsystems, and equipment have been approved.
- B. Perform tests using design conditions whenever possible.
 - 1. Simulate conditions by imposing an artificial load when it is not practical to test under design conditions and when written approval for simulated conditions is received from CxA. Before simulating conditions, calibrate testing instruments. Set and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.
 - 2. Alter set points when simulating conditions is not practical and when written approval is received from CxA.
 - 3. Alter sensor values with a signal generator when design or simulating conditions and altering set points are not practical. Do not use sensor to act as signal generator to simulate conditions or override values.
- C. Scope of HVAC Contractor Testing:
 - 1. Testing scope shall include entire HVAC installation, from central equipment for heat generation and refrigeration through distribution systems to each conditioned space. It shall include measuring capacities and effectiveness of operational and control functions.
 - 2. Test all operating modes, interlocks, control responses, responses to abnormal or emergency conditions, and verify proper response of building automation system controllers and sensors.
- D. Detailed Testing Procedures: CxA, with HVAC Contractor, TAB Subcontractor, and HVAC Instrumentation and Control Contractor, shall prepare detailed testing plans, procedures, and checklists for HVAC systems, subsystems, and equipment.

- E. HVAC Instrumentation and Control System Testing:
1. Field testing plans and testing requirements are specified in Division 23 Section "Instrumentation & Controls of HVAC & Plumbing Systems". The CxA, HVAC Contractor, Equipment Provider/Manufacturer and the HVAC Instrumentation and Control Contractor shall collaborate to prepare testing plans.
 2. CxA shall convene a meeting of appropriate entities to review test report of HVAC instrumentation and control systems.
- F. Energy Supply System Testing: HVAC Contractor shall prepare a testing plan to verify performance of gas systems and equipment. Plan shall include the following:
1. Sequence of testing and testing procedures for each equipment item and pipe section to be tested, identified by pipe zone or sector identification marker. Markers shall be keyed to Drawings for each pipe sector showing the physical location of each designated pipe test section. Drawings keyed to pipe zones or sectors shall be formatted to allow each section of piping to be physically located and identified when referred to in system testing plan.
 2. Tracking checklist for managing and ensuring that all pipe sections have been tested.
- G. Heat-Generation System Testing: HVAC Contractor shall prepare a testing plan to verify performance of single zone VAV units. Plan shall include the following:
1. Sequence of testing and testing procedures for each item of equipment and section of pipe to be tested, identified by identification marker. Markers shall be keyed to Drawings for each pipe sector showing the physical location of each item of equipment and pipe test section. Drawings shall be formatted to allow each item of equipment and section of piping to be physically located and identified when referred to in the system testing plan.
 2. Tracking checklist for managing and ensuring that all pipe sections have been tested.
- H. Refrigeration System Testing: HVAC Contractor shall prepare a testing plan to verify performance of single zone VAV units, condensing units and other refrigeration systems. Plan shall include the following:
1. Sequence of testing and testing procedures for each item of equipment and section of pipe to be tested, identified by identification marker. Markers shall be keyed to Drawings showing the physical location of each item of equipment and pipe test section. Drawings shall be formatted to allow each item of equipment and section of piping to be physically located and identified when referred to in the system testing plan.
 2. Tracking checklist for managing and ensuring that all pipe sections have been tested.
- I. HVAC Distribution System Testing: HVAC Contractor shall prepare a testing plan to verify performance of air, ERV unit wheel supply and exhaust, single zone VAV units and other distribution systems. Include HVAC terminal equipment and unitary equipment. Plan shall include the following:
1. Sequence of testing and testing procedures for each item of equipment and section of pipe to be tested, identified by identification marker. Markers shall be keyed to Drawings

showing the physical location of each item of equipment and pipe test section. Drawings shall be formatted to allow each item of equipment and section of piping to be physically located and identified when referred to in the system testing plan.

2. Tracking checklist for managing and ensuring that all pipe sections have been tested.
3. Equipment, air flow rates, air temperatures, safeties, and demand controlled ventilation.

J. Deferred Testing:

1. If tests cannot be completed because of a deficiency outside the scope of the HVAC system, the deficiency shall be documented and reported to Owner. Deficiencies shall be resolved and corrected by appropriate parties and test rescheduled.
2. If the testing plan indicates specific seasonal testing, appropriate initial performance tests shall be completed and documented and additional tests scheduled.

K. Testing Reports:

1. Reports shall include measured data, data sheets, and a comprehensive summary describing the operation of systems at the time of testing.
2. Include data sheets for each controller to verify proper operation of the control system, the system it serves, the service it provides, and its location. For each controller, provide space for recording its readout, the reading at the controller's sensor(s), plus comments. Provide space for testing personnel to sign off on each data sheet.
3. Prepare a preliminary test report. Deficiencies will be evaluated by Architect to determine corrective action. Deficiencies shall be corrected and test repeated.

END OF SECTION

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SECTION 230500 COMMON WORK RESULTS FOR HVAC

PART 1. GENERAL

1.1. SUMMARY

- A. Drawings and general provisions of the Contract, including General and Supplementary General Conditions and Division 01 Specification Sections, apply to this Section.
- B. Provide all labor, materials, equipment, and services necessary for and incidental to the complete installation and operation of all mechanical work.
- C. Unless otherwise specified, all submissions shall be made to, and acceptances and approvals made by the Architect and the Engineer.
- D. Contract Drawings are generally diagrammatic and all offsets, fittings, transitions and accessories are not necessarily shown. Furnish and install all such items as may be required to fit the work to the conditions encountered. Arrange piping, ductwork, equipment, and other work generally as shown on the contract drawings, providing proper clearance and access. Where departures are proposed because of field conditions or other causes, prepare and submit detailed shop drawings for approval in accordance with *Submittals* specified below. The right is reserved to make reasonable changes in location of equipment, piping, and ductwork, up to the time of rough-in or fabrication.
- E. Conform to the requirements of all rules, regulations and codes of local, state and federal authorities having jurisdiction.
- F. Coordinate the work under Division 23 with the work of all other construction trades.
- G. Be responsible for all construction means, methods, techniques, procedures, and phasing sequences used in the work. Furnish all tools, equipment and materials necessary to properly perform the work in first class, substantial, and workmanlike manner, in accordance with the full intent and meaning of the contract documents.

1.2. PERMITS AND FEES

- A. Obtain all permits and pay taxes, fees and other costs in connection with the work. File necessary plans, prepare documents, give proper notices and obtain necessary approvals. Deliver inspection and approval certificates to Owner prior to final acceptance of the work.
- B. Permits and fees shall comply with the Division 01, *General Requirements* of the specification.

1.3. EXAMINATION OF SITE

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

1.4. CONTRACTOR QUALIFICATION

- A. Any Contractor or Subcontractor performing work under Division 23 shall be fully qualified and acceptable to the Architect/Engineer and Owner. Submit the following evidence when requested:
 - 1. A list of not less than five comparable projects which the Contractor completed.
 - 2. Letter of reference from not less than three registered professional engineers, general contractors or building owners.
 - 3. Local and/or State License, where required.
 - 4. Membership in trade or professional organizations where required.
- B. A Contractor is any individual, partnership, or corporation, performing work by contract or subcontract on this project.
- C. Acceptance of a Contractor or Subcontractor will not relieve the Contractor or subcontractor of any contractual requirements or his responsibility to supervise and coordinate the work, of various trades.

1.5. MATERIALS AND EQUIPMENT

- A. Materials and equipment installed as a permanent part of the project shall be new, unless otherwise indicated or specified, and of the specified type and quality.
- B. Where material or equipment is identified by proprietary name, model number and/or manufacturer, furnish named item, or its equal, subject to approval by Engineer. Substituted items shall be equal or better in quality and performance and must be suitable for available space, required arrangement, and application. Submit all data necessary to determine suitability of substituted items, for approval.
- C. The suitability of named item only has been verified. Where more than one item is named, only the first named item has been verified as suitable. Substituted items, including items other than first named shall be equal or better in quality and performance to that of specified items, and must be suitable for available space, required arrangement and application. Contractor, by providing other than the first named manufacturer, assumes responsibility for all necessary adjustments and modifications necessary for a

satisfactory installation. Adjustments and modifications shall include but not be limited to electrical, structural, support, and architectural work.

- D. Substitution will not be permitted for specified items of material or equipment where noted.
- E. All items of equipment furnished shall have a service record of at least five (5) years.

1.6. FIRE SAFE MATERIALS

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

1.7. REFERENCED STANDARDS, CODES AND SPECIFICATIONS

- A. Specifications, Codes and Standards listed below are included as part of this specification, latest edition.
- B. AABC - Associated Air Balance Council
- C. ACCA - Air Conditioning Contractors of America
- D. ADC - Air Diffusion Council
- E. AGA - American Gas Association
- F. AMCA - Air Movement and Control Association
- G. ANSI - American National Standards Institute
- H. ARI - Air Conditioning and Refrigeration Institute
- I. ASHRAE - American Society of Heating, Refrigerating and Air Conditioning Engineers
- J. ASME - American Society of Mechanical Engineers
- K. ASPE - American Society of Plumbing Engineers
- L. ASTM - American Society for Testing and Materials
- M. DNREC - Delaware Department of Natural Resources
- N. IBC - International Building Code
- O. IEEE - Institute of Electrical and Electronics Engineers
- P. MSSP - Manufacturers Standards Society of the Valve and Fittings Industry
- Q. NEC - National Electrical Code
- R. NEMA - National Electrical Manufacturers Association
- S. NFPA - National Fire Protection Association
- T. SMACNA - Sheet Metal and Air Conditioning Contractors National Association
- U. UL - Underwriters' Laboratories
- V. State of Delaware Fire Protection Regulations.
- W. All mechanical equipment and materials shall comply with the codes and standards listed in the latest edition of ASHRAE HVAC Applications Handbook, Chapter entitled *Codes and Standards*.

1.8. SUBMITTALS, REVIEW AND ACCEPTANCE

- A. Equipment, materials, installation, workmanship and arrangement of work are subject to

review and acceptance. No substitution will be permitted after acceptance of equipment or materials except where such substitution is considered by the Engineer to be in best interest of Owner.

- B. After acceptance of Material and Equipment List, submit three (3) copies or more as required under General Conditions of complete descriptive data for all items. Data shall consist of specifications, data sheets, samples, capacity ratings, performance curves, operating characteristics, catalog cuts, dimensional drawings, wiring diagrams, installation instructions, and any other information necessary to indicate complete compliance with Contract Documents. Edit submittal data specifically for application to this project.
- C. Thoroughly review and stamp all submittals to indicate compliance with contract requirements prior to submission. Coordinate installation requirements and any electrical requirements for equipment submitted. Contractor shall be responsible for correctness of all submittals.
- D. Submittals will be reviewed for general compliance with design concept in accordance with contract documents, but dimensions, quantities, or other details will not be verified.
- E. Identify submittals, indicating intended application, location and service of submitted items. Refer to specification sections or paragraphs and drawings where applicable. Clearly indicate exact type, model number, style, size and special features of proposed item. Submittals of a general nature will not be acceptable. For substituted items, clearly list on the first page of the submittal all differences between the specified item and the proposed item. The contractor shall be responsible for corrective action and maintaining the specification requirements if differences have not been clearly indicated in the submittal.
- F. Submit actual operating conditions or characteristics for all equipment where required capacities are indicated. Factory order forms showing only required capacities will not be acceptable. Call attention, in writing, to deviation from contract requirements.
- G. Acceptance will not constitute waiver of contract requirements unless deviations are specifically indicated and clearly noted. Use only final or corrected submittals and data prior to fabrication and/or installation.
- H. For any submittal requiring more than two (2) reviews by the Engineer (including those caused by a change in subcontractor or supplier) the Owner will withhold contractor's funds by a change order to the contract to cover the cost of additional reviews. One review is counted for each action including rejection or return of any reason.
- I. For resubmissions, the Contractor must address in writing all of the Engineer's comments on the original submission to verify compliance.

1.9. SHOP DRAWINGS

- A. Prepare and submit shop drawings for all mechanical equipment, specially fabricated items, modifications to standard items, specially designed systems where detailed design

is not shown on the contract drawings, or where the proposed installation differs from that shown on contract drawings.

- B. Submit data and shop drawings including but not limited to the list below, in addition to provisions of the paragraph above. Identify all shop drawings by the name of the item and system and the applicable specification paragraph number and drawing number.
- C. Every submittal including, but not limited to the list below, shall be forwarded with its own transmittal as a separate, distinct shop drawing. Grouping of items/systems that are not related shall be unacceptable.

D. Items and Systems

Access Doors/Panels including layouts and locations
Airflow Monitoring Stations
Air Distribution Systems
Automatic Temperature Control Systems and Equipment
Coordinated Drawings
Drip Pans
Duct Materials
Exterior Equipment/Duct Piping Supports
Fans
Filters
Identification Systems
Material and Equipment Lists
Operations and Maintenance Manuals
Pipe Materials Including Itemized Schedules
Preliminary Testing and Balancing Reports
Single Zone VAV Units
Space Sensors (CO₂, Humidity, and Temperature)
Test Certificates
Variable Frequency Drive Motor Bearing Protective Rings
Variable Speed Drives
Vibration Isolation Materials
Weatherproof Assembly Components
Wiring Diagrams, Flow Diagrams and Operating Instructions

- E. Contractor, additionally, shall submit for review any other shop drawings as required by the Engineer. No item shall be delivered to the site, or installed, until the Contractor has received a submittal from the Engineer marked *Reviewed* or *Comments Noted*. After the proposed materials have been reviewed, no substitution will be permitted except where approved by the Engineer.
- F. For any shop drawing requiring more than two (2) reviews by the Engineer (including those caused by a change in subcontractor or supplier) the Owner will withhold contractor's funds by a change order to the contract to cover the cost of additional reviews. One review is counted for each action including rejection or return of any reason.

1.10. SUPERVISION AND COORDINATION

- A. Provide complete supervision, direction, scheduling, and coordination of all work under the Contract, including that of subcontractors.
- B. Coordinate rough-in of all work and installation of sleeves, anchors, and supports for piping, ductwork, equipment, and other work performed under Division 23.
- C. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction to allow for mechanical installations.
- D. Coordinate electrical work required under Division 23 with that under Division 26. Coordinate all work under Division 23 with work under all other Divisions.
- E. Supply services of an experienced (10 year minimum) and competent Project Manager to be in constant charge of work at site.
- F. Where a discrepancy exists within the specifications or drawings or between the specifications and drawings, the more stringent (or costly) requirement shall apply until clarification can be obtained from the Engineer. Failure to clarify such discrepancies with the Engineer will not relieve the Contractor of the responsibility of conforming to the requirements of the Contract.
- G. Failure of contractor to obtain a full and complete set of contract documents (either before or after bidding) will not relieve the contractor of the responsibility of complying with the intent of the contract documents.
- H. Coordinate installation of large equipment requiring positioning before closing in building. Where required arrange for manufacturer to ship equipment in modules.

1.11. CUTTING AND PATCHING

- A. Accomplish all cutting and patching necessary for the installation of work under Division 23. Damage resulting from this work to other work already in place, shall be repaired at Contractor's expense. Where cutting is required, perform work in neat and workmanlike manner. Restore disturbed work to match and blend with existing construction and finish, using materials compatible with the original. Use mechanics skilled in the particular trades required.
- B. Do not cut structural members without approval from the Architect or Engineer.

1.12. PENETRATION OF WATERPROOF CONSTRUCTION

- A. Coordinate the work to minimize penetration of waterproof construction, including roofs, exterior walls, and interior waterproof construction. Where such penetrations are necessary, furnish and install all necessary curbs, sleeves, flashings, fittings and caulking to make penetrations absolutely watertight.
- B. Where pipes penetrate roofs, flash pipe with Stoneman *Stormtite*, Pate or approved equal,

roof flashing assemblies with skirt and caulked counter flashing sleeve.

- C. Furnish and install pitch pockets or weather tight curb assemblies where required.
- D. Furnish and install roof drains, curbs, vent assemblies, and duct sleeves specifically designed for application to the particular roof construction, and install in accordance with the manufacturer's instructions. The Contractor shall be responsible for sleeve sizes and locations. All roof penetrations shall be installed in accordance with manufacturer's instructions, the National Roofing Contractors Association, SMACNA, and as required by other divisions of these specifications.
- E. All work associated with the existing roof shall be performed so as to maintain the existing 20 year roof warranty by Carlisle.

1.13. CONNECTIONS AND ALTERATIONS TO EXISTING WORK

- A. Unless otherwise noted on the drawings, where existing mechanical work is removed, pipes, valves, ductwork, etc., shall be removed, including hangers, to a point below finished floors or behind finished walls and capped. Such point shall be far enough behind finished surfaces to allow for installation of normal thickness of required finish material.
- B. Where work specified in Division 23 connects to existing equipment, piping, ductwork, etc., Contractor shall perform all necessary alterations, cuttings, fittings, etc., of existing work as may be necessary to make satisfactory connections between new and existing work, and to leave completed work in a finished and workmanlike condition.
- C. Where the work specified under Division 23, or under other Divisions, requires relocation of existing equipment, piping, ductwork, etc., Contractor shall perform all work and make necessary changes to existing work as may be required to leave completed work in a finished and workmanlike condition. Where existing insulation is disturbed, replace insulation where removed or damaged equal to existing, in type, thickness, density, finish and thermal resistance (R-value) value.
- D. Where the relocation of existing equipment is required for access or the installation of new equipment, the contractor shall temporarily remove and/or relocate and re-install as required to leave the existing and new work in a finished and workman like condition.

1.14. DEMOLITION

- A. Unless otherwise noted all existing equipment, piping, ductwork, etc., shall remain.
- B. Where existing equipment is indicated to be removed, all associated piping, conduit, power, controls, insulation, hangers, ductwork, supports and housekeeping pads, etc., patch, paint and repair walls/roof/floor to match existing and/or new finishes.
- C. The Contractor shall be responsible for visiting the site and determining the existing conditions in which the work is to be performed.

- D. Maintain egress at all times. Coordinate egress requirements with the State Fire Marshal, the Owner and the authorities having jurisdiction.
- E. At completion of project all temporary piping, valves, controls, etc., shall be removed in their entirety.
- F. Existing piping, equipment, ductwork, materials, etc., not required for re-use or re-installation in this project, shall be removed from the project site.
- G. Deliver to the Owner, on the premises where directed, existing equipment and materials which are removed and which are desired by the Owner or are indicated to remain the property of the Owner.
- H. All other materials and equipment which are removed shall become property of the Contractor and shall be promptly removed, from the premises, and disposed of by the Contractor, in an approved manner.
- I. Where piping and/or ductwork is removed, remove all pipe or ductwork hangers which were supporting the removed piping or ductwork. Patch the remaining penetration voids with like materials and paint to match existing construction.
- J. Before demolition begins, and in the presence of the Owners representative, test and note all deficiencies in all existing systems affected by demolition but not completely removed by demolition. Provide a copy of the list of system deficiencies to the Owner and the Engineer. Videotape existing conditions in each space prior to beginning demolition work.
- K. The Owner shall have the first right of refusal for all fixtures, devices and equipment removed by the Contractor.
- L. All devices and equipment designated by the Owner to remain the property of the Owner shall be moved and stored by the Contractor at a location on site as designated by the Owner. It shall be the Contractor's responsibility to store all devices and equipment in a safe manner to prevent damage while stored.
- M. All existing equipment refused by the Owner shall become the property of the Contractor and shall be removed from the site by the Contractor in a timely manner and disposed of in a legal manner.
- N. Temporary Disconnection: Remove, store, clean, reinstall, reconnect, and make operational equipment indicated for relocation.
- O. Terminate services and utilities in accordance with local laws, ordinances, rules and regulations.

1.15. DRIVE GUARDS

- A. Provide safety guards on all exposed belt drives, motor couplings, and other rotating machinery. Provide fully enclosed guards where machinery is exposed from more than

one direction.

- B. When available, guards shall be factory fabricated and furnished with the equipment. Otherwise fabricate guards of heavy gauge steel, rigidly braced, removable, and finish to match equipment served. Provide openings for tachometers. Guards shall meet local, State and O.S.H.A. requirements.

1.16. ALTERNATES

- A. Refer to Division 01 Section, "Alternates" for description of work under this section affected by alternates.

1.17. FASTENERS/CAPS

- A. For all roof mounted equipment containing refrigerant install lockable caps on service valves to prevent tampering. Lockable caps shall be Model NPR as manufactured by Rector Seal or approved equal. Provide Model NPR Novent screwdriver tool with swiveling tip. Caps shall be suitable and specific for the refrigerant type utilized.

1.18. DEFINITIONS

- A. *Approve* - to permit use of material, equipment or methods conditional upon compliance with contract documents requirements.
- B. *Furnish and install* or *provide* means to supply, erect, install, and connect to complete for readiness for regular operation, the particular work referred to.
- C. *Contractor* means the mechanical contractor and any of his subcontractors, vendors, suppliers, or fabricators.
- D. *Piping* includes pipe, all fittings, valves, hangers, insulation, identification, and other accessories relative to such piping.
- E. *Ductwork* includes duct material, fittings, hangers, insulation, sealant, identification and other accessories
- F. *Concealed* means hidden from sight in chases, formed spaces, shafts, hung ceilings, embedded in construction.
- G. *Exposed* means not installed underground or *concealed* as defined above.
- H. *Invert Elevation* means the elevation of the inside bottom of pipe.
- I. *Finished Spaces*: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceiling, and unexcavated spaces.
- J. *Review* - limited observation or checking to ascertain general conformance with design concept of the work and with information given in contract documents. Such action does

not constitute a waiver or alteration of the contract requirements.

- K. *Building Line:* Exterior wall of building.

1.19. MINIMUM EFFICIENCY REQUIREMENTS

- A. All heating, ventilating, and air conditioning equipment shall be manufactured to provide the minimum efficiency requirements as specified in ASHRAE Standard 90.1, latest edition.
- B. All piping, ductwork, and equipment insulation shall comply with ASHRAE Standard 90.1, latest edition.
- C. All mechanical devices, controls, accessories, and components shall be manufactured to provide the minimum efficiency requirements as specified in ASHRAE Standard 90.1, latest edition.

1.20. SYSTEM INTEGRATION

- A. For all HVAC equipment specified to be provided with packaged controls and interfaced with the automatic temperature control system, provide system integration between the equipment manufacturer and the automatic temperature control subcontractor.
- B. HVAC equipment submittals requiring system integration as defined above must identify all required system integration points.
- C. HVAC equipment manufacturers must coordinate with ATC subcontractor regarding system integration prior to submitting on the equipment.
- D. A system integration meeting must be arranged by the Mechanical Contractor and include, but not be limited to the systems integrator for the HVAC equipment manufacturer and the ATC Subcontractor. This portion of systems integration must occur prior to HVAC equipment being delivered to the project.
- E. Once the HVAC equipment is on site, a second systems integration meeting must be arranged by the Mechanical Contractor to coordinate the packaged controls with the ATC system. The HVAC equipment manufacturer's representative familiar with system integration and the ATC subcontractor familiar with programming must be present.
- F. A final system integrations meeting shall occur once all equipment is in place and ready for operation. The Mechanical Contractor, the HVAC equipment systems' integrator, and the ATC Subcontractor shall meet on site to jointly program, schedule, verify points, interlock devices, and fully set up all systems integration components.
- G. All systems integration coordination, programming, and graphics must be completed prior to requesting commissioning and/or inspections by the Engineer of Record.

PART 2. ELECTRICAL REQUIREMENTS

2.1. GENERAL MOTOR AND ELECTRICAL REQUIREMENTS

- A. Furnish and install control and interlock wiring for the equipment furnished. In general, power wiring and motor starting equipment will be provided under Division 26. Carefully review the contract documents to coordinate the electrical work under Division 23 with the work under Division 26. Where the electrical requirements of the equipment furnished differ from the provisions made under Division 26, make the necessary allowances under Division 23. Where no electrical provisions are made under Division 26, include all necessary electrical work under Division 23.
- B. All electrical work performed under Division 23 shall conform to the applicable requirements of Division 26 and conforming to the National Electrical Code. All wiring, conduit, etc., installed in ceiling plenums must be plenum rated per NFPA and the International Building Code.
- C. Provide wiring diagrams with electrical characteristics and connection requirements.
- D. Test Reports: Indicate test results verifying nominal efficiency and power factor for three phase motors larger than five (5) horsepower.
- E. Protect motors stored on site from weather and moisture by maintaining factory covers and suitable weatherproof covering. For extended outdoor storage, remove motors from equipment and store separately.
- F. All motors shall be furnished with visible nameplate indicating motor horsepower, voltage, phase, cycles, RPM, full load amps, locked rotor amps, frame size, manufacturer's name and model number, service factor, power factor and efficiency.
- G. Motors located in exterior locations, wet air streams, and outdoors shall be totally enclosed weatherproof epoxy-treated type.
- H. Nominal efficiency and power factor shall be as scheduled at full load and rated voltage when tested in accordance with IEEE 112.
- I. Brake horsepower load requirement at specified duty shall not exceed 85 percent of nameplate horsepower times NEMA service factor for motors with 1.0 and 1.15 service factors.
- J. All single phase motors shall be provided with thermal protection: Internal protection shall automatically open power supply circuit to motor when winding temperature exceeds a safe value calibrated to temperature ratings of motor insulation. Thermal protection device shall automatically reset when motor temperature returns to normal range, unless otherwise indicated.

2.2. MOTORS AND CONTROLS

- A. Motors and controls shall conform to the latest requirements of IEEE, NEMA, NFPA-70 and shall be UL listed. Motor sizes are specified with the driven equipment. Motor starting and control equipment is specified either with the motor which is controlled or in

an electrical specification section. The Contractor is advised to consult all specification sections to determine responsibility for motors and controls.

- B. Motors shall be designed, built and tested in accordance with the latest revision of NEMA Standard MG 1.
- C. Motors used with variable-frequency controllers shall have ratings, characteristics, and features coordinated with and approved by the variable frequency controller (drive) manufacturer. As a minimum the following shall apply to variable frequency controlled motors:
 - 1. Motors shall be manufactured to withstand peak voltages of 1600 volts with .1 microsecond rise time per NEMA MG-1.
 - 2. Critical vibration frequencies of motor shall not be within operating range of variable frequency controller output.
 - 3. Temperature rise: Match rating for Class B insulation.
 - 4. Insulation: Class F.
 - 5. Thermal Protection: Conform to MG1 requirements for thermally protected motors.
- D. Motors shall be suitable for use under the conditions and with the equipment to which applied, and designed for operation on the electrical systems specified or indicated.
 - 1. Motor capacities shall be such that the horsepower rating and the rated full-load current will not be exceeded while operating under the specified operating conditions. Under no condition shall the motor current exceed that indicated on the nameplates.
 - 2. Motor sizes noted in the individual equipment specifications are minimum requirements only. It is the responsibility of the equipment manufacturers and of the Contractor to furnish motors, electrical circuits and equipment of ample capacity to operate the equipment without overloading, exceeding the rated full-load current, or overheating at full-load capacity under the most severe operating service of this equipment. Motors shall have sufficient torque to accelerate the total WR^2 of the driven equipment to operating speed.
 - 3. Motors shall be continuous duty type and shall operate quietly at all speeds and loads.
 - 4. Motors shall be designed for operation on 60 hertz power service. Unless otherwise specified or shown, motors less than $\frac{1}{2}$ horsepower shall be single phase, and motors $\frac{1}{2}$ horsepower and larger shall be 3 phase unless otherwise noted.
 - 5. Motors shall be mounted so that the motor can be removed without removing the

entire driven unit.

- E. Single phase motors, smaller than 1/20 horsepower shall be ball or sleeve bearing; drip-proof, totally enclosed or explosion proof, as specified; 120 volts; permanent-split capacitor or shaded pole type. These motors shall not be used for general power purposes, and shall only be provided as built-in components of such mechanical equipment as fans, unit heaters, humidifiers and damper controllers. When approved by the Engineer, deviations from the specifications will be permitted as follows:
1. Open motors may be installed as part of an assembly where enclosure within a cabinet provides protection against moisture.
 2. Motors used in conjunction with low voltage control systems may have a voltage rating less than 115 volts.
- F. Single phase motors, greater than 1/20 horsepower and less than ½ horsepower shall be ball bearing; drip-proof, totally enclosed or explosion proof, as specified, with Class A or B insulation, as standard with the motor manufacturer; 115 or 120/208/240 volts as required; capacitor start-induction run, permanent split capacitor, or repulsion start-induction run type with minimum efficiency of 70 percent and a minimum full load power of 77 percent.
- G. Except as otherwise specified in the various specification sections, 3 phase motors 60 horsepower and smaller shall be NEMA design B squirrel cage induction type meeting the requirements of this paragraph. Motors shall be drip-proof, totally enclosed or explosion proof, as specified or indicated. Insulation shall be Class B or F, at 40 degrees C ambient temperature. Drip-proof motors shall have a 1.15 service factor and totally enclosed and explosion proof motors shall have a service factor of 1.00 or higher. Motors specified for operation at 480, 240, and 208 volts shall be nameplated 460, 230, 200 volts, respectively. Efficiencies and percent power factor at full load for three phase motors shall be not less than the values listed below for premium efficiency motors:

MOTOR NAMEPLATE	MINIMUM PERCENT EFFICIENCY AT NOMINAL SPEED AND RATED LOAD	MINIMUM PERCENT POWER FACTOR
1HP and above to	85.5 percent	84 percent
1-½ HP	86.5 percent	85 percent
2HP	86.5 percent	85 percent
3HP	89.5 percent	86 percent
5HP	89.5 percent	87 percent
7½ HP	91 percent	86 percent
10HP	91.7 percent	85 percent

MOTOR NAMEPLATE	MINIMUM PERCENT EFFICIENCY AT NOMINAL SPEED AND RATED LOAD	MINIMUM PERCENT POWER FACTOR
15HP	93.0 percent	85 percent

- H. Three phase motors ½ HP or greater shall be the Duty Master XE by Reliance Electric Company, Super-E Premium Efficiency of Baldor Motor and Drives, E-plus Efficient Standard Duty Motor of the Electric Motor Division of Gould, Inc., the MAC II High Efficiency motor of Westinghouse Electric Corp., the equivalent product of General Electric, or approved equal.
- I. For motors serving equipment being controlled by a variable speed drive, motor shall be premium efficiency inverter duty rated.
- J. Motor frames shall be NEMA Standard T-Frames of steel, aluminum, or cast iron with end brackets of cast-iron or aluminum with steel inserts.
- K. Control of each motor shall be manual or automatic as specified for each in the various mechanical sections. In general, and unless otherwise specified for a particular item in the various mechanical sections of the specifications, motor starters and controls shall be specified and provided under the various electrical sections of these specifications.

2.3. MOTOR INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install securely on firm foundation. Mount ball bearing motors to support shaft regardless of shaft position.
- C. Check line voltage and phase and ensure agreement with nameplate. Check that proper thermal overloads have been installed prior to operating motors.
- D. Use adjustable motor mounting bases for belt-driven motors.
- E. Align pulleys and install belts.
- F. Tension belts according to manufacturer's written instructions.

2.4. WIRING DIAGRAMS

- A. The Contractor is responsible for obtaining and submitting wiring diagrams for all major items of equipment.
- B. Wiring diagrams shall be provided with shop drawings for all equipment requiring electric power.

- C. Provide wiring diagrams for all major mechanical items of equipment to electrical contractor and ATC subcontractor for coordination.

2.5. VARIABLE FREQUENCY DRIVE MOTOR BEARING PROTECTIVE RINGS:

- A. For all motors driven by a variable frequency PWM drive include a maintenance free, circumferential, conductive micro fiber shaft grounding ring to discharge shaft currents. Grounding rings shall be manufactured by AEGIS SGR or approved equal.
- B. Furnish units with one year warranty.
- C. Size and select Bearing Protective Rings per the manufacturer requirements based on the motor size, shaft diameter, and shaft shoulder length. For motors with slingers furnish and install NEMA /IEC kit as required.
- D. Furnish and apply Colloidal silver shaft coating to all shafts with Bearing Protective Rings to improve shaft voltage discharge capability.

PART 3. EXECUTION

3.1. EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

- A. Install equipment to provide maximum possible headroom, if mounting heights are not indicated.
- B. Install equipment according to approved submittal data. Portions of the work are shown only in diagrammatic form. Refer conflicts to Engineer.
- C. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- D. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- E. Install equipment giving right of way to piping installed at required slope.

3.2. SUPPORTS, HANGERS AND FOUNDATIONS

- A. Provide supports, hangers, braces, attachments and foundations required for the work. Support and set the work in a thoroughly substantial and workmanlike manner without placing strains on materials, equipment, or building structure, submit shop drawings for approval. Coordinate all work with the requirements of the structural division.
- B. Supports, hangers, braces, and attachments shall be standard manufactured items or fabricated structural steel shapes. All interior hangers shall be galvanized or steel with rust inhibiting paint. For un-insulated copper piping provide copper hanger to prevent contact of dissimilar metals. All exterior hangers shall be constructed of stainless steel utilizing stainless steel rods, nuts, washers, bolts, etc.

3.3. PROVISIONS FOR ACCESS

- A. The contractor shall provide access panels and doors for all concealed equipment, valves, dampers, filters, controls, control devices, and other devices requiring maintenance, service, adjustment, balancing or manual operation.
- B. Where access is by means of liftout ceiling tiles or panels, mark each ceiling grid using small color-coded and numbered tabs. Provide a chart or index for identification. Place markers within ceiling grid not on ceiling tiles.
- C. Access panels, doors, etc. described herein shall be furnished under the section of specifications providing the particular service and to be turned over to the pertinent trade for installation. Coordinate installation with installing contractor. All access doors shall be painted in baked enamel finish to match ceiling or wall finish.
- D. Submit shop drawings indicating the proposed location of all access panels/doors. Access doors in finished spaces shall be coordinated with air devices, lighting and sprinklers to provide a neat and symmetrical appearance.

3.4. PAINTING AND FINISHES

- A. Provide protective finishes on all materials and equipment. Use coated or corrosion-resistant materials, hardware and fittings throughout the work. Paint bare, untreated ferrous surfaces with rust-inhibiting paint. All exterior components including supports, hangers, nuts, bolts, washers, vibration isolators, etc. shall be stainless steel.
- B. Clean surfaces prior to application of insulation, adhesives, coatings, paint, or other finishes.
- C. Provide factory-applied finishes where specified. Unless otherwise indicated factory-applied paints shall be baked enamel with proper pretreatment.
- D. Protect all finishes and restore any finishes damaged as a result of work under Division 23 to their original condition.
- E. The preceding requirements apply to all work, whether exposed or concealed.
- F. Remove all construction marking and writing from exposed equipment, ductwork, piping and building surfaces. Do not paint manufacturer's labels or tags.
- G. All exposed piping, equipment, etc. shall be painted. Colors shall be as stated in this division or as selected by the Owner and conform to ANSI Standards.
- H. All exterior roof mounted ductwork, equipment, and piping shall be painted to match roof in color as selected by Owner.
- I. All exposed conduits, piping, equipment, etc. in finished spaces shall be painted. Colors shall be as selected by the Owner conform to ANSI Standards.

3.5. CLEANING OF SYSTEMS

- A. Maintain strainers and dirt pockets in clean condition.
- B. Clean fans, enclosures, flues, registers, grilles, and diffusers at completion of work.
- C. Install filters of equal efficiency to those specified in permanent air systems operated for temporary heating during construction. Replace with clean filters as specified prior to acceptance and after cleaning of system. Provide new return air filters for each return grille.
- D. Pay for labor and materials required to locate and remove obstructions from systems that are clogged with construction refuse after acceptance. Replace and repair work disturbed during removal of obstructions.
- E. Leave systems clean, and in complete running order.

3.6. COLOR SELECTION

- A. Color of finishes shall be as selected by the Architect.
- B. Submit color of factory-finished equipment for acceptance prior to ordering.

3.7. PROTECTION OF WORK

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

3.8. OPERATION OF EQUIPMENT

- A. Clean all systems and equipment prior to initial operation for testing, balancing, or other purposes. Lubricate, adjust, and test all equipment in accordance with manufacturer's instructions. Do not operate equipment unless all proper safety devices or controls are operational. Provide all maintenance and service for equipment that is authorized for operation during construction.
- B. Where specified, or otherwise required, provide the services of the manufacturer's

factory-trained servicemen or technicians to start up the equipment. Where factory start-up of equipment is not specified, provide field start-up by qualified technician.

- C. Submit factory start-up sheets or field start-ups sheets for all equipment prior to the commencement of testing and balancing work. Testing and balancing work shall not commence until start-up reports have been completed, reviewed by Engineer and forwarded to Testing and Balancing Agency.
- D. Do not use mechanical systems for temporary services or temporary conditioning during construction, unless approved by Owner in writing. Refer to Division 01 Section "Construction Facilities and Temporary Controls" for temporary heating/cooling during construction.
- E. Upon completion of work, clean and restore all equipment to new conditions; replace expendable items such as filters.

3.9. DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Record demonstration and training video recordings. Record each training module separately.
 - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to Engineer
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.
- D. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.
- E. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

3.10. IDENTIFICATIONS, FLOW DIAGRAMS, ELECTRICAL DIAGRAMS AND OPERATING INSTRUCTIONS

- A. Contractor shall submit for approval schematic piping diagrams of each piping system installed in the building. Diagrams shall indicate the location and the identification number of each valve in the particular system. Following approval by all authorities, the diagrams shall be framed, mounted under safety glass and hung in each Mechanical Room where directed. Contractor shall deliver the tracing or sepia from which the diagrams were reproduced to the Owner.
- B. All items of equipment, including motor starters, disconnects and ATC panels shall be furnished with white on black plastic permanent identification cards. Lettering shall be a minimum of ¼ inch high. Identification plates shall be secured, affixed to each piece of

equipment, starters, disconnects, panels by screw or adhesive (tuff bond #TB2 or as approved equal).

- C. Provide three (3) copies of operating and maintenance instructions for all principal items of equipment furnished. This material shall be bound as a volume of the *Record and Information Booklet* as hereinafter specified.
- D. All piping installed under this contract shall be stenciled with *direction of flow* arrows and with stenciled letters naming each pipe and ductwork and service. Refer to Division 23 Section, "HVAC Piping, Fittings, Valves, Etc." and Division 23 Section, "HVAC Air Distribution". Color-code all direction of flow arrows and labels. In finished spaces omit labeling and direction of flow arrows. Paint in color as selected by Architect.
- E. Submit list of wording, symbols, letter size, and color coding for mechanical identification. Submit samples of equipment identification cards, piping labels, ductwork labels, and valve tags to Engineer for review prior to installation.
- F. Provide at least 8 hours of straight time instruction to the operating personnel. This instruction period shall consist of not less than two (2) 4-hour days. Time of instruction shall be designated by the Owner. Additional instruction time for the automatic temperature control (ATC) system is specified in Division 23 Section, "Instrumentation & Controls of HVAC & Plumbing Systems".
- G. Contractor shall demonstrate Sequences of Operation of all equipment in presence of Owner's representative, Engineer, and ATC subcontractor.

3.11. WALL AND FLOOR PENETRATION

- A. All penetrations of partitions, ceilings, roofs and floors by ducts, piping or conduit under Division 23 shall be sleeved, sealed, and caulked airtight for sound and air transfer control.
- B. Provide pipe escutcheons and duct flanges for sleeved pipes and ducts in finished areas.
- C. Piping sleeves:
 - 1. Galvanized steel pipe, standard weight where pipes are exposed and roofs and concrete and masonry walls. On exterior walls provide anchor flange welded to perimeter.
 - 2. Twenty-two (22) gauge galvanized steel elsewhere.

3.12. RECORD DRAWINGS

- A. Upon completion of the mechanical installations, the Contractor shall deliver to the Engineer one complete set of prints of the mechanical contract drawings which shall be legibly marked in red pencil to show all changes and departures of the installation as compared with the original design. They shall be suitable for use in preparation of Record Drawings.

- B. Contractor shall incorporate all sketches, addendums, value engineering, change orders, etc., into record drawings prior to delivering to Architect.

3.13. WARRANTY

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

3.14. LUBRICATION

- A. All bearings, motors, and all equipment requiring lubrication shall be provided with accessible fittings for same. Before turning over the equipment to the Owner, the Contractor shall fully lubricate each item of equipment, shall provide one year's supply of lubricant for each, and shall provide Owner with complete written lubricating instructions, together with diagram locating the points requiring lubrication. Include this information in the Record and Information Booklet.
- B. In general, all motors and equipment shall be provided with grease lubricated roller or ball bearings with Alemite or equal accessible or extended grease fittings and drain plugs.

3.15. OPERATIONS AND MAINTENANCE MANUALS

- A. The Contractor shall have prepared three (3) hardcopies and one (1) electronic copy of the *Operations and Maintenance Manuals* and deliver these copies of the booklet to the Owner. The booklet shall be as specified herein. The booklet must be approved and will not be accepted as final until so stamped.

- B. The booklet shall be bound in a three-ring loose-leaf binder similar to National No. 3881 with the following title lettered on the front: *Operations and Maintenance Manuals – Howard High School Gym AC - HVAC*. No sheets larger than 8-1/2 inches x 11 inches shall be used, except sheets that are neatly folded to 8-1/2 inches x 11 inches and used as a pull-out. Provide divider tabs and table of contents for organizing and separating information.
- C. Provide the following data in the booklet:
1. As first entry, an approved letter indicating the starting/ending time of Contractor's warranty period.
 2. Maintenance operation and lubrication instructions on each piece of equipment furnished.
 3. Complete catalog data on each piece of heating and air conditioning equipment furnished including approved shop drawing.
 4. Manufacturer's extended limited warranties on equipment including but not limited to variable frequency drives and air conditioning compressors.
 5. Chart form indicating frequency and type of routine maintenance for all mechanical equipment. The chart shall also indicate model number of equipment, location and service.
 6. Provide sales and authorized service representatives names, address, and phone numbers of all equipment and subcontractors.
 7. Provide supplier and subcontractor's names, address, and phone number.
 8. Catalog data of all equipment, valves, etc. shall include wiring diagrams, parts list and assembly drawing.
 9. Provide and install in locations as directed by the Owner, valve charts including valve tag number, valve type, valve model number, valve manufacturer, style, service and location. Each valve chart shall be enclosed in a durable polymer based frame with a cover safety glass.
 10. Copy of the approved balancing report.
 11. ATC systems including as-built ATC drawings of systems including internal of all panels.
 12. Access panel charts with index illustrating the location and purpose of access panels.
 13. Approved Electrical Certificates.
 14. Start-up reports for equipment.
 15. Provide and install in locations as directed by Owner, filter charts, including filter type, size, model number, manufacturer, quantity and size for each filter utilized on the project. Filter charts shall be enclosed in a durable polymer based frame with a cover safety glass.
 16. Insert color graphic with embedded parameters for ATC system into record and information booklet.
 17. Filter charts indicating equipment served, size, and type of filter required.
- D. Submit Record and Information Booklets prior to anticipated date of substantial completion for Engineer review and approval. Substantial completion requires that Record and Information booklets be reviewed and approved.

3.16. PIPING SYSTEMS TESTING

- A. The entire new HVAC piping systems shall be tested hydrostatically before insulation covering is applied and proven tight under the following gauge pressures for a duration of four (4) hours. Testing to be witnessed by Owner's representative and documented in writing.
- B. All new gas piping shall be pressure tested in accordance with NFPA-54. Gas piping systems shall be proven tight under the following gauge pressures for a duration of four (4) hours:

SYSTEM	TEST PRESSURE
Gas Piping	100 psig

- C. Testing and acceptance thereof shall be in accordance with local requirements and shall meet approval of authority having jurisdiction. Submit certificates and approved permits and insert one (1) copy in the *Operations and Maintenance Manuals*.

3.17. ADDITIONAL FILTERS AND BELTS

- A. One complete set of additional filters and belts shall be turned over to the owner upon final acceptance of the building by the owner. Provide correspondence to the Engineer (copy) documenting that additional filters and belts have been turned over to Owner.
- B. All filters and belts shall be tagged and identified for equipment served. Furnish filters in protection wrap.

3.18. OUTAGES

- A. Provide a minimum of seven (7) days' notice to schedule outages. The Contractor shall include in their bid outages and/or work in occupied areas to occur on weekends, holidays, or at night. Coordinate and get approval of all outages with the Owner.
- B. Submit *Outage Request form*, attached at end of this Section, to Owner for approval.

END OF SECTION

OUTAGE REQUEST

DATE APPLIED: _____ BY: _____

DATE FOR OUTAGE: _____ FIRM: _____

START OUTAGE-TIME: _____ DATE: _____

END OUTAGE -- TIME: _____ DATE: _____

AREAS AND ROOMS: _____

FLOOR(S): _____

AREA(S): _____

ROOM(S): _____

WORK TO BE PERFORMED: _____

SYSTEM(S): _____

REQUEST APPROVED BY: _____

(FOREMAN OR OTHER PERSON IN CHARGE)

(FOR OWNER'S USE ONLY):

APPROVED: _____

YES ____ NO ____ BY: _____ DATE: _____

DATE/TIME-AS REQUESTED: _____ OTHER : _____

OWNER'S PRESENCE REQUIRED: _____

YES: ____ NO: ____ NAME: _____

POINT OF CONTACT: _____ PHONE: _____

DIVISION 23 SECTION 230505
HVAC PIPING, FITTINGS AND VALVES
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SECTION 230505 - HVAC PIPING, FITTINGS AND VALVES

PART 1. GENERAL

1.1. SUMMARY

- A. The conditions of the contract and other general requirements apply to the work specified in this section. All work under this section shall also be subject to the requirements of Division 23 Section, *Common Work Results for HVAC* and Division 01, *General Requirements*.
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2. SYSTEM DESCRIPTION CONDITIONS

- A. Provide all labor and materials necessary to furnish and install all piping systems on this project as herein specified and/or shown on the drawings. Final connections to equipment furnished in other sections of the specifications shall be included under this section.
- B. Where more than one piping system material is specified, ensure system components are compatible and joined to ensure the integrity of the system is not jeopardized. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.
- C. Use unions, flanges, and couplings downstream of valves and at equipment or apparatus connections. Do not use direct welded or threaded connections to valves, equipment or other apparatus.
- D. Provide pipe hangers and supports in accordance with ASTM B31.9 and MSS SP69 unless indicated otherwise.

1.3. QUALITY ASSURANCE

- A. Valves: Manufacturer's name and pressure rating marked on valve body.
- B. All grooved joint couplings, fittings, valves, and specialties shall be the products of a single manufacturer. Grooving tools shall be of the same manufacturer as the grooved components.
 - 1. All castings used for coupling housings, fittings, and valve bodies shall be date stamped for quality assurance and traceability.
- C. Maintain one copy of each document on site.

1.4. DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, protect and handle products to site under as hereinbefore specified.
- B. Accept valves on site in shipping containers with labeling in place. Inspect for damage.

- C. Provide temporary protective coating on cast iron and steel valves.
- D. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- E. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed systems.

PART 2. PRODUCTS

2.1. PIPE MATERIALS

- A. All materials, unless otherwise specified, shall be new and of the best quality of their respective kinds, and shall conform to the requirements and ordinances of local, state and insurance authorities having jurisdiction.
 - 1. Cooling Coil A/C Condensate Drain Piping:
 - a). Pipe & Fittings: All A/C condensate drain piping shall be constructed of Type L copper tubing, with sweat fittings made with 95-5 solder. Washout plugs (cleanouts) shall be strategically located to allow periodic flush out of system. At a minimum, provide washout plugs at equipment connections and at direction changes of 90 degrees F or greater.
 - 2. Gas Piping:
 - a). Outside building above grade/roof: Schedule 40 black steel pipe, ASTM A53 or A120.
 - b). Fittings & Joints: 150 lb. screwed malleable iron ASTM B16.3 with joints sealed with litharge and glycerin. Piping 2 ½ inches and larger and any concealed piping within walls must be welded, ASTM A24 forged steel welded type joints shall be threaded or welded to ANSI B31.1 or ASME Sec. 1.
 - c). Plug Valves: 2- ½ inches & larger ASME B16.38 and MSS SP-78 cast iron lubricated plug valves with 125 psig pressure rating, 3 turn type. Gas valves are prohibited above ceilings.
 - d). Cocks: 2 inches & smaller - bronze, Crane 270. AGA certified bronze body, plug type with bronze plug, ball type with chrome plated brass ball, for 5 psig or less gas. Include AGA stamp, flat or square head or lever handle, and threaded ends conforming to ASME B1.20.1
 - e). Ball Valves: Full flow, double seal, ball type with bronze body, Buna-N seals and O-ring packing, chrome plated brass ball and designed for working pressures up to 175 psig. Valves shall be 3 turn type. MSS SP-78,

class 175 WOG.

- f). Finish: All gas piping installed exposed on a roof shall be primed and finished with two coats of rust resistant paint with ANSI yellow finish. Paint shall be two part epoxy-exterior paint as manufactured by Pittsburgh Paint, Themeco, or approved equal.
- B. Steel pipe shall be similar and equal to National Tube Company, Grinnell, Republic, or Bethlehem black or zinc-coated (galvanized) as hereinafter specified. Pipe shall be free from all defects which may affect the durability for the intended use. Each length of pipe shall be stamped with the manufacturer's name.
- C. Copper pipe shall be Revere, Anaconda or Chase with approved solder fittings.

2.2. PIPE HANGERS

- A. All hangers for metallic piping shall be adjustable, wrought clevis type, or adjustable malleable split ring swivel type, having rods with machine threads. Hangers shall be Grinnell Company's Figure 260 for pipe $\frac{3}{4}$ -inch and larger, and Figure 65 for pipe 2-inches and smaller, or approved equal. Adjustable pipe stanchion with U-bolt shall be Grinnell Company's Figure 191. Pipe roller supports shall be Grinnell's Figure 181 or Figure 271. Exterior pipe hangers shall be galvanized or stainless steel construction. For copper piping in direct contact with the hanger, hanger construction shall be copper coated to prevent contact of dissimilar metals similar to Grinnell's Figure CT-65. Hanger spacing and rod sizes for steel and copper pipe shall not be less than the following:

NOMINAL PIPE SIZE IN	STD. STEEL PIPE	MAXIMUM SPAN FT. COPPER TUBE	MINIMUM ROD DIAMETER INCHES OF ASTM A36 STEEL THREADED RODS
$\frac{3}{4}$ & 1	6	5	$\frac{3}{8}$
1 - $\frac{1}{2}$	6	8	$\frac{3}{8}$
2	8	8	$\frac{3}{8}$
2 - $\frac{1}{2}$	10	9	$\frac{1}{2}$
3	12	10	$\frac{1}{2}$
4	14	12	$\frac{5}{8}$

- B. Hangers for pipe sizes $\frac{1}{2}$ to 1 $\frac{1}{2}$ inch (13 to 38 mm): Carbon steel, adjustable swivel, split ring.
- C. Hangers for cold pipe sizes 2 inches (50 mm) and over: Carbon steel, adjustable, clevis.

- D. Copper pipe support: Carbon steel ring, adjustable, copper plated.
- E. Hanger rods: Mild steel threaded both ends, threaded one end, or continuous threaded.

2.3. VALVES

- A. Provide parts list and assembly drawings (exploded view) for all valves in shop drawing submittals. Provide valves of the same type by the same manufacturer.

2.4. UNIONS, FLANGES, AND COUPLINGS

- A. Unions in steel pipe 2-inches and smaller shall be malleable iron with brass inserted seats designed for a working pressure of 150 psig.
- B. Unions in copper pipe 2-inches and smaller shall be sweat fittings with bronze seats designed for a working pressure of 125 psig.
- C. Flanges for steel pipe over 2 inches shall be 150 psig, forged steel, slip on. Gaskets shall be 1/16 inch thick pre-formed neoprene.

2.5. DIELECTRIC CONNECTIONS:

- A. Furnish and install electrically insulated dielectric waterway fittings, unions or flanges, as manufactured by Victaulic Company Style 47, EPCO Sales, Inc., or approved equal at the following locations:
 - 1. Where steel piping systems join copper piping.
 - 2. Where copper tube connects to domestic water storage tanks, water heaters, heat exchangers, expansion tanks, and other steel vessels.
 - 3. Avoid the installation of steel nipples, cast iron or steel valves and specialties, or other ferrous components in predominately copper piping systems. Where such installation is necessary, isolate the component with dielectric connections. Do not mix steel pipe and copper tube in the same run of pipe or in the same section of a piping system.

2.6. ROOFTOP PIPING SUPPORTS/BASES

- A. Furnish and install rooftop piping supports for all piping installed on the roof. Entire system shall be as manufactured by Eberl Iron Works or approved equal.
- B. Bases: The base supports shall be the non-penetrating type preventing need for additional barriers. Base material shall be heavy duty rubber manufactured from 100% recycled ground crumb rubber.
- C. Pipe Supports: The pipe supports shall be elevated pipe roller supports. To allow for expansion and contraction the supports shall include pipe rollers, threaded rods, and

supporting hardware. All supports shall be type 304 stainless steel with stainless steel hardware. Furnish with pipe straps to restrain pipes on the rollers.

PART 3. EXECUTION

3.1. GENERAL PIPING INSTALLATION REQUIREMENTS

- A. All pipes shall be cut accurately to measurements established at the building, and shall be worked into place without springing or forcing, properly clearing all windows, doors and other openings. Excessive cutting or other weakening of the building structure to facilitate piping installation will not be permitted. All pipes shall be so installed as to permit free expansion and contraction without causing damage. All horizontal mains shall pitch down in the direction of flow with a grade of not less than 1 inch in 40 feet. All open ends of pipe lines, equipment, etc., shall be properly capped or plugged during installation to keep dirt or other foreign material out of the system. All pipes shall be run parallel with the lines of the building and as close to walls, columns and ceilings as may be practical, with proper pitch. All piping shall be arranged so as not to interfere with removal of other equipment on devices not to block access to doors, windows, manholes, or other access openings. Flanges or unions, as applicable for the type of piping specified, shall be provided in the piping at connections to all items of equipment, coils, etc., and installed so that there will be no interference with the installation of the equipment, ducts, etc. All valves and specialties shall be placed to permit easy operation and access and all valves shall be regulated, packed and glands adjusted at the completion of the work before final acceptance. All piping shall be installed so as to avoid air or liquid pockets throughout the work. Ends of pipe shall be reamed so as to remove all burrs.
- B. All piping shall be graded to convey entrained air to high points where automatic air vents shall be provided. The size of supply and return pipes for each piece of equipment shall in no case be smaller than the outlets in the equipment.
- C. All piping shall be run to provide a minimum clearance of 2-inches between finished covering on such piping and all adjacent work. Group piping wherever practical at common elevations.
- D. All valves, strainers, caps, and other fittings shall be readily accessible.
- E. Shut-off valves shall be installed at the inlet and outlet of each coil and piece of equipment to permit isolation for maintenance and repair. Units having multiple coils shall have separate valves for each coil.
- F. Unions shall be installed on all bypasses, ahead of all traps, at all connections to equipment, where shown on drawings or where required to facilitate removal of equipment whether shown or not.
- G. If the size of any piping is not clearly evident in the drawings, the Contractor shall request instructions for the Engineer as to the proper sizing. Any changes resulting from the Contractor's failure to request clarification shall be at his expense. Where pipe size discrepancies or conflicts exist in the drawings, the larger pipe size shall govern.

- H. Provide clearance for installation of insulation and access to valves and fittings.
- I. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

3.2. VALVE INSTALLATION REQUIREMENTS

- A. Examine piping system for compliance with requirements for installation tolerances and other conditions affecting performance of valves. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- C. Operate valves from fully open to fully closed positions. Examine guides and seats made accessible by such operation.
- D. Examine threads on valve and mating pipe for form and cleanliness.
- E. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Check gasket material for proper size, material composition suitable for service, and freedom from defects and damage.
- F. Do not attempt to repair defective valves; replace with new valves.
- G. Install valves as indicated, according to manufacturer's written instructions.
- H. Piping installation requirements are specified in other Division 23 Sections. Drawings indicate the general arrangement of piping, fittings, and specialties.
- I. Install valves with unions or flanges at each piece of equipment arranged to allow servicing, maintenance, and equipment removal without system shutdown.
- J. Locate valves for easy access and provide separate support where necessary.
- K. Install valves in horizontal piping with stem at or above the center of the pipe.
- L. Install valves in a position to allow full stem movement.
- M. Adjust or replace packing after piping systems have been tested and put into service, but before final adjusting and balancing. Replace valves if leak persists.

3.3. PIPE JOINTS INSTALLATION REQUIREMENTS

- A. Screwed Joints: All screwed joints shall be made with tapered threads properly cut. Screwed joints shall be made perfectly tight with a stiff mixture of graphite and oil, applied

with a brush to the male threads on the fittings.

- B. Soldered Joints and Copper Piping: Joints in copper piping shall conform to the following minimum standards.
1. The pipes shall be cut to a length making certain that the ends are square, using a fins hacksaw blade or tube cutter. The ends of all pipes shall be reamed and all burrs removed.
 2. The outside end of the pipe and the cut end of the fitting shall be cleaned with steel wool, sand cloth, or steel wire brush. All dark spots shall be removed.
 3. The flux shall be applied evenly and sparingly to the outside end of the pipe and the inside of the outer end of the fitting until all surfaces to be jointed are completely covered. The piping and fitting shall be slipped together and reworked several times to insure an even distribution of the flux.
 4. The correct amount of solder per joint for each size pipe shall be used in accordance with the manufacturer's recommendations.
 5. Solder joints shall be made by using a direct flame from a torch.
 6. On pipe sizes larger than ¼-inch, the fittings and valves in the pipe shall be moved or tapped with a hammer when the solder starts to melt to insure an even distribution of the solder.
 7. The excess solder shall be removed while it is still in the plastic state leaving a fillet around the cup of the fitting.
 8. Solder joints shall be suitable for working pressure of 100 psig and for working temperature of not less than 250 degrees F. The type of solder and flux used will be submitted for approval. Type 95-5 shall be the minimum standard.
 9. Lead and antimony-based solders shall not be used for potable water systems. Brazing and silver solders are acceptable.
- C. Where copper piping joins steel piping, approved bronze adapters shall be used.
- D. Prohibited Connections: No direct weld, soldered, or brazed connections, without unions or flanges, shall be made to valves, strainers, apparatus, or related equipment. Right and left couplings, long threads, or caulking of pipe threads or gasket joints will not be permitted.
- E. Gas Piping
1. Final Gas Connections: Unless otherwise specified herein, final connections shall be made with rigid metallic pipe and fittings.
 2. Pipe Joints:

- a). Pipe joints shall be designed and installed to effectively sustain the longitudinal pull-out forces caused by contraction of the piping or superimposed loads.
- b). Threaded Metallic Joints: Threaded joints in metallic pipe shall have tapered threads evenly cut and shall be made with UL approved graphite joint sealing compound for gas service. After cutting and before threading, pipe shall be reamed and burrs shall be removed. Caulking of threaded joints to stop or prevent leaks shall not be permitted.
- c). Special Requirements: Drips, grading of the lines, freeze protection, and branch outlet locations shall be as shown and shall comply with NFPA 54.

3.4. HANGERS INSTALLATION REQUIREMENTS

- A. General: All hangers shall be of an approved type arranged to maintain the required grading and pitching of lines to prevent vibration and to provide for expansion and contraction. Provide protection saddles between hangers and insulation on heating water insulated pipe. Saddles shall be Grinnells Figure 173/273 or approved equal. Provide approved spacers between saddles and pipe where flexible insulation is specified. Provide insulation protection shields for insulated piping without saddles. Shield shall be Grinnell Figure 167 or as approved equal.
- B. Spacing: Regardless of spacing, hangers shall be provided at or near all changes in direction, both vertical and horizontal, for all piping.
- C. Pipe Hangers and supports shall be attached to the panel point at the top chord of bar joist or at a location approved by the structural engineer.
- D. Select hangers and components for loads imposed. Secure rods with double nuts.
- E. Support of horizontal piping shall allow for vertical adjustment after installation of piping.

3.5. PIPING IDENTIFICATION INSTALLATION REQUIREMENTS

- A. All piping shall be identified with painted background marked with the name of the service with arrows to indicate flow direction. Color code and system identification shall comply with ANSI Standards and piping identification system shall comply with ASME A13.1-81., scheme for the identification of piping systems and ASHRAE Fundamentals Handbook, latest edition.
- B. Markings shall be plain block letters, stenciled on pipes, and shall be located near each branch connection, near each valve, and at least every 10 feet on straight runs of pipe. Where pipes are adjacent to each other, markings shall be neatly lined up. All markings shall be located in such manner as to be easily legible from the floor. Pipe identification schedule shall be as follows:

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OUTSIDE DIAMETER OF PIPE OR COVERING (INCHES)	LENGTH OF COLOR FIELD (INCHES)	SIZE OF LETTERS (INCHES)
$\frac{1}{2}$ to $1 \frac{1}{4}$	8	$\frac{1}{2}$
$1\text{-}\frac{1}{2}$ to 2	8	$\frac{3}{4}$
$2 \frac{1}{2}$ to 6	12	$1 \frac{1}{4}$

3.6. VALVE IDENTIFICATION REQUIREMENTS

- A. All valves shall be tagged with a numbered tag.
- B. The tags shall be made of 1-inch diameter brass tags fastened to the valve by means of brass chains. Numbers shall agree with valve numbers on diagrammatic herein before specified.
- C. Provide a minimum of three (3) valve charts with valve numbers indicating valve type, size, manufacturer and service.

3.7. DIRT POCKETS INSTALLATION

- A. Dirt pockets shall be installed at the base of all risers and ahead of all gas equipment and as indicated on the drawings.

END OF SECTION

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TESTING, ADJUSTING, AND BALANCING FOR HVAC
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SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1. GENERAL

1.1. GENERAL

- A. This section covers performance testing, adjusting and balancing of heating, ventilating, air conditioning and domestic re-circulating systems as specified in Division 23 Section, *Heating, Ventilating, and Air Conditioning Equipment*.
- B. For *Common Work Results of HVAC*, See Division 23. See Division 01 for *General Requirements*.
- C. The mechanical contractor shall select and employ an impartial, independent balancing agency to provide testing and balancing services for the heating, ventilating and air conditioning (HVAC) systems and other specified systems of this project.
- D. The work included in this section consists of furnishing labor, instruments, and tools required in testing, adjusting and balancing the HVAC systems, as described in these specifications or shown on accompanying drawings. Services shall include checking equipment performance, taking the specified measurements, and recording and reporting the results.
- E. The items requiring testing, adjusting, and balancing include, but are not limited to, the following:

Air Systems:

Air Flow Monitoring Stations
Coils (Air Temperatures & Static Pressure Drops)
Diffusers, Registers and Grilles
Energy Recovery Wheels
Exhaust Fans
Gas Furnaces (Indirect Fired)
Hot Gas Re-heat Coils
Outside Air Intakes
Existing Relief Fan
Single Zone VAV Units
Zone Branch and Main Ducts

In addition, any existing fans, equipment or air devices specified to be re-used under this project shall be tested and balanced, similar to new fans.

1.2. EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:

-
1. Systems are started and operating in a safe and normal condition.
 2. Temperature control systems are installed complete and operable.
 3. Proper thermal overload protection is in place for electrical equipment.
 4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
 5. Duct systems are clean of debris.
 6. Fans are rotating correctly.
 7. Fire dampers and volume dampers are in place and open.
 8. Air coil fins are cleaned and combed.
 9. Access doors are closed and duct end caps are in place.
 10. Air outlets are installed and connected.
 11. Duct system leakage is minimized.
- B. Submit field reports. Report defects and deficiencies noted during performance of services which prevent system balance.
- C. Beginning of work means acceptance of exiting conditions.
- 1.3. QUALIFICATIONS OF THE BALANCE AGENCY
- A. The balancing agency shall be a member of the Associated Air Balance Council (AABC) and have an engineer certified by the National Examining Board.
 - B. The certified test and balance engineer shall be responsible for supervision and certification for the total work herein specified.
 - C. All final reports shall be signed and officially stamped by the certified test and balance engineer.
- 1.4. PRE-BALANCING CONFERENCE
- A. Convene a conference one week prior to commencing work of this Section with all appropriate individuals.
- 1.5. STANDARDS
- A. The balancing agency shall perform the services specified herein in accordance with the Associated Air Balance Council's National Standards, including revisions, to the date of the contract.

- B. All terms in this specification shall have their meaning defined as stated in the National Standards.
- C. ADC: Test Code for grilles, registers, and diffusers.
- D. ASHRAE III: Practice for measurement, testing, adjusting and balancing of building heating, ventilation, air conditioning, and refrigeration systems.
- E. NEBB: Procedure standards for testing, adjusting, and balancing of environmental systems.
- F. SMACNA: HVAC systems testing, adjusting, and balancing.
- G. AABC: Associated Air Balance Council

1.6. COORDINATION

- A. It will be necessary for the balancing agency to perform its services in close coordination with the mechanical contractor.
- B. The plans and specifications have indicated meters, valves, dampers, and other devices for the purpose of adjusting the system to obtain optimum operating conditions. It will be the responsibility of the mechanical contractor to install these devices in a manner that will leave them accessible and readily adjustable. The balancing agency shall provide guidance if there is a questionable arrangement of a control or balancing device.
- C. The general contractor, mechanical contractor, temperature control contractor and suppliers of the HVAC equipment shall all cooperate with the balancing agency to provide all necessary data on the design and proper application of the system components.
- D. For direct expansion condensing units the manufacturer's start-up agency and Test and Balance Engineer shall assist each other with obtaining proper air flow rates and refrigerant pressures.

1.7. INSTALLATION TOLERANCE

- A. Unless otherwise indicated, all air devices shall be adjusted to within plus or minus 10 percent of design. All fans shall be adjusted to within plus or minus 5 percent of design. All pumps and Hydronic equipment shall be adjusted to within plus or minus 5 percent of design.

1.8. RESPONSIBILITIES OF THE MECHANICAL CONTRACTOR

- A. The mechanical contractor shall sufficiently complete the installation and start all HVAC systems to insure they are working properly and shall perform all other items as described hereinafter to assist the balancing agency in performing the testing and balancing of the HVAC system.

- B. Record equipment manufacturer's standard start-up information and submit to Engineer for review. Testing and balancing work shall not commence on any equipment until start-up reports have been completed, reviewed by Engineer, and forwarded to Testing and Balancing Agency.
- C. Air Distribution Systems
 - 1. Verify installation for conformity to design.
 - 2. Ensure that all volume dampers and fire dampers are properly located and functional. Dampers serving requirements of minimum and maximum outside - return - relief, and exhaust air shall provide tight closure and full opening, with a smooth and free operation.
 - 3. Verify that all supply - return - exhaust and transfer grilles; registers, and diffusers are installed and operational.
 - 4. Ensure that air-handling systems, units, and associated apparatus, such as heating and cooling coils, filter sections, access doors, etc., are blanked and/or sealed to eliminate excessive bypass or leakage of air.
 - 5. Ensure that all fans are operating and free of vibration. All fans and drives shall be checked for proper fan rotation and belt tension. Overload protection shall be of proper size and rating. A record of motor current and voltage shall be made to verify that the motors do not exceed nameplate rating. Record thermal overload ratings for all motors in the Test and Balance Report.
 - 6. Make any necessary changes to the sheaves, belts, and dampers, as required by the balancing agency, at no additional cost to the owner.
 - 7. Install clean filters.
 - 8. For direct expansion condensing units provide refrigerant suction and discharge pressure to Test and Balance Engineer for inclusion in the final TAB Report.

1.9. RESPONSIBILITIES OF THE TEMPERATURE CONTROL CONTRACTOR

- A. The temperature control contractor shall complete the installation of the temperature control system, and operate and test all control systems to ensure they are functioning properly as designed. The temperature control contractor shall assist the balancing agency in testing and balancing the HVAC systems, as described hereinafter.
 - 1. Verify that all control components are installed in accordance with project requirements and are functional, including all electrical interlocks, damper sequences, freeze stats and duct smoke detectors.
 - 2. Verify that all controlling instruments are calibrated and set for design operating conditions.

3. Calibrate temperature sensors after installation, and before the temperature sensors control verification tests are performed. The balancing agency shall prove the accuracy of final settings by taking temperature readings. The readings shall be in a typical conditional space for each separately controlled zone.
 4. The temperature control contractor shall allow sufficient time in the project to provide assistance and instruction to the balancing agency in the proper use and setting of control components such as, but not limited to, computers, static pressure controllers, or any other device that may need set points changed so that the testing and balancing work can be performed.
- B. All control sequences, software, equipment, and components shall be started-up by a qualified technician. Start-up report shall be submitted to Engineer prior to the commencement of testing and balancing work. Testing and balancing shall not commence until start-up reports are completed, reviewed by Engineer and forwarded to Testing and Balancing Agency.

1.10. NOTIFICATION FOR TESTING AND BALANCING WORK TO BEGIN

- A. The mechanical contractor shall notify the balancing agency in writing when all heating, ventilating, and air conditioning systems are complete and ready for testing and balancing. The mechanical contractor shall attest that he has completed all items as herein described.
- B. The following must be completed prior to start of system balancing:
1. All duct work and associated grilles/registers/diffusers installed and completed.
 2. Piping systems completed, flushed and filled.
 3. Equipment properly started by qualified personnel or start-up technicians.
 4. Automation system (temperature controls) installed and completed for both air and water systems.
 5. All equipment controlled in automatic ("Auto") mode.
 6. Access granted to the balancing contractor to the automation/controls system provided.

1.11. DEFICIENCIES

- A. Any deficiencies in the installation or performance of a system or component observed by the TAB agency shall be brought to the attention of the appropriate responsible person.
- B. The work necessary to correct items on the deficiency listing shall be performed and verified by the affected Contractor before the TAB Agency returns to retest. Unresolved

deficiencies shall be noted in the final report.

1.12. ADJUSTING

- A. Ensure recorded data represents actual measured observed conditions.
- B. Permanently mark settings of dampers and other adjustment devices allowing settings to be restored. Set and lock memory stops.
- C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
- D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring all sensors to specified settings.
- E. At final inspection, recheck random selections of data recorded in report. Recheck points or areas as selected and witnessed by the Owner.
- F. Check and adjust systems approximately six months after final acceptance and submit report.
- G. Permanently mark the locations of all duct traverses on the exterior surface of the duct insulation.

1.13. ALTERNATES

- A. Refer to Division 01 Section, *Alternates* for description of work under this section affected by alternates.

1.14. GENERAL COMMISSIONING REQUIREMENTS

- A. Refer to Division 01 Section, "General Commissioning Requirements" for description of work under this Division affected by General Commissioning.

PART 2. PRODUCTS (NOT APPLICABLE)

PART 3. EXECUTION

3.1. GENERAL

- A. Perform all testing and balancing in complete accordance with AABC National Standards for Field Measurements and Instrumentation.
- B. Furnish all test instruments and equipment. All instruments must have been calibrated within twelve (12) months prior to use and shall be checked for accuracy prior to and during the work. Submit certificate for calibration of all equipment utilized on project with date of calibration clearly identified.
- C. Review all systems designs and equipment, manufacturers' data, and be completely

familiar with the work before proceeding.

- D. Report all malfunctions or deficiencies to the contractor so that corrective action can be taken. Test and Balance Report shall not be submitted for review until all malfunctions or deficiencies are corrected. Repeat tests where required until design conditions are achieved.
- E. Where systems or equipment cannot be balanced or adjusted to design conditions, determine the cause and submit a complete report to the Engineer.
- F. Retest or rebalance the system as required during the warranty period.
- G. Test and balance all systems under adequate load condition. If, in the opinion of the Engineer, there is insufficient load to properly test and balance the systems, perform sufficient preliminary balancing and adjustment to permit operation of the systems until such time as final testing and balancing can be done. Provide in writing the future date when systems shall be tested under sufficient load.
- H. At project completion provide a complete set of ½ scale drawings indicating the locations of all duct traverses.

3.2. EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
- B. Examine systems for installed balancing devices, such as test ports, and fittings, and manual volume dampers. Verify that locations of these balancing devices are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- E. Examine equipment performance data including fan curves.
 - 1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
 - 2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems – Duct Design". Compare results with the design data and installed conditions.
- F. Examine system and equipment installations and verify that field quality-control testing,

cleaning and adjusting specified in individual Sections have been performed.

- G. Examine test reports specified in individual system and equipment Sections.
- H. Examine HVAC equipment and filters and verify that bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.
- I. Examine operating safety interlocks and controls on HVAC equipment.
- J. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.3. AIR SYSTEM PROCEDURES

- A. The balancing agency shall perform the following testing and balancing functions in accordance with the Associated Air Balance Council's National Standards:
 - 1. Fan Speeds - Test and adjust fan RPM to achieve design CFM requirements.
 - 2. Current and Voltage - Measure and record motor current and voltage. Check and record thermal overload ratings for all motors.
 - 3. Pitot-Tube Traverse - Perform a Pitot-tube traverse of main supply, return and exhaust ducts to obtain total CFM. If a Pitot-tube traverse is not practical, the summation of the outlets or inlets may be used. An explanation why a traverse was not made must appear on the appropriate data sheet.
 - 4. Outside Air - Test and adjust system minimum outside air by Pitot-tube traverse. If a Pitot-tube traverse is not practical, the percentage of outside air may be determined by calculations from the return air, outside air, and mixed air temperatures. Make allowances for heat of compression and motor heat where applicable.
 - 5. Static Pressure - Test and record system static pressures, including suction and discharge static pressure of each fan. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make fan RPM allowances for 50 percent loading of filters.
 - 6. Air Temperature - Take wet-bulb and dry-bulb air temperatures on the entering and leaving side of each cooling coil and/or heat recovery coil. Dry-bulb temperature shall be taken on the entering and leaving side of each heating coil.
 - 7. Zone Ducts - Adjust zone ducts to within design CFM requirements. At least one zone balancing damper shall be completely open.
 - 8. Main Ducts - Adjust main ducts to within design CFM requirements and traverse for total CFM quantities.

9. Branch Ducts - Adjust branch ducts to within design CFM requirements. Multi-diffuser branch ducts shall have at least one outlet or inlet volume damper completely open.
10. Tolerances - Test and balance each diffuser, grille, and register to within 10 percent of design requirements. Test and balance all fans to within 5 percent of design requirements.
11. Identification - Identify the location and area of each grille, diffuser and register. This information shall be recorded on air outlet data sheets.
12. Description - Record the size, type, and manufacturer of each diffuser, grille, and register on air outlet data sheets.
13. Minimizing Drafts - Adjust all diffusers, grilles, and registers to minimize drafts in all areas.
14. Where modulating dampers are provided, take measurements and balance at extreme conditions. Balance variable air volume systems at maximum air flow rate, and at minimum airflow rate, for both heating and cooling modes.
15. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.
16. For all equipment specified with condensate overflow safety switches/floats test operation of such device and record results. Verify interlock with ATC system.

3.4. TESTING AND BALANCING OF EXISTING SYSTEMS

- A. The balancing agency shall perform testing and balancing of existing fan systems to the extent indicated. Existing air devices and terminals shall be re-tested and balanced where effected by new ductwork modifications.
- B. Test and Balance Agency shall assist the mechanical contractor in selection of new sheaves and belts. Re-sheaving of existing relief air fan shall be done at no additional cost to owner. New sheave and belt size calculations shall be forwarded to the Engineer for review and approval.
- C. The Test and Balance Agency shall perform air system procedures (here-in before specified) on the following existing systems.
 1. Relief Air Fan #6.
 2. Existing Duct Detectors that are re-used.

3.5. LIFE SAFETY CONTROLS TESTING PROCEDURES

- A. The TAB agency shall test and record life safety control operation on the HVAC equipment. It shall verify the installation of required smoke detectors in air handling equipment (AHE), and shall verify operation of the smoke detector by activating the

smoke detector and observing air handler shutdown. With the controls and alarm contractors, the TAB agency shall verify the operation of interconnected systems such as the AHU smoke detector's activation of the fire alarm system and the alarm system's activation of the life safety control sequences. Record results of tests within TAB report.

3.6. VERIFICATION OF TEMPERATURE CONTROL

- A. The balancing agency shall be assisted by the temperature control contractor in verifying the operation and calibration of all temperature control systems. The following tests shall be conducted:
 - 1. Verify that all control components are installed in accordance with project requirements and are functional, including all electrical interlocks, damper sequences, air reset.
 - 2. Verify that all controlling instruments are calibrated and set for design operating conditions.
 - 3. Verify the accuracy of the final settings by taking temperature readings. The readings shall be in a typical conditioned space for each separately controlled zone.
 - 4. Test and calibrate all air flow monitoring stations for proper air flow.
 - 5. Test and calibrate all static pressure sensors for proper set point and control.
 - 6. Test and calibrate all differential pressure sensors. Record set point in Record and Information Books.

3.7. TEST AND BALANCE REPORTS

- A. The test and balance report shall be complete with logs, data, and records as required herein. All logs, data, and records shall be typed on white bond paper and bound. The report shall be certified accurate and complete by the balancing agency's certified test and balance engineer.
- B. Three (3) copies of the test and balance report are required and shall be submitted to the Engineer. If, in the opinion of the Engineer, test results or portions thereof are incomplete or inconclusive, repeat necessary portions of the work to the satisfaction of the Engineer.
- C. The report shall contain the following general data in a format selected by the balancing agency:
 - 1. Project Number
 - 2. Contract Number
 - 3. Project Title

4. Project Location
 5. Project Architect
 6. Project Mechanical Engineer
 7. Test & Balance Agency
 8. Test & Balance Engineer
 9. Construction Manager
 10. Mechanical Subcontractor
 11. Dates tests were performed
 12. Certification
 13. Phone Numbers of all Individuals Listed Above
- D. The test and balance report shall be recorded on report forms conforming to the recommended forms in the AABC National Standards.

3.8. TEST REPORT FORMS

- A. Air Moving Equipment and Fan Test Forms - Submit fan curve showing design and operating points of operation. Also, record the following on each air-handling equipment test form:
1. Manufacturer, model number, serial number, arrangement.
 2. All design and manufacturer-rated data.
 3. Total actual CFM by traverse if practical. If not practical, the sum of the outlets may be used, or a combination of each of these procedures. For specific systems, such as ones with diversity, see the AABC National Standards.
 4. Suction and discharge static pressure of each fan, as applicable. Include pressure drops across coils, filters, mixing boxes, and similar devices.
 5. Outside-air, return-air, and exhaust air total CFM.
 6. Actual operating current, voltage and brake horsepower of each fan motor. For packaged equipment, this includes supply fans, relief air fans, and condenser fans.
 7. Final RPM of each fan.

-
8. Fan and motor sheave manufacturer, model, size, number of grooves, bore, and center distance.
 9. Belt size, quantity and make.
 10. Static-pressure controls final operating set points (if applicable).
 11. Total and external static pressure.
 12. Room differential static pressures.
- B. Heating and Cooling-Coil Test Forms - Record the following items on each test form:
1. Manufacturer, location, service.
 2. All design and manufacturer's rated data.
 3. Rated and actual static pressure drop across each coil.
 4. Wet-bulb and dry-bulb temperatures entering and leaving each cooling coil; dry-bulb temperatures entering and leaving each heating coil.
 5. Air flow (Design and Actual).
 6. For DX-coil, provide design and actual saturated suction temperature.
 7. For DX-Coil, provide design and actual discharge pressures.
- C. Air Monitoring Station Test Forms:
1. Identification /location.
 2. Manufacturer.
 3. Systems.
 4. Size and Model Number.
 5. Area.
 6. Design Velocity.
 7. Design Airflow.
 8. Test Velocity.
 9. Test Airflow.
 10. Static Pressure Drop and Velocity Pressure.

11. Station Calibrated Setting.
- D. Electric Motors Test Forms: (Applies to all motors, including pumps, fans and HVAC equipment)
1. Manufacturer.
 2. Model/Frame.
 3. HP/BHP.
 4. Phase, voltage, amperage; nameplate, actual, no load.
 5. RPM.
 6. Service factor.
 7. Starter size, rating, heater elements.
 8. Sheave Make/Size/Bore.
 9. Thermal overload settings
- E. V-Belt Drive Test Forms:
1. Identification/location.
 2. Required driven RPM.
 3. Driven sheave, diameter and RPM.
 4. Belt, size and quantity.
 5. Motor sheave diameter and RPM.
 6. Center to center distance, maximum, minimum, and actual.
- F. Duct Traverse Test Forms:
1. System zone/branch.
 2. Duct size.
 3. Area.
 4. Design velocity.
 5. Design air flow.

6. Test velocity.
 7. Test airflow.
 8. Duct static pressure.
 9. Air temperature.
 10. Air correction factor.
- G. Air Distribution Test Sheet:
1. Air terminal number.
 2. Room number/location.
 3. Terminal type.
 4. Terminal size.
 5. Area factor.
 6. Design velocity.
 7. Design air flow.
 8. Test (final) velocity.
 9. Test (final) air flow.
 10. Percent of design air flow.
- H. Air Cooled Condensing Unit Test Forms:
1. Manufacturer
 2. Model Number
 3. Location
 4. Size/Capacity
 5. Fan RPM (Min and Max)
 6. Compressor and Condenser Fan Electrical Characteristics
 7. Condenser Fan RPM

-
8. Amp Draw of all Components
 9. Refrigerant Suction/Discharge Pressures
 10. Thermal Overload Sizes
 - I. Condensate Over Flow Switches/Floats
 1. Manufacturer
 2. Type
 3. Location
 4. Equipment shut down verification
 5. ATC interlock verification
 - J. Indirect Fired Gas Heater Test Forms:
 1. Manufacturer.
 2. Identification number.
 3. Location.
 4. Model number.
 5. Phase, voltage, amperage.
 6. Test voltage.
 7. Test amperage.
 8. Air flow, specified and actual.
 9. Temperature rise, specified and actual.
 10. Pressure drop, specified and actual.
 11. Delivered Gas Pressure, specified and actual.
 - K. Single Zone VAV Unit Test Forms: Submit fan curve showing design and operating points of operation. Also, record the following on each air-handling equipment test form:
 1. Manufacturer, model number, serial number, arrangement.
 2. All design and manufacturer-rated data.

3. Total actual CFM by traverse if practical. If not practical, the sum of the outlets may be used, or a combination of each of these procedures. For specific systems, such as ones with diversity, see the AABC National Standards.
4. Suction and discharge static pressure of each fan, as applicable. Include pressure drops across coils, filters, energy wheels, and similar devices.
5. Outside-air, and exhaust air total CFM.
6. Actual operating current, voltage and brake horsepower of each fan motor.
7. Final RPM of each fan.
8. Fan and motor sheave manufacturer, model, size, number of grooves, bore, and center distance.
9. Belt size, quantity and make.
10. Total and external static pressure.
11. Rated and actual static pressure drop across each energy wheel.
12. Wet-bulb and dry-bulb temperatures entering and leaving each cooling coil, and energy wheel. Dry-bulb temperatures entering and leaving each heating coil.
13. For DX-coil, provide design and actual saturated suction temperature.
14. Record carbon dioxide set points and actual readings for exhaust air stream at each single zone VAV unit and global CO₂ sensor.
15. Entering and leaving air temperatures at hot gas re-heat coils.
16. Record the supply fan and exhaust fan maximum hertz/speed, and minimum hertz/speed. Provide measurements to ATC subcontractor for fan tracking control.
17. Test minimum air flow rate, maximum air flow rate and economizer air flow rate. Submit amperage, air flow rates, RPM, hertz, and static pressure profile in all modes of operation.

END OF SECTION

DIVISION 23 SECTION 230600
HEATING, VENTILATING AND AIR CONDITIONING EQUIPMENT
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SECTION 230600 - HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT

PART 1 GENERAL

1.1 GENERAL

- A. The Conditions of the Contract and other General Requirements apply to the work specified in this section. All work under this section shall also be subject to the requirements of Division 23 Section, *Common Work Results for HVAC* and Division 01 Section *General Requirements*.

1.2 DESCRIPTION

- A. The work to be performed shall include all labor, materials and equipment necessary to furnish and install complete, all mechanical equipment as shown on drawings, hereinafter specified or reasonably implied, and leaving the same in satisfactory operation condition. It is the intent that systems be installed complete with all items necessary to accomplish this purpose.

1.3 SUBMITTALS

- A. Shop Drawings: Indicate assembly, equipment dimensions, weight loading, required clearances, construction details, field connection details, and electrical characteristics and connection requirements.
- B. Product Data:
 - 1. Provide literature which indicates dimensions, weights, capacities, ratings, performance, gages and finishes of materials, and electrical characteristics and connection requirements.
 - 2. Provide data of filter media, filter performance data, filter assembly, and filters frames.
 - 3. Provide fan curves with specified operating point clearly plotted.
 - 4. Submit sound power level data for both fan outlet and casing radiation at rated capacity. Submit sound power levels by octave band or sound pressure levels by octave band for all equipment.
 - 5. Submit electrical requirements for power supply wiring including wiring diagrams for interlock and control wiring, clearly indicating factory-installed and field-installed wiring.

1.4 OPERATION AND MAINTENANCE DATA

- A. Maintenance Data: Include instructions for lubrication, filter replacement, motor and drive replacement, spare parts lists, and wiring diagrams.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of General

Requirements.

- B. Accept products on site in factory-fabricated protective containers, with factory-installed shipping skids and lifting lugs. Inspect for damage.
- C. Store all equipment in clean dry place and protect from weather and construction traffic. Handle carefully to avoid damage to components, enclosures, and finish.
- D. Comply with manufacturer's installation instructions for rigging, unloading and transporting equipment.
- E. Protect all motors, shafts, and bearings from weather and construction dust.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Do not operate any equipment for any purpose, temporary or permanent, until ductwork/piping is clean, filters are in place, bearings lubricated, and equipment has been test run under observation.

1.7 ALTERNATES

- A. Refer to Division 01 Section, "Alternates" for description of work under this section affected by alternates.

PART 2 PRODUCTS

2.1 EXTERIOR DUCT SUPPORT

- A. Exterior Duct Supports shall be non penetrating roof duct supports suitable for roof construction as manufactured by RTS – Rooftop Support Systems, Eberl, Iron Works, Inc. Duct supports shall be constructed of 18 gauge galvanized steel, unitized construction with integral base plate. Units shall be internally reinforced. Minimum height shall be 12-inches above the finished roof or as shown on the detail(s) on the drawing(s). Provide all stainless steel hardware. Duct support shall be "double support" type with adjustable height and width. Base shall be non-penetrating type, heavy duty rubber, manufactured from 100% recycled crumb rubber.

2.2 EXTERIOR PIPE ROLLER SUPPORTS

- A. Furnish and install pipe roller supports for all exterior piping as indicated on contract drawings. Pipe roller supports shall be constructed of heavy gauge galvanized steel, continuous welded corner seams, 2 x 4 treated wood nailer, heavy gauge galvanized steel counterflashing with galvanized steel channel track attached.
- B. Assembly shall consist of galvanized steel channel track, galvanized steel fittings, washers, and nuts. Installation shall permit both vertical and horizontal adjustment. Unit shall be RTS model RTS AD48 or approved equal.

2.3 AIR MONITORING STATIONS (DUCT MOUNTED)

- A. General: Provide complete air monitoring station for ERV units and kitchen make-up air units, as indicated on drawings. The air monitoring station shall include airflow measuring stations, static pressure probes and electronic velocity pressure transmitter. All components shall be of the same manufacturer. The manufacturer shall be Air Monitor or as approved equal. An air monitor station shall be provided for each exhaust duct main, as indicated on contract drawings. All air flow monitoring stations shall be fully externally insulated to prevent condensation.
- B. Air Monitor Airflow Measuring Stations
1. Provide where indicated, airflow measuring stations capable of continuously monitoring the fan or duct capacities (air volumes) they serve.
 2. Each airflow measuring station shall contain multiple total and static pressure sensors positioned at the center of equal area of the station cross-section and interconnected by their respective averaging manifolds. For stations of 4 square feet or less, one total and one static pressure sensor shall be present for every 16 square inches of station area respectively. For stations of larger area, one total and one static pressure sensor shall be present for every 36 square inches of station area respectively.
 3. The airflow measuring station shall be fabricated of a minimum of 14 ga. galvanized steel, welded casing in 8-inch depth with 90 degree connecting flanges in a configuration and size equal to that of the duct it is to be mounted into. Each station shall be complete with an open parallel cell air straightener or air equalizer honeycomb mechanically fastened to the casing, total and static pressure sensors located on an equal area basis and connected to symmetrical averaging manifolds, internal piping, and external pressure transmitter ports. An identification label shall be placed on each station casing listing model number, size, area, and specified airflow capacity.
 4. Cell construction shall be 3/8-inch .003-inch, type 3003 aluminum, expanded.
 5. The maximum allowable pressure loss through the station shall not exceed .015-inch wc at 1000 fpm, or .085-inch wc at 2000 fpm. Each station shall be capable of measuring the airflow rate within an accuracy of 2 percent as determined by U.S.G.S.A. certification tests. The stations shall have a self-generated sound rating of less than NC 40, and the sound level within the duct shall not be amplified, nor shall additional sound be generated.
 6. Stations shall be Fan-E type as manufactured by Air Monitor Corporation, Paragon or as approved equal.
- C. Air Monitor Duct Static Pressure Traverse Probes
1. Provide where indicated duct static traverse probe capable of continuously

monitoring the duct or system static pressure it serves.

2. Each duct static traverse probe shall contain multiple static pressure sensors located along the exterior surface of the cylindrical probe. Said sensors shall not protrude beyond the surface of the probe.
3. The duct static traverse probe shall be of extruded aluminum construction and (except for ¾-inch diameter probes with lengths of 24-inches or less) be complete with threaded end support rod, sealing washer and nut and mounting plate with gasket and static pressure signal fitting.
4. The static traverse probe shall be capable of producing a steady, non-pulsating signal of standard static pressure, without need for correction factors, with an instrument accuracy of 0.5 percent.
5. The duct static pressure traverse probe shall be the STAT-probe/1 as manufactured by the Air Monitor Corporation, Paragon or as approved equal.

D. Air Monitor Electronic Velocity Pressure Transmitters

1. The electronic control-instrument components shall be of industrial process control quality with operating features described herein and capable of producing the outlined performances. Commercial grade control-instruments, devices, are not acceptable.
2. The electronic differential pressure transmitter shall include an automatic zeroing circuit capable of automatically readjusting the transmitter zero at predetermined (adjustable) time intervals while retaining (locking in) the output signal. The electronic differential pressure transmitter shall be capable of receiving signals of duct total and static pressures, and of amplifying and scaling the sensed differential pressure into a 4-20 mADC or 0-5 (0-10) VDC output signal linear to differential pressure, within the following minimum performance criteria:

Zeroing	Automatic, within 0.1 percent of operating span, on 4 to 256 minute intervals (selectable)
Spans	Factory custom spanned, coordinated with system, ranges from 0 to .01-inch to 0 to 10.0-inches. Field adjustment ± 20 percent of span.
Accuracy	± 0.25 percent of span
DeadBand and Hysteresis (Combined):	Less than 0.2 percent of span
Linearity:	± 0.2 percent of span
Repeatability:	0.15 percent of span

Zeroing	Automatic, within 0.1 percent of operating span, on 4 to 256 minute intervals (selectable)
Response:	0.5 second for 98 percent full span input
Power Supply:	24 VAC, 20 to 40 VDC, selectable; 4 wire

3. Coordinate requirements with the buildings direct digital control system to perform the required sequence of operation.
4. The pressure transmitter shall be the VELTRON series 5000AZ as manufactured by the Air Monitor Corporation, Paragon, Greenheck, Johnson Controls, or as approved equal.

2.4 SINGLE ZONE VAV ROOFTOP UNIT

- A. Provide and install Single zone VAV roof top unit(s) as shown on contract drawings. Single zone VAV rooftop units shall be Model RN as manufactured by Aeon.
 1. Single zone VAV rooftop units shall be as manufactured by Aeon. Units shall be listed per UL 1812 and bear the UL label. Performance to be as scheduled on plans. Exhaust discharge and outside air intake shall not be located on the same side on rooftop units.
 2. Unit shall be of internal frame type construction of galvanized steel. All frame and panel shall be G90 galvanized steel. Where top panels are joined there shall be a standing seam to insure positive weather protection. All metal-to-metal surfaces shall be sealed, requiring no caulking at job site. Unit base to be designed for roof mounting.
 3. Unit casing to be insulated with minimum thermal resistance R-value of 13. Foam insulation shall have minimum density of 2 pounds/cubic foot and shall be tested in accordance with ASTM D-1929 for minimum flash ignition temperature of 610 degrees Fahrenheit. Insulation in accordance with NFPA 90A and tested to meet UL 181 erosion requirements and secured to unit with water proof adhesive and permanent mechanical fasteners.
 4. All components shall be easily accessible through removable hinged doors for both return fan, supply fan, filter, refrigerant components, energy wheel, and damper compartments.
 5. All piping within the unit enclosure shall be insulated with close cell insulation 1-inch thickness.
 6. Furnish and install motor bearing protective rings at all variable frequency drive motors. Refer to Division 23 Section, *Common Work Results for HVAC*.
 7. Furnish and install outside air and exhaust air flow monitoring stations as shown on Contract Drawings.

B. Fans

1. Fans shall be direct drive unhooded, backward curved plenum fans. All blower wheels shall be statically and dynamically balanced. Ground and polished steel fan shafts shall be mounted in permanently sealed ball bearing pillow blocks. Bearings shall be selected for a minimum life in excess of 200,000 hours at maximum cataloged operating speeds. Blowers shall enable independent balancing of exhaust and supply airflow with adjustable sheaves for motors 10 horse power and below. Fans shall be located in draw-through position in referenced to the energy recovery wheel. Variable frequency drives shall be factory wired and mounted in the unit. Fan motors shall be inverter duty premium efficiency. Furnish units with extended lube lines with grease plugs.
2. All internal electrical components shall be pre-wired for single point power connection. All electrical components shall be UL listed, approved or classified where applicable and wired in compliance with the National Electrical Code. The control center shall include a weatherproof disconnect switch, motor starters, variable frequency drives, control circuit fusing, control transformer for 24 VAC circuit and motor starters. Motor starters shall consist of a contactor and Class 20 adjustable overload protection and shall be provided for all motors in the unit.
3. Roof Top Unit housings shall be factory primed and painted in color as selected by Owner. Submit color chart to Owner for color selection.
4. Return air and outside air streams shall be filtered prior to cooling coil. Furnish and install 30 percent pleated filters (Farr 30/30 or approved equal), filter racks and access panels. Provide one (1) set of additional filter media to Owner for each unit.
5. In addition to standard filters, unit shall include 1 inch aluminum mesh pre-filters upstream of outside air opening.
6. Unit shall include 2 inch thick, pleated panel outside air and return air filters with an ASHRAE efficiency of 30% and MERV rating of 8, upstream of the wheels.
7. Furnish outside air inlet with hoods provided with bird screens and waterproof sound lining.

C. Air Monitoring Stations (Field Installed At Outside Air Inlet)

1. Furnish outside air flow measuring station for field installation on outside air inlet. Outside air flow measuring station shall be as manufactured by Paragon or approved equal. The Model OAFE-1500 shall be an AMCA certified outdoor airflow measurement system with integral signal processor that is capable of producing an overall $\pm 0.5\%$ accuracy through the velocity range of 200 to 1,200 fpm and $\pm 5\%$ accuracy at 100 fpm. The air flow measurement station shall consist of multiple airflow elements, factory mounted and pre-piped in a casing

designed for flanged connection to control dampers, louvers, etc... An optional inlet bell shall be available for plenum applications. Standard materials consist of a G90 galvanized casing and 6063-T5 anodized aluminum flow sensors. The airflow averaging elements shall be head type devices, which generate a differential (velocity) pressure signal similar to the orifice, venture, and other head producing primary elements. The air flow measurement station shall be constructed so as to comply with ASHRAE Standard 111 for equal area traversing of an airflow measurement plane. Multiple elements shall be manifolded together for connection to the integral airflow signal processor. The signal processor shall utilize current state-of-the-art digital microprocessor technology capable of producing unequaled 20-bit (1,048,576 steps) A/D and 12 bit (4,096 steps) D/A signal conversion resolution. Having a twelve-point linearization capability, the signal processor shall be field calibrated to accurately determine true airflow rates even when the primary airflow measurement stations do not meet their minimum installation requirements. The ultra low operating ranges and the auto zeroing function of the signal processor shall provide accurate airflow measurement down to 100 fpm. The signal processor shall accept a temperature input signal for air temperature indication, temperature signal transmission for remote readout, and air density compensation for standard or actual airflow calculations. A password protected configuration menu shall provide quick and simple field configuration by authorized personnel. Field configuration of engineering units, process noise filtering, operating range, alarm set points, etc... shall be performed via user friendly menus and a six button touch pad. An optional temperature transmitter with 4 to 20 mA output and temperature range of -30 to 130°F shall be provide a temperature input signal to the signal processor for air density compensation.

2. Finish within inlet bell to match air flow monitoring unit and NEMA 4 enclosure and NEMA 4 temperature sensor/transmitter.

D. Direct Expansion (DX) Cooling System

1. Air-Cooled Condenser Section:

- a. The condensing section shall be equipped with vertical discharge axial flow direct drive fans. Direct drive fans shall be directly connected to and supported by the motor shaft.
- b. Coils shall be designed for use with R-410A refrigerant.
- c. Coils shall be helium leak tested.
- d. The condenser coils shall be sloped at least 30° to protect the coils from damage.
- e. Condenser coils shall be copper tubes with aluminum fins mechanically bonded to the tubes.
- f. Condenser coil fin design shall be sine wave rippled.
- g. Condenser coils to be sized for a minimum of 10°F of refrigerant sub-cooling.

2. Evaporator Coils:

- a. Evaporator coil shall be copper tube with aluminum fins mechanically bonded to the tubes.
- b. Evaporator coil fin design shall be sine wave rippled.
- c. Evaporator coil shall have galvanized steel end casings.
- d. Evaporator coil shall have equalizing type vertical tube headers.
- e. Evaporator coil shall be furnished with a thermostatic expansion valve.
- f. Evaporator coil shall be furnished with a double sloped drain pan for the positive drainage of condensate.
- g. Coils shall be designed for use with R-410A refrigerant.
- h. Coils shall be helium leak tested.

D. Gas Heating:

1. Stainless steel heat exchanger furnace shall carry a 25 year non-prorated warranty.
2. Gas furnace shall consist of stainless steel heat exchangers with multiple concavities, an induced draft blower and an electronic pressure switch to lockout the gas valve until the combustion chamber is purged and combustion airflow is established.
3. Furnace shall include a gas ignition system consisting of an electronic igniter to a pilot system, which will be continuous when the heater is operating, but will shut off the pilot when heating is not required.
4. Unit shall include a single gas connection and have gas supply piping entrances in the unit base for through-the-curb gas piping and in the outside cabinet wall for across the roof gas piping. Refer to Contract Drawings for gas piping routing.
5. Natural gas furnace shall be equipped with modulating gas valves, adjustable speed combustion blowers, stainless steel tubular heat exchangers, and electronic controller. Combustion blowers and gas valves shall be capable of modulation. Electronic controller includes a factory wired, field installed supply air temperature sensor. Sensor shall be field installed in the supply air ductwork. Supply air temperature setpoint shall be adjustable on the electronic controller within the controls compartment. Gas heating assemblies shall be capable of operating at any firing rate between 100% and 30% of their rated capacity.

E. Refrigeration System:

1. Compressors shall be scroll type with internal thermal overload protection and mounted on the compressor manufacturer's recommended rubber vibration isolators.
2. Compressors shall carry a 5 year non pro-rated warranty.

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3. Unit shall include variable capacity scroll compressors on the lead (Quantity of 2) refrigeration circuit(s) which shall be capable of modulation from 10-100% of its capacity. Furnish quantity of compressors as scheduled.
 4. Lead refrigeration circuit(s) shall be provided with hot gas reheat coil, modulating valves, electronic controller, supply air temperature sensor and a dehumidification control signal terminal which allow the unit to have a dehumidification mode of operation, which includes supply air temperature control to prevent supply air temperature swings and overcooling of the space.
 5. Compressors shall be mounted in an isolated compartment to permit operation of the unit without affecting air flow when the door to the compartment is open.
 6. Compressors shall be isolated from the base pan and supply air to avoid any transmission of noise from the compressor into the building area.
 7. Each refrigerant circuit shall be equipped with electronic thermostatic expansion valve type refrigerant flow control.
 8. Each refrigerant circuit shall be equipped with automatic reset low pressure and manual reset high pressure refrigerant controls. Each refrigeration circuit shall be equipped with Schrader type service fittings on both the high pressure and low pressure sides.
 9. Each refrigeration circuit shall be equipped with refrigerant liquid line driers and sight glasses.
 10. Unit shall be fully factory charged with R-410A refrigerant.
 11. Each compressor shall be equipped with suction and discharge service/isolation valves and tamper proof service caps.
 12. Unit shall dehumidify using a hot gas reheat coil, modulating hot gas reheat control valves piped to the lead refrigerant system, and an electronic controller. A factory-wired, field installed, supply air temperature sensor and a field-installed space humidity sensor shall be provided to control the amount of reheat. The supply air temperature set point shall be adjusted on the electronic controller within the controls compartment.
 13. All compressors shall be provided with a (5) five year parts and labor warranty.
- E. Furnish each unit with an insulated, stainless steel IAQ drain pan under the coil extending past the coil to ensure condensate retention.
- F. Outside Air/Economizer
1. Unit shall include 0-100% economizer consisting of a motor operated outside air damper and return air damper assembly constructed of extruded aluminum,

hollow core, airfoil blades with rubber edge seals and aluminum end seals. Damper blades shall be gear driven and designed to have no more than 15 CFM of leakage per sq. ft. of damper area when subjected to 2 inches w.g. air pressure differential across the damper. Damper assembly shall be controlled by spring return sensible temperature activated fully modulating actuator. Unit shall include outside air opening bird screen, sound lined outside air hood with rain lip.

2. Economizer shall be furnished with space air CO₂ override.
3. Furnish outside flow measuring station for field installation in the outside air stream. Interlock with single zone VAV rooftop unit control panel to measure and trend outside air flow rate and also report the same on the ATC system.
4. During economizer mode the energy recovery wheel shall be bypassed.

G. Energy Recovery Section:

1. Unit shall contain a factory mounted and tested energy recovery wheel(s). The energy recovery wheel(s) shall be mounted in a rigid frame containing the wheel drive motor, drive belt, wheel seals and bearings. Frame shall slide out for service and removal from the cabinet.
2. The energy recovery component shall incorporate a rotary wheel in an insulated cassette frame complete with seals, drive motor and drive belt.
3. Wheels shall be wound continuously with one flat and one structured layer in an ideal parallel plate geometry providing laminar flow and minimum pressure drop-to-efficiency ratios. The layers shall be effectively captured in stainless steel wheel frames or aluminum and stainless steel segment frames that provide a rigid and self-supporting matrix.
4. Wheels shall be provided with removable energy transfer matrix. Wheel frame construction shall be a welded hub, spoke and rim assembly of stainless, plated and/or coated steel and shall be self-supporting without matrix segments in place. Segments shall be removable without the use of tools to facilitate maintenance and cleaning. Wheel bearings shall be selected to provide an L-10 life in excess of 400,000 hours. Rim shall be continuous rolled stainless steel and the wheel shall be connected to the shaft by means of taper locks.
5. All diameter and perimeter seals shall be provided as part of the cassette assembly and shall be factory set. Drive belts of stretch urethane shall be provided for wheel rim drive without the need for external tensioners or adjustment.
6. The energy recovery cassette shall be an Underwriters Laboratories Recognized Component for electrical and fire safety. The wheel drive motor shall be an Underwriters Laboratory Recognized Component and shall be mounted in the

cassette frame and supplied with a service connector or junction box. Thermal performance shall be certified by the manufacturer in accordance with *ASHRAE Standard 84, Method of Testing Air-to-Air Heat Exchangers* and *AHRI Standard 1060, Rating Air-to-Air Energy Recovery Ventilation Equipment*. Cassettes shall be listed in the *AHRI Certified Products*.

7. Energy recovery wheel cassette shall carry a 5 year non-prorated warranty.
8. Hinged service access door shall allow access to the wheel(s).
9. Total energy recovery wheels shall be coated with silica gel desiccant permanently bonded by a process without the use of binders or adhesives, which may degrade desiccant performance. The substrate shall be lightweight polymer and shall not degrade nor require additional coatings for application in marine or coastal environments. Coated segments shall be washable with detergent or alkaline coil cleaner and water. Desiccant shall not dissolve nor deliquesce in the presence of water or high humidity.
10. Unit shall include energy recovery wheel rotation detection sensors and a set of normally open and normally closed contacts for field indication of wheel rotation. Interlock energy recovery wheel rotation detector sensor with ATC system.

H. Extra Materials:

1. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
 - a. Filters: Furnish one set of each type of filter.
 - b. Belts: Furnish one set of belts for each belt drive including energy recovery wheel in rooftop unit.

I. Roof Curb

1. Existing roof curb shall be re-utilized. Provide new gasket between rooftop unit and existing curb.

J. Demand Control Ventilation Components:

1. RTU shall be equipped with demand control ventilation capabilities that enable the varying of outdoor air and return air volumes based on building occupancy. A sensor shall be located in the exhaust air stream and in the space to monitor average CO₂ levels of the occupied spaces. A variable frequency drive shall receive a 0-10 volt signal from the CO₂ sensor and control the outdoor air volume to maintain a maximum of 1,000 ppm of CO₂ in the occupied space. Supply air and exhaust air fans shall be controlled simultaneously to maintain desired

building pressure. Variable frequency drive shall be pre-programmed at the factory and shall assure that minimum outdoor air and exhaust air volumes are always maintained. The sensor and variable frequency drive shall be factory mounted and wired. CO2 sensors (space and outside air) shall be provided and interlocked under Division 23 Section, "Instrumentation and Controls for HVAC and Plumbing Systems".

2. Furnish each single zone VAV rooftop air handling unit with the following:
 - a. Supply air fan variable frequency drive.
 - b. Return air fan variable frequency drive.
 - c. All controls necessary for economizer operation.
 - d. Mixed air temperature controller/sensor.
 - e. Outside airflow monitoring station.
 - f. Motor operated outside air, relief air, return air, bypass air, and economizer dampers.
 - g. All other unit and space sensors shall be furnished under Division 23 Section, "Instrumentation and Controls for HVAC and Plumbing Systems". Refer to Division 01 Section "Alternates" for additional information.

K. Digital Precise Air Controller

1. The unit shall include a field installed microprocessor based unit controller as manufactured by Johnson Controls installed by Modern Controls which controls the operation of the unit including the compressors, condenser fan motors, supply fan motor, relief air fan motor discharge air temperature, space temperature, economizer, demand controlled ventilation, modulating gas valve train/heat and modulating hot gas reheat. Labeled terminal strip for field wiring of controls shall be provided by manufacturer. Rooftop unit manufacturer shall provide protective circuit controls.
2. Field mounted and wired is an outside air temperature sensor and suction pressure transducer. Field wired for field installation is a supply air temperature sensor. Field install a space air temperature sensor with temperature set point reset, unoccupied override and a space humidity sensor.
3. Field Installed Controller:
 - a). Field installed controller shall be capable of independent stand alone operation and have the ability to communicate and integrate with widely-used building automation systems. Controller shall be IP addressable and be able to reside on a TCP/IP network. Controller shall have 2 RJ-45 Ethernet ports, 1 RS-232 port, and 1 RS-485 port.
 - b). Controller shall require a PC with the configuration tool software for configuration and programming. Furnish with graphical user interface over IP option controller so that the unit can be configured through a browser over the internet.
 - c). Controller shall have a full calendar schedule for occupied, unoccupied, and holiday scheduling. Interlock with existing ATC system.

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- d). Controller shall retain all programmed values in non-volatile memory in the event of a power failure.
 - e). Configuration tool software, when connected to unit controller, shall indicate unit status, set points, and faults.
 - f). With modulating hot gas reheat a field installed space humidity sensor and a field installed supply air temperature sensor shall be furnished to control the amount of reheat. An electronic modulating reheat controller shall also be furnished. The supply air temperature set point shall be set on the modulating reheat controller.
 - g). Furnish controls with the necessary interfaces to communicate via BACNET/IP or LonWorks to the building automation system.
4. Field installed controller devices, sensors, and controls shall be provided to interface control single zone VAV unit.
5. As a minimum the field installed controller shall connect to the following available terminals required for controlling of the unit.
- a). Supply fan enable.
 - b). Cooling stage 1 enable and isolation relay.
 - c). Cooling stage 2 enable and isolation relay.
 - d). Cooling stage 3 enable and isolation relay.
 - e). Cooling stage 4 enable and isolation relay.
 - f). Variable capacity compressor 1 (1.44-5VDC) Signal
 - g). Suction Pressure Sensor – Compressor 1 (0-5VDC)
 - h). Suction Pressure Sensor – Compressor 2 (0-5VDC)
 - i). Heating Stage 1 Enable and Isolation Relay
 - j). Gas heat reset signal (0-10VDC)
 - k). Energy Recovery Wheel Enable and Isolation Relay
 - l). Normally Open and Normally Closed Energy Recovery Wheel Rotation Detection
 - m). Power Exhaust Enable and Isolation Relay
 - n). Exhaust Fan 1 & 2 – w/1 VFD: Signal (0-10VDC)
 - o). Economizer Signal (0-10VDC)
 - p). Remote Start/Stop of the Unit
 - q). Supply Fan 1 & 2 w/2 VFD: Signal (0-10VDC)
 - r). Clogged Filter Switch
 - s). Reheat Enable and Isolation Reheat
 - t). Reheat Reset Signal (0-10VDC)
 - u). Remote Safety Shutdown
 - v). Phase and Brown Out
 - w). V1000: std 7.5-20HP VFD
 - x). Run Status
 - y). Current Feedback (0-10VDC = 0-100%)
 - z). Fault
 - aa). V1000: std 7.5-20 HP VFD
 - bb). Run Status
 - cc). Current Feedback (0-10VDC = 0-100%)
 - dd). Fault

6. All inputs and outputs on the manufacturer's controller shall be viewable via the interface.
 7. All setpoints and schedules shall be editable via the interface by the Building Automation System.
 8. In addition to standard inputs/outputs provide additional inputs/outputs as required to accomplish sequence of operation and items listed on point list.
- L. Unit manufacturer shall furnish all protective circuits and safeties. Field install all controls and control devices under Division 23 Section, "Instrumentation and Controls for HVAC and Plumbing System". Factory furnish a labeled terminal strip and location within unit for mounting field installed DDC controls.
- M. Refer to alternates section for additional information.
- N. Electrical
1. Unit shall be provided with standard power block for connecting power to the unit.
 2. Unit shall be provided with factory installed and factory wired, non-fused disconnect switch.
 3. Unit shall be provided with phase and brown out protection which shuts down all motors in the unit if the electrical phases are more than 10% out of balance on the voltage, the voltage is more than 10% under design voltage, or on phase reversal.
 4. Unit shall be provided with manual reset low temperature limit controls which shut off the unit when the discharge temperature reaches a field adjustable setpoint.
- O. Sequence of Operation
1. Refer to Division 23 Section, "Instrumentation and Controls for HVAC and Plumbing Systems" for unit sequence of operation.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify all dimensions by field measurements. Verify that all equipment may be installed in accordance with pertinent codes and regulations, the original design, and the referenced standards.
- B. Verify structure, mounting supports and membrane installations are completed to the proper point to allow installation of roof mounted equipment, where applicable.

- C. Examine rough-in requirements for all piping systems to verify actual locations of piping connections prior to installation.
- D. Verify that electrical work installation is in accordance with manufacture's submittal and installation requirements of Division 26 sections. Do not proceed with equipment start-up until electrical work is acceptable to equipment installer. Coordinate sizes of all thermal overloads with Division 26.
- E. Do not proceed until unsatisfactory conditions have been corrected.
- F. Provide wiring diagrams of all equipment as specified in Division 23 Section, *Common Work Results for HVAC*.

3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Install all equipment in accordance with manufacturer's installation instructions, in accordance with state and local code requirements, and in accordance with the contract drawings. Install all equipment plumb and level, to tolerances as required by the manufacturer of each item of equipment. Maintain manufacturer recommended clearances around and over all equipment.
- B. Coordinate all electrical requirements with Division 26.
- C. Verify piping arrangements of all equipment with the contract drawings. Piping details shall be strictly adhered to concerning valves, fittings, components, etc. At coils, where a rebuildable and repairable autoflow valve is installed in the line without the need for draining or shutting of the water, the same may be utilized as the isolation valve and additional shut-off valve is not required.
- D. Connect all equipment, devices and components to wiring systems and to ground as indicated and instructed by manufacturer. Tighten connectors and terminals, including screws and bolts, according to equipment manufacturer's published torque-tightening values for equipment connectors. Where manufacturer's torquing requirements are not indicated, tighten connectors and terminals according to tightening requirements specified in UL 486A.
- E. Testing: After installing HVAC equipment, devices and components and after electrical circuitry has been energized, demonstrate product capability and compliance with requirements.
- F. Remove and replace malfunctioning units with new units and retest.

3.3 FIELD QUALITY CONTROL

- A. Where indicated provide the services of a factory authorized service representative to examine the field assembly of components, installation, piping, electrical connections, controls, and clearances. Submit factory start-up check list to Engineer for information

purposes. Testing and balancing work shall not commence until start-up reports have been completed, reviewed by Engineer, and forwarded to Testing and Balancing Agency.

- B. Where factory start-up of equipment is not specified, provide field start-up by qualified technician to examine the field assembly of components, installation, piping, electrical connections, controls and clearances. Record equipment manufacturers standard start-up information and submit to Engineer for review. Testing and balancing work shall not commence until start-up reports have been completed, reviewed by Engineer, and forwarded to Testing and Balancing Agency.
- C. Charge all refrigerant systems with refrigerant and oil and test for leaks. Repair leaks and replace lost refrigerant and oil.
- D. Verify proper motor sizes, voltages, thermal overloads, nameplate data, etc. All equipment voltages and current shall be recorded to insure that motors are operating below their service factors. Test and Balance Engineer shall record electrical data before continuous or permanent operation.

3.4 DEMONSTRATION

- A. Provide the services of a factory authorized service representative to provide start-up and to demonstrate and train the Owner's maintenance personnel.
- B. Place equipment into operation and adjust controls and safeties. Replace damaged or malfunctioning components and controls.
- C. Training:
 - 1. Train the Owner's maintenance personnel on start-up and shut-down procedures, trouble shooting procedures, lubrication, servicing procedures and preventative maintenance schedules/procedures. Review with the Owner's personnel, the contents of the operation and maintenance data specified in Division 23 Section, *Common Work Results for HVAC*.
 - 2. Submit operation and maintenance data as soon as possible prior to project close-out. Operations and maintenance data shall be submitted to the Owner for review and comment prior to submission to the Engineer.
 - 3. Schedule training with the Owner through the Engineer with at least seven (7) days prior notice.
- D. Contractor shall demonstrate removal and replacement of filters at all pieces of equipment with filters in the presence of the Owners representative.

3.5 CLEANING

- A. After completing installation, inspect exposed finish. Remove burrs, dirt, and construction debris, and repair damaged finishes including chips, scratches, and

abrasions.

- B. Clean fan and equipment interiors to remove foreign material and construction dirt and dust. Vacuum clean fan wheels, cabinets, and coils' entering air face.

3.6 SINGLE ZONE VAV UNITS INSTALLATION REQUIREMENTS

- A. Examine areas and conditions for compliance with requirements for installation tolerances, other specific conditions, and other conditions affecting performance of single zone VAV units. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. Examine piping and electric rough installations for single zone VAV units to verify actual locations of piping connections before installation.
- C. Install single zone VAV units according to manufacturer's written instructions.
- D. Install units level and plumb, firmly anchored in locations indicated, and maintain manufacturer's recommended clearances.
- E. Piping Connections: Drawings indicate the general arrangement of piping, fittings, and specialties. Specific connection requirements are as follows:
 - 1. Connect drain pan to nearest roof drain as indicated.
 - 2. Connect gas piping to indirect gas furnace. Install new valve and dirt leg.
- F. Duct Connections: Connect supply, return, relief and outside air ducts to single zone VAV units with flexible duct connections. Provide transitions to match unit duct-connection size. Completely seal and insulate where ductwork connects to unit and filter rack.
- G. Prepare existing roof curb for new rooftop unit. Provide new gasket, supports, and flashing.
- H. Install electrical devices furnished by manufacturer but not specified to be factory mounted.
- I. Connect low voltage safety switch wiring to heat pumps where air conditioning condensate pumps are indicated.
- J. Ground equipment.
 - 1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- K. Replace filters used during construction. Seal all return air ducts to filter racks. Seal air

tight all filter racks.

- L. Manufacturer's Field Service: Provide services of a factory-authorized service representative to supervise the field assembly of components and installation of water-source heat pumps, including piping and electrical connections. Report results in writing.
 - 1. Test and adjust controls and safeties.
 - 2. Replace damaged and malfunctioning controls and equipment.
 - 3. Test and record refrigerant pressures, air flow rates, electrical characteristics. Start-up company and Test and Balance Engineer must both be present during start-up to simultaneously record the above data.
- M. Engage a factory-authorized service representative to train Owner's maintenance personnel as specified below:
 - 1. Train Owner's maintenance personnel on procedures and schedules related to startup and shutdown, troubleshooting, servicing, and preventive maintenance.
 - 2. Review data in the maintenance manuals specified in Division 01.
 - 3. Schedule training with Owner, through Architect, with at least 7 days' advance notice.
- N. Maintain minimum of 24 inches clear space at unit filter access. Provide manufacturer required clearances for service at ATC control panel, fan section, compressor section and electrical section. Maintain sufficient clear space below units to allow lowering and raising of units in the future.
- O. All single zone VAV units shall be provided with auto-restart in the event of a power outage. Units shall automatically be enabled to re-start when power is restored.
- P. Install CO₂ sensor/control/interlock wiring to variable frequency drives and to ATC system. Install global CO₂ sensor to monitor ambient outside air CO₂ level.
- Q. Install and interlock space CO₂ sensors.
- R. Install and interlock outside air flow monitoring station and exhaust air flow monitoring station.
- S. Startup Services: Engage a factory-authorized service representative to commission units as specified below:
 - 1. Energize and verify correct rotation of heat wheels and fans.
 - 2. Adjust seals and purge.

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3. Test and adjust controls and safeties. Replace damaged or malfunctioning controls and equipment.
 4. Test refrigerant circuit and controls
 5. Record refrigerant pressures.
 6. Verify sequence of operation.
 7. Verify and record minimum and maximum air flow rates for the supply and exhaust air fan.
 8. Verify and record the minimum and maximum supply/exhaust fan speeds/ hertz and incorporate into the fan tracking sequence of operation.
- T. Install new filters at completion of equipment installation and before testing, adjusting, and balancing.
- U. Test all gas fired equipment.
- V. Install heaters according to manufacturer's written instructions. Provide clearances to combustibles per units listing and approval.
- W. Install and connect gas-fired heaters and associated fuel and vent features and systems, installed and connected according to NFPA 54, applicable local codes and regulations, and manufacturer's printed installation instructions.
- X. Piping installation requirements are specified in other Division 23 Sections. Drawings indicate general arrangement of piping, fittings, and specialties. Specific connection requirements are as follows:
1. Install piping adjacent to machine to allow service and maintenance.
 2. Gas Piping: Conform to applicable requirements of Division 23 Section, *HVAC Piping, Fittings, & Valves*. Connect gas piping to gas train inlet; provide union with sufficient clearance for burner removal and service. Provide AGA-approved flexible connections.
 3. Condensate drain piping: Conform to applicable requirements of Division 23 Section, *HVAC Piping, Fittings, & Valves*. Pipe as indicated on contract drawings.
- Y. Electrical: Conform to applicable requirements of Division 26 Sections.
1. Install electrical devices furnished with heaters but not specified to be factory mounted.
- Z. Connect heaters and components to wiring systems and to ground as indicated and

instructed by manufacturer. Tighten electrical connectors and terminals, including grounding connections, according to manufacturer's published torque-tightening values. Where manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

- AA. Adjust burner and other unit components for optimum heating performance and efficiency. Adjust heat distribution features, including louvers, vanes, shutters, dampers, and reflectors, to provide optimum heat distribution for objects, personnel, and spaces served.
- BB. After completing system installation, inspect heaters and associated components. Repair scratches and mars of finish to match original finish. Clean unit internally using methods and materials recommended by manufacturer.

END OF SECTION

DIVISION 23 SECTION 230701
HVAC INSULATION

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SECTION 230701 - HVAC INSULATION

PART 1. GENERAL

1.1. REFERENCE

- A. The Conditions of the Contract and other General Requirements apply to the work specified in this Section. All work under this Section shall be subject to the requirements of Division 23 Section, *Common Work Results for HVAC*.
- B. Drawings and general provisions of the Contract, including General and Supplementary General Conditions and Division 01 Specification Sections, apply to this Section

1.2. DESCRIPTION

- A. All ductwork installed under this Contract shall be covered as specified.

1.3. SCOPE

- A. The work covered by this specification consists of furnishing all labor, equipment, materials and accessories, and performing all operations required, for the correct fabrication and installation of thermal insulation applied to all piping, equipment, and duct systems, in accordance with applicable project specifications and drawings, subject to the terms and conditions of the contract.

1.4. STANDARDS

- A. Thermal insulation materials shall meet the property requirements of one or more of the following specifications as applicable to the specific product or use:
 - 1. American Society for Testing of Materials Specifications:
 - a). ASTM C 547, "Standard Specification for Mineral Fiber Preformed Pipe Insulation".
 - b). ASTM C 55, "Standard Specification for Mineral Fiber Blanket and Felt Insulation".
 - c). ASTM C 585, "Recommended Practice for Inner and Outer Diameters of Rigid Pipe Insulation for Nominal Sizes of Pipe and Tubing (NPS System)".
 - d). ASTM C 612, "Standard Specification for Mineral Fiber Block and Board Thermal Insulation".
 - e). ASTM C 1136, "Standard Specification for Barrier Material, Vapor, "Type 1 or 2 (Jacket only)".

2. ASHRAE 90.1 "Energy efficient design of new buildings except low-rise residential buildings", latest edition.
3. International Energy Conservation Code, latest edition.
- B. Insulation materials, including all weather and vapor barrier materials, closures, hangers, supports, fitting covers, and other accessories, shall be furnished and installed in strict accordance with project drawings, plans, and specifications.

1.5. SYSTEM PERFORMANCE

- A. Insulation materials furnished and installed hereunder should meet the minimum economic insulation thickness requirements of the North American Insulation Manufacturers' Association (NAIMA) (formerly known as TIMA), to ensure cost-effective energy conservation performance. Alternatively, materials should meet the minimum thickness requirements of National Voluntary Consensus Standard 90.1, (latest edition) and "Energy Efficient Design of New Buildings," of the American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE), latest edition. However, if other factors such as condensation control or personnel protection are to be considered, the selection of the thickness of insulation should satisfy the controlling factor. As minimum, all insulation thicknesses shall be as hereinafter specified.
- B. Insulation materials furnished and installed hereunder shall meet the fire hazard requirements of any one of the following specifications:
 1. American Society for Testing of Materials ASTM E 84
 2. Underwriters' Laboratories, Inc. UL 723
 3. National Fire Protection Association NFPA 255
 4. ASTM E 96, "Standard Test Methods for Water Vapor Transmission of Materials".

1.6. QUALITY ASSURANCE

- A. Insulation materials and accessories furnished and installed hereunder shall, where required, be accompanied by manufacturers' current submittal or data sheets showing compliance with applicable specifications listed in Section 1.4 above.
- B. Insulation materials and accessories shall be installed in a workmanlike manner by skilled and experienced workers who are regularly engaged in commercial insulation work.

1.7. DELIVERY AND STORAGE OF MATERIALS

- A. All of the insulation materials and accessories covered by this specification shall be delivered to the job site and stored in a safe, dry place with appropriate labels and/or other product identification.
- B. The Contractor shall use whatever means are necessary to protect the insulation materials and accessories before, during, and after installation. No insulation material shall be installed that has become damaged in any way. The Contractor shall also use all means necessary to protect work and materials installed by other trades.
- C. If any insulation material has become wet because of transit or job site exposure to moisture or water, the Contractor shall not install such material, and shall remove it from the job site. An exception may be allowed in cases where the Contractor is able to demonstrate that wet insulation when fully dried out (either before installation, or afterward following exposure to system operating temperatures) will provide installed performance that is equivalent in all respects to new, completely dry insulation. In such cases, consult the insulation manufacturer in writing for technical assistance.
- D. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements. Protect all insulation from water, construction traffic, dirt, chemical and mechanical damage.

1.8. ALTERNATES

- A. Refer to Division 01 Section, "Alternates" for description of work under this section affected by alternates.

PART 2. PRODUCTS

2.1. GENERAL

- A. All materials to be insulated shall be thoroughly cleaned, after completion of successful tests, and shall be covered as specified below. Fiberglass insulation shall be Owens-Corning, Manville, Armstrong, or P.P.G, or as approved equal.

2.2. DUCTWORK INSULATION MATERIALS AND THICKNESSES

- A. Insulate all supply, return, exhaust, and outside air intake ductwork with fiberglass exterior duct insulation with factory-applied foil facing. All exposed fiberglass duct insulation shall be 2-inch rigid or non-flexible board type 3.0 pcf minimum density, 0.23 max. "K" factor at 75 degrees F mean temperature, with white vinyl A.S.J. max, polymer coating vapor barrier facing. All concealed fiberglass duct insulation shall be 2-inch flexible blanket type, 1.0 pcf minimum density. All concealed insulation shall be 0.27 max. "K" factor at 75 degrees F mean temperature with reinforced foil-scrim Kraft vapor barrier facing. Unless otherwise noted, the minimum installed R-value shall be 6.0 HR x ft² x °F/btu.
- B. Refer to Division 23 Section, *HVAC Air Distribution System* and contract drawings for location of all sound-lined ductwork. Sound-lined ductwork from the discharge or supply side of all single zone VAV unit shall require external insulation in addition to internal lining

specified hereinafter. All other ducts indicated to be provided with interior lining shall not require additional exterior insulation.

- C. Where a vapor barrier is required, all joints, seams, tears, punctures, and other penetrations shall be closed with 3-inch (7.5cm) pressure-sensitive tape matching the facing or with vapor barrier coating reinforced with 3-inch (7.5cm) glass scrim tape.
- D. Contractor-applied internal linings shall be as specified and installed as hereinafter specified.
- E. For exposed Fiberglass duct insulation, tightly butt all edges and seams. Secure insulation with flush mechanical fasteners spaced not less than one per square foot. Insulation may be secured with 100 percent coverage of adhesive with mechanical fasteners on the underside of the duct only, in addition to adhesive. Adhesive shall be water based Foster 85-60 or Childers CP-127. Cover all seams, joints and fasteners with not less than 3-inch wide tape matching the insulation facing. Pre-finished white fastener caps may be left exposed if the spacing and pattern is uniform in appearance. Staples will not be permitted.

2.3. ACCESSORY MATERIALS

- A. Accessory materials installed as part of insulation work under this section shall include, but not be limited to:
 - 1. Closure Materials - Butt strips, bands, wires, staples, mastics, adhesives; pressure-sensitive tapes.
 - 2. Field-applied jacketing materials - sheet metal, plastic, canvas, fiber glass cloth, insulating cement; PVC fitting covers, PVC jacketing.
 - 3. Support Materials - Hanger straps, hanger rods, saddles.
 - 4. Fasteners, weld pins/studs, speed clips, insulation washers.
 - 5. Metal mesh or expanded metal lagging.
- B. All accessory materials shall be installed in accordance with project drawings and specifications, manufacturer's instructions, and/or in conformance with the current edition of the Midwest Insulation Contractors Association (MICA) "Commercial & Industrial Insulation Standards."

2.4. EXTERIOR ROOF MOUNTED DUCTWORK INSULATION SYSTEM

- A. Insulate all exterior roof mounted exhaust air ductwork with an interlocking, four-piece, Techna-Duc insulation panel system as manufactured by P.T.M. Manufacturing, L.L.C., Fabrite as manufactured by County Group, or Flex Clad – 400 jacketing system as manufactured by Tri-State Insulation, or Foster Vapor Fas 62-05 as manufactured by MFM Building Products, or as approved equal. Insulation system shall be constructed of glass-reinforced polyisocyanurate foam insulation encased in 1.25 mil aluminum foil vapor barrier facing. All insulation shall be a combined minimum thickness of 2-inch rigid or non-flexible

board type, 2.0 pcf minimum density, .25 max "K" factor at 75 degrees Fahrenheit mean temperature. Exterior weather barrier shall be fabricated of embossed aluminum sheeting, minimum 0.032-inches in thickness, and laminated to insulation foil facing. Total installed R-value shall be R-16 at 2 inch thickness.

- B. Refer to Division 23 Section, *HVAC Air Distribution* and contract drawings for location of all exterior roof mounted ductwork.
- C. All roof mounted ductwork shall meet the specifications set forth in Division 23 Section, *HVAC Distribution* before installation of the insulation system, to include sealing of joints, testing and duct leakage and installation of duct accessories.
- D. All vapor barrier joints, seams, tears, punctures, and other penetrations shall be closed with 3-inches by 1.25 mil minimum aluminum foil faced tape, and/or non-setting vapor barrier coating as applicable. Material shall be fitted so that the vapor barrier seal is continuous and does not allow for water vapor infiltration.
- E. Insulation panel system shall be fitted into place on the ductwork. Each insulation panel shall be constructed so that all vertical and horizontal insulation seams shall have an interlocking and overlapping shiplap style joint to provide a thermal seal. The overlap shall be a minimum of 2-inches thick. Fasten panel system together at overlapping joints using #10 self tapping, stainless steel, vapor seal screws with weather seal washers on a maximum of 12-inches center. For ducts wider than 48-inches, a bottom fastener should be utilized.
- F. At all circumferential joints, apply butyl compound putty using a laminate roller. The butyl compound shall be covered with a 3-inch wide cap of embossed aluminum sheeting, minimum 0.032-inches in thickness. All seams of the aluminum cap and all weather barrier abutments shall be sealed with a bead of RTV caulk, colored to match the panel system.
- G. Insulation and jacketing shall cover all duct flanges to prevent collection of water or leaks.
- H. All exterior access doors shall be covered with removable insulation system and shall be labeled.
- I. At all static pressure measurement points and pitot tube traverse points install inspection plugs as manufactured by Inspection Plug Strategies. Inspection plugs shall be installed in ductwork per manufacturer's requirements and shall be located where indicated by the Test/Balance Engineer. The inspection plugs shall comply with the following:
 - 1. 50 Durometer EPDM Rublen rated for 340°F.
 - 2. Temperature resistant range= -67°F to 340°F.
 - 3. U.V. resistant.
 - 4. Ozone resistant.
 - 5. Comply with ASTM D470 0624 D2132 D865 D395. Furnish each inspection plug with EPDM sealing flange, EPDM cap, and stainless steel attached lanyard.
 - 6. Provide waterproof label identifying all inspection plugs.

PART 3. EXECUTION

3.1. WORKMANSHIP

- A. The Contractor shall take special care to prevent soiling equipment below or adjacent to areas being insulated. He shall be completely responsible for removing insulation cement splashes and smears and all surfaces that he mars or otherwise soils or defaces, and he will be totally responsible for restoring these damaged surfaces to their like-new condition when delivered to the site.

3.2. SITE INSPECTION

- A. Before starting work under this section, carefully inspect the site and installed work of other trades and verify that such work is complete to the point where installation of materials and accessories under this section can begin.
- B. Verify that all materials and accessories can be installed in accordance with project drawings and specifications and material manufacturers' recommendations.
- C. Verify, by inspecting product labeling, submittal data, and/or certifications which may accompany the shipments, that all materials and accessories to be installed on the project comply with applicable specifications and standards and meet specified thermal and physical properties.

3.3. PREPARATION

- A. Ensure that all pipe and equipment surfaces over which insulation is to be installed are clean and dry.
- B. Ensure that insulation is clean, dry, and in good mechanical condition with all factory-applied vapor or weather barriers intact and undamaged. Wet, dirty, or damaged insulation shall not be acceptable for installation.

3.4. INSTALLATION

- A. Ductwork Insulation:
 - 1. General:
 - a). Before installing insulation, ensure that all seams and joints in ductwork have been sealed and leak tested by the contractor responsible for the duct system. Before applying duct insulation, air ducts shall be clean and dry.
 - b). Install insulation in accordance with manufacturer's published instructions and recognized industry practice to ensure that it will serve its intended purpose.
 - c). Install insulation materials with smooth and even surfaces. Butt joints firmly together to ensure complete and tight fit over surfaces to be covered.

- d). Maintain the integrity of factory-applied vapor barrier jacketing on all insulation, protecting it against puncture, tears or other damage. All staples used on ductwork insulation shall be coated with suitable sealant to maintain vapor barrier integrity and covered with pressure sensitive vapor barrier tape and vapor barrier coating as specified.
- e). Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and exposed joints. All portions of duct designated to receive duct wrap shall be completely covered with duct wrap.
- f). To ensure installed thermal performance, duct wrap insulation shall be cut to "stretch-out" dimensions. Maintain specified duct insulation thickness and vapor barrier at all fittings, obstructions, and duct flanges.
- g). A 2-inch (50mm) piece of insulation shall be removed from the facing at the end of the piece of duct wrap to form an overlapping stapling and taping flap.
- h). Install duct wrap insulation with facing outside so that the tape flap overlaps the insulation and facing at the other end of the piece of duct wrap. Adjacent sections of duct wrap insulation shall be tightly butted with the 2-inch (50mm) stapling and taping flap overlapping. If ducts are rectangular or square, install so insulation is not excessively compressed at corners. Seams shall be stapled approximately 6-inches (150mm) on center with 2-inch (13mm) (min) steel outward clinching staples.
- i). Seams, joints and staples shall be sealed with pressure-sensitive tape matching the insulation facing (either plain foil or FRK backing stock) and glass fabric and vapor barrier coating. Cloth duct tape of any color or finish using reclaimed rubber adhesives shall not be utilized on duct wrap insulation. Adjacent sections of duct wrap shall be tightly butted with the 2-inch (50mm) tape flap overlapping.
- j). Where rectangular ducts are 24-inch (600mm) in width or greater, duct wrap insulation shall be additionally secured to the bottom of the duct with mechanical fasteners such as pins and speed clip washers, spaced on 18-inch (425mm) centers (maximum) to prevent sagging of insulation.
- k). Seal all tears, punctures and other penetrations of the duct wrap facing using one of the above methods to provide a vapor tight system.
- l). Upon completion of installation of duct wrap and before operation is to commence, visually inspect the system and verify that it has been correctly installed.

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- m). Open all system dampers and turn on fans to blow all scraps and other loose pieces of material out of the duct system. Allow for a means for removal of such material.
 - n). Check the duct system to ensure that there are no air leaks through joints.
 - o). No ductwork insulation shall be supported utilizing tie wire or bailing wire. Penetrations of ductwork insulation vapor barrier are prohibited.
 - p). Bevel and terminate insulation at access doors. Paint edges with vapor barrier mastic.
 - q). Install insulation board between volume dampers and sheet metal standoffs.
 - r). Provide removable insulation section at all pitot tube traverse points. Insulation section shall contain tether that attaches to adjacent ductwork.
- 2. Penetrations: Extend ductwork insulation without interruption through walls, floors and similar ductwork penetrations, except where otherwise specified.
 - 3. Ductwork Exposed to Weather: Protect outdoor insulation from weather by installing outdoor weather barrier mastic or jacketing as recommended by the insulation manufacturer.
 - 4. Rigid Insulation:
 - a). Rigid duct insulation may be impaled over welded pins and secured with insulation caps and washers matching the color of the vapor barrier facing. All seams shall be firmly butted and sealed with pressure-sensitive vapor barrier tape matching the facing and vapor barrier coating.
 - b). Corner angles shall be installed on all external corners of rigid duct insulation in exposed finished areas before jacketing, except oven and hood exhaust duct insulation, which shall have no corner angles.
 - 5. Duct Wrap Insulation: Duct wrap insulation shall be applied with all joints butted firmly together. All joints in the insulation covering shall be sealed with adhesive. Duct wrap insulation shall be secured to bottom of rectangular or oval ducts over 24inches (60cm) wide with mechanical fasteners on 16-inch (40 cm) (approx.) centers to prevent sagging.
 - 6. Duct Lining Insulation: Duct liner insulation shall be applied with all joints tightly butted using 90 percent coverage of adhesive meeting the requirements of ASTM C 916 plus mechanical fasteners spaced according to the liner manufacturer's schedule for the interior width of the plenum, housing, or air shaft. (Also refer to Division 23 Section, *HVAC Air Distribution System*.)

3.5. FIELD QUALITY ASSURANCE

- A. Upon completion of all insulation work covered by this specification, visually inspect the work and verify that it has been correctly installed. This may be done while work is in progress, to assure compliance with requirements herein to cover and protect insulation materials during installation.

3.6. PROTECTION

- A. Replace damaged insulation which cannot be satisfactorily repaired, including insulation with vapor barrier damage and moisture-saturated insulation.
- B. The insulation contractor shall advise the general and/or the mechanical contractor as to requirements for protection of the insulation work during the remainder of the construction period, to avoid damage and deterioration of the finished insulation work.

3.7. SAFETY PRECAUTIONS

- A. Insulation contractor's employees shall be properly protected during installation of all insulation. Protection shall include proper attire when handling and applying insulation materials, and shall include (but not be limited to) disposable dust respirators, gloves, hard hats, and eye protection.
- B. The insulation contractor shall conduct all job site operations in compliance with applicable provisions of the Occupational Safety and Health Act, as well as with all state and/or local safety and health codes and regulations that may apply to the work.

END OF SECTION

DIVISION 23 SECTION 230900
INSTRUMENTATION AND CONTROLS OF HVAC AND PLUMBING SYSTEMS

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SECTION 230900 - INSTRUMENTATION AND CONTROLS OF HVAC AND PLUMBING SYSTEMS

PART 1. GENERAL

1.1. SUMMARY

- A. For General Mechanical Requirements, see Division 23 Section, *Common Work Results for HVAC*, and Division 01 Sections.
- B. Comply with all code requirements and fire safety requirements as specified in Division 23 Section, *Common Work Results for HVAC*.
- C. Drawings and general provisions of the Contract, including General and Supplementary General Conditions and Division 01 Specification Sections, apply to this Section.
- D. This Section includes control equipment for HVAC systems and components, including control components for terminal heating and cooling units not supplied with factory wired controls.
- E. The automatic temperature control system ATC and central control and monitoring system (CCMS) shall be electric/electronic direct digital control (DDC), Johnson Controls as installed by Modern Controls. All work associated with the automatic temperature control system shall be performed by personnel regularly and directly employed by the Automatic Temperature Controls Contractor. Control System shall be web based, allowing the client access via a standard web browser.
- F. Coordinate controls with controlled equipment. Upon completion of the work, calibrate and adjust all controls for proper function. Electric wiring, including interlock wiring for equipment such as single zone VAV units, existing relief air fan, existing exhaust fans, etc., shall be furnished and installed under this section. All electrical work shall conform to the applicable requirements of Division 26.
- G. All automatic temperature control dampers, valves and separable wells for immersion elements furnished by the Control Manufacturer shall be installed by the Mechanical Contractor or his sheet metal subcontractor under the Control Manufacturer's supervision.
- H. Reference is hereby made for this contractor to become familiar with Division 26 of these specifications. Familiarization is for coordination purposes only. The control contractor shall provide all necessary relays, contacts, interlock wiring etc. not provided under Division 26 for the automation of the ATC and CCMS systems as required by the sequence of operation and input/output schedule. The control contractor shall coordinate all requirements with the building Fire Alarm System and the existing duct detectors. The control contractor shall provide all additional devices and interlock wiring required for the automation of the ATC system and monitoring of the CCMS system.
- I. Furnish all labor, materials, software, equipment and services necessary for and incidental to furnishing and installing a complete direct digital control, automatic

temperature control system to meet the requirements of the sequence of operation described on the Contract Drawings.

- J. Unless the necessary items are specified to be provided with mechanical equipment by Division 23, the ATC contractor shall coordinate with Division 23, Mechanical, and shall furnish and install all items necessary to meet the requirements of the Sequence of Operation and the Central Control and Monitoring System (CCMS) indicated on the drawings and as required in this specification.
- K. The control system shall include all necessary and specified control equipment properly installed in accordance with the specifications and drawings and shall include, but not be limited to the automatic temperature control and energy management system of the following:
 - 1. Airflow Monitoring Stations
 - 2. Carbon Dioxide Sensors
 - 3. Gas Furnaces
 - 4. Hot Gas Re-heat Coils
 - 5. Miscellaneous interlocks required for gas systems, ventilation systems, etc.
 - 6. Room Differential Pressures
 - 7. Single Zone VAV Units
 - 8. Space Sensors (CO₂, Humidity, temperature, static pressure)
 - 9. Existing relief air fan
- L. All labor, material, equipment and software to meet the functional intent of the system, as specified herein and as shown on the drawings, shall be included. Drawings are diagrammatic only. Equipment and labor not specifically referred to herein or on the plans, that are required to meet the functional intent, shall be provided without additional cost to the owner.
- M. Where equipment is specified to be provided by equipment manufacturer or where packaged controls are specified map out all points provided by the manufacturer so the same can be viewed by ATC system. As a minimum all points indicated in the point list and control diagram must be viewable and adjustable from the ATC system. Coordinate with equipment manufacturer.

1.2. DEFINITIONS

- A. DDC: Direct digital control.
- B. I/O: Input/output.
- C. LonWorks: A control network technology platform for designing and implementing interoperable control devices and networks.
- D. MS/TP: Master slave/token passing.
- E. PC: Personal computer.

- F. PID: Proportional plus integral plus derivative.
- G. RTD: Resistance temperature detector.
- H. UPS: Uninterruptible Power Supply.
- I. NAE: Network Automated Engine.

1.3. SYSTEM PERFORMANCE

- A. Comply with the following performance requirements:
 - 1. Graphic Refresh: Update graphic with minimum 20 dynamic points with current data within 8 seconds.
 - 2. Object Command: Reaction time of less than two seconds between operator command of a binary object and device reaction.
 - 3. Object Scan: Transmit change of state and change of analog values to control units or workstation within six seconds.
 - 4. Alarm Response Time: Annunciate alarm at workstation within 45 seconds. Multiple workstations must receive alarms within five seconds of each other.
 - 5. Program Execution Frequency: Run capability of applications as often as five seconds, but selected consistent with mechanical process under control.
 - 6. Performance: Programmable controllers shall execute DDC PID control loops, and scan and update process values and outputs at least once per second.
 - 7. Reporting Accuracy and Stability of Control: Report values and maintain measured variables within tolerances as follows:
 - a). Space Temperature: Plus or minus 1 deg F (0.5 deg C).
 - b). Ducted Air Temperature: Plus or minus 1 deg F (0.5 deg C).
 - c). Outside Air Temperature: Plus or minus 2 deg F (1.0 deg C).
 - d). Temperature Differential: Plus or minus 0.25 deg F (0.15 deg C).
 - e). Relative Humidity: Plus or minus 5 percent.
 - f). Airflow (Pressurized Spaces): Plus or minus 3 percent of full scale.
 - g). Airflow (Measuring Stations): Plus or minus 5 percent of full scale.
 - h). Air Pressure (Space): Plus or minus 0.01-inch wg (2.5 Pa).
 - i). Air Pressure (Ducts): Plus or minus 0.1-inch wg (25 Pa).
 - j). Carbon Dioxide: Plus or minus 50 ppm.

1.4. DELIVERY, STORAGE, AND HANDLING

- A. Factory-Mounted Components: Where control devices specified in this Section are indicated to be factory mounted on equipment, arrange for shipping of control devices to equipment manufacturer.
- B. System Software: Update to latest version of software at Project completion.

1.5. COORDINATION

- A. Coordinate location of thermostats, humidistats, and other exposed control sensors with plans and room details before installation.
- B. Coordinate equipment with existing "*Fire Alarm System*" to achieve compatibility with equipment that interfaces with that system. (Existing duct smoke detectors)
- C. Coordinate supply of conditioned electrical branch circuits for control units and operator workstation.
- D. Coordinate equipment with Division 26 Section, *Panelboards* to achieve compatibility with starter coils and annunciation devices.
- E. Coordinate equipment with Division 26 Section, *Motor-Controllers* to achieve compatibility with motor starters and annunciation devices.

1.6. WORK BY OTHERS

- A. Automatic temperature control, air flow stations, pipe taps, flow meters, and separable wells for immersion elements furnished by the control manufacturer shall be installed by the mechanical contractor under the control manufacturer's supervision. The control contractor shall deliver to the mechanical contractor wells for installation within the various systems.
- B. All automatic dampers furnished by the control manufacturer shall be installed by the mechanical contractor under the control manufacturer's supervision.

1.7. QUALITY ASSURANCE

- A. The automatic temperature control (ATC) system and the central control and monitoring system (CCMS) shall be as manufactured by Johnson Controls as installed by Modern Controls.
- B. Supplier shall have an in-place support facility with technical staff, spare parts inventory and all necessary test and diagnostic equipment. The fully staffed and equipped office shall be within a 60 mile radius of the job site.
- C. The systems shall be complete in all respects, and shall be installed by skilled personnel. The Control Contractor shall have a successful history in the installation and maintenance of automatic temperature control systems similar in size and performance to that specified herein.
- D. All electrical wiring in connection with the Automatic Temperature Control System shall be furnished and installed by the ATC Contractor. This shall include all interlock wiring between the dampers, heat pumps, etc.
- E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

- F. Comply with ASHRAE 135 for DDC system components.

1.8. GUARANTEE AND INSTRUCTION

- A. The control system including all components, system software, parts and assemblies herein specified shall be free from defects in workmanship and materials under normal use and service. After completion of the installation, the Control Manufacturer shall regulate and adjust all thermostats, control valves, control motors, and other equipment provided under this contract. If within two (2) years from the date of acceptance by Owner any of the equipment herein described is proved to be defective in workmanship or materials, it will be replaced or repaired at no additional cost to the Owner. The Control Manufacturer shall, after completion, provide any service incidental to the proper performance of the Control System under guarantees outlined above for a period of two (2) years. Normal maintenance of the system is not to be considered part of the guarantee. All corrective modifications made during warranty service periods shall be updated on all user documentation including "as-built" shop drawings and on user and manufacturer archived software disks.
- B. The control contractor shall completely check out, calibrate and test all connected hardware to insure that the system performs in accordance with the approved specifications and sequences of operation submitted.
- C. Upon completion of the work, the control drawings encased in heavy plastic shall be provided where directed. Layout shall show all control equipment and the function of each item indicated.
- D. The temperature control contractor's office shall be within a 60 mile radius of the job site.
- E. The contractor shall respond to the job site with qualified technicians within a 4 hour period for any emergency relating to the control system or energy management systems.
- F. This agreement shall include emergency service during normal working hours.

1.9. SUBMITTALS

- A. Product Data: Include manufacturer's technical literature for each control device. Indicate dimensions, capacities, performance characteristics, electrical characteristics, finishes for materials, and installation and startup instructions for each type of product indicated.
 - 1. DDC System Hardware: Bill of materials of equipment indicating quantity, manufacturer, and model number. Include technical data for operator workstation equipment, interface equipment, control units, transducers/transmitters, sensors, actuators, valves, relays/switches, control panels, and operator interface equipment.
 - 2. Control System Software: Include technical data for operating system software,

- operator interface, color graphics, and other third-party applications.
3. Controlled Systems: Instrumentation list with element name, type of device, manufacturer, model number, and product data. Include written description of sequence of operation including schematic diagram.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
1. Bill of materials of equipment indicating quantity, manufacturer, and model number.
 2. Schematic flow diagrams showing equipment, fans, pumps, coils, dampers, valves, and control devices.
 3. Wiring Diagrams: Power, signal, and control wiring.
 4. Details of control panel faces, including controls, instruments, and labeling.
 5. Written description of sequence of operation.
 6. Schedule of dampers including size, leakage, and flow characteristics.
 7. Schedule of valves including flow characteristics.
 8. DDC System Hardware:
 - a). Wiring diagrams for control units with termination numbers.
 - b). Schematic diagrams and floor plans for field sensors and control hardware.
 - c). Schematic diagrams for control, communication, and power wiring, showing trunk data conductors and wiring between operator workstation and control unit locations.
 9. Control System Software: List of color graphics indicating monitored systems, data (connected and calculated) point addresses, output schedule, and operator notations.
 10. Controlled Systems:
 - a). Schematic diagrams of each controlled system with control points labeled and control elements graphically shown, with wiring.
 - b). Scaled drawings showing mounting, routing, and wiring of elements including bases and special construction.
 - c). Written description of sequence of operation including schematic diagram.
 - d). Points list.
- C. Data Communications Protocol Certificates: Certify that each proposed DDC system

component complies with LonWorks or Bacnet.

- D. Software and Firmware Operational Documentation: Include the following:
1. Software operating and upgrade manuals.
 2. Program Software Backup: On a magnetic media or compact disc, complete with data files.
 3. Device address list.
 4. Printout of software application and graphic screens.
 5. Software license required by and installed for DDC workstations and control systems.
- E. Software Upgrade Kit: For Owner to use in modifying software to suit future systems revisions or monitoring and control revisions.
- F. Qualification Data: For Installer and manufacturer.
- G. Field quality-control test reports.
- H. Operation and Maintenance Data: For HVAC instrumentation and control system to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 23 Section, *Common Work Results for HVAC* include the following:
1. Maintenance instructions and lists of spare parts for each type of control device.
 2. Interconnection wiring diagrams with identified and numbered system components and devices.
 3. Keyboard illustrations and step-by-step procedures indexed for each operator function.
 4. Inspection period, cleaning methods, cleaning materials recommended, and calibration tolerances.
 5. Calibration records and list of set points.
- I. Upon completion of the work, provide a complete set of "as-built" drawings and application software on CD, USB, or other type of electronic storage device. Drawings shall be provided in format as acceptable to the Owner's files. Submit as-built drawings and specification to Owner's representative for review and approval prior to final project closeout.

1.10. SOFTWARE LICENSE AGREEMENT

- A. The owner shall sign a copy of the manufacturer's standard software and firmware licensing agreement as a condition of this contract. Such license shall grant use of all programs and application software to owner as defined by the manufacturer's license agreement, but shall protect manufacturer's rights to disclosure of trade secrets contained within such software.
- B. Software license agreement shall not apply on projects where existing ATC system is being extended.

1.11. ELECTRICAL SURGE PROTECTION

- A. It is the responsibility of the ATC/FMS contractor to provide adequate surge protection for all wall mounted control panels required for this project.
 - 1. Devices under surge protection shall be of design that loss of memory will not occur in the event of the surge protection device being activated due to surge/spike conditions.
 - 2. Surge protection devices will be required to be hard wired, with the exception of peripheral devices that use standard 110VAC plugs for connections (i.e. Modems).
 - 3. Surge protection devices are to be rated for 120 VAC single phase, 20 (or greater) amps capacity.
 - 4. Surge Protection devices to internal fuse protection, audible surge alarm & LED indicators.
 - 5. Surge protectors to have clamping voltage of 480V peak, maximum surge current rating of 50,000 amps. Unit to have NEMA 12 enclosure with wall mounting bracket and conduit connection.

1.12. TRAINING

- A. Upon completion of the work, the Control Contractor shall have completely adjusted the entire control system. He shall arrange to instruct the Owner's representative on the operation of the control system for a period of not less than two (2) 4-hour days. All training shall be by the control contractor and shall utilize specified manuals and as-built documentation.
- B. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain control systems and components.
 - 1. Train Owner's maintenance personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, and maintaining equipment and schedules.
 - 2. Provide operator training on data display, alarm and status descriptors, requesting data, executing commands, calibrating and adjusting devices,

- resetting default values, and requesting logs. Include a minimum of 8 hours' dedicated instructor time on-site.
3. Review data in maintenance manuals. Refer to Division 01 Section, *Contract Closeout*.
4. Review data in maintenance manuals.
5. Schedule training with Owner, through Architect, with at least seven days' advance notice.

1.13. ALTERNATES

- A. Refer to Division 01 Section, *Alternates* for description of work under this section affected by alternates.

1.14. NEW CASTLE COUNTY VOCATIONAL-TECHNICAL SCHOOL DISTRICT SPECIFIC REQUIREMENTS

- A. The ATC Subcontractor shall include in his bid all costs associated with incorporating the following specific requirements:
 1. All holiday schedules shall incorporate a 12 month block. Coordinate exact holidays, schedules, calendars, occupied, unoccupied periods with Owner prior to writing software. All schedules shall be reviewed and approved by the Owner.
 2. Relays for ATC equipment shall not be located in ceilings. All relays shall be located in equipment control panels and/or mechanical rooms.
 3. Graphics on ATC computer shall in addition to basic requirements indicate the percentage open or closed on all dampers.
 4. The ATC Computer Graphics shall indicate for each item of equipment the "on" or "off" status and command shall be "run" or "stop".
 5. The ATC Computer Graphic shall indicate for each existing duct smoke detector the "on" or "off" status and command.
 6. All Temperature Sensors, equipment, humidity sensors, CO₂ sensors, current sensors, differential pressure sensors, etc indicated on ATC Control Diagrams and point list shall be displayed on the ATC Computer Graphic. Measured value or status shall be displayed.
 7. For any multi-stage HVAC units, the quantity of compressor stages and the quantity of heat stages shall be displayed on the Computer Graphics.
 8. The exact space temperature set points, humidity set points, changeover set points. etc., shall be coordinated with Owner prior to final data entry. All items indicated in sequences of Operation as "adjustable" shall be reviewed and approved by Owner prior to implementation of the same.

9. The outside air humidity and outside air temperature shall be monitored on ATC system and reported on ATC Computer Graphics.
10. Provide a graphic of all floor plans indicating location of all equipment interlocked with ATC System including all control panels.
11. Graphic shall also indicate area of building served by each item of equipment. Graphics shall indicate all global sensor readings.
12. All equipment shall be labeled with name of equipment, area served, and area location (room name/number).

1.15. GLOBAL SENSORS

A. General

1. Furnish and install global sensors and report the same on the automatic temperature control system.
2. Global sensors shall monitor and trend the following conditions:
 - a). Outside air temperature.
 - b). Outside air humidity.
 - c). Outside air carbon dioxide level.
 - d). All fan amperages where variable speed fans are indicated. Graphic shall also indicate area of building served by each item of equipment.
 - e). All equipment interlocked with ATC system shall be able to be turned on/off via ATC system as specified. Changing temperature set point alone is not acceptable method for turning equipment on/off.
 - f). Where damper position is indicated ATC graphic shall indicate percentage open or percentage closed.

PART 2. PRODUCTS

2.1. BUILDING MANAGEMENT SYSTEM

- A. The Building Management System (BMS) shall use an open architecture and fully support a multi-vendor environment. To accomplish this effectively, the BMS shall support open communication protocol standards and integrate a wide variety of third-party devices and applications. The system shall be designed for use on the Internet, or intranets using off the shelf, industry standard technology compatible with other owner provided networks.

- B. The Building Management System shall consist of the following:
 - 1. Standalone Network Automation Engine(s)
 - 2. Field Equipment Controller(s)
 - 3. Input/Output Module(s)
 - 4. Local Display Device(s)
 - 5. Portable Operator's Terminal(s)
 - 6. Distributed User Interface(s)
 - 7. Network processing, data storage and communications equipment
 - 8. Other components required for a complete and working BMS
- C. The system shall be modular in nature, and shall permit expansion of both capacity and functionality through the addition of sensors, actuators, controllers and operator devices, while re-using existing controls equipment.
- D. System architectural design shall eliminate dependence upon any single device for alarm reporting and control execution. The failure of any single component or network connection shall not interrupt the execution of control strategies at other operational devices.
- E. Acceptable Manufacturers
 - 1. Johnson Controls as installed by Modern Controls
- F. Automation Network
 - 1. The automation network shall be based on a PC industry standard of Ethernet TCP/IP. Where used, LAN controller cards shall be standard "off the shelf" products available through normal PC vendor channels.
 - 2. The automation network shall be capable of operating at a communication speed of 100 Mbps, with full peer-to-peer network communication.
 - 3. Network Automation Engines (NAE) shall reside on the automation network.
 - 4. The automation network will be compatible with other enterprise-wide networks. Where indicated, the automation network shall be connected to the enterprise network and share resources with it by way of standard networking devices and practices.

G. Control Network

1. Network Automation Engines shall provide supervisory control over the control network and shall support all three (3) of the following communication protocols:
 - a). BACnet Standard MS/TP Bus Protocol ASHRAE SSPC-135, Clause 9.
 - b). LonWorks enabled devices using the Free Topology Transceiver (FTT-10a).
 - c). The Johnson Controls N2 Field Bus or equivalent.
2. Control networks shall provide either "Peer-to-Peer," Master-Slave, or Supervised Token Passing communications, and shall operate at a minimum communication speed of 9600 baud.
3. DDC Controllers shall reside on the control network.
4. Control network communication protocol shall be BACnet Standard MS/TP Bus Protocol ASHRAE SSPC-135.
5. A BACnet Protocol Implementation Conformance Statement shall be provided for each controller device (master or slave) that will communicate on the BACnet MS/TP Bus.
6. The Conformance Statements shall be submitted 10 day prior to bidding.

H. Integration

1. Hardwired
 - a). Analog and digital signal values shall be passed from one system to another via hardwired connections.
 - b). There will be one separate physical point on each system for each point to be integrated between the systems.
2. BACnet Protocol Integration – BACnet
 - a). The neutral protocol used between systems will be BACnet over Ethernet and comply with the ASHRAE BACnet standard 135-2003.
 - b). A complete Protocol Implementation Conformance Statement (PICS) shall be provided for all BACnet system devices.
 - c). The ability to command, share point object data, change of state (COS) data and schedules between the host and BACnet systems shall be provided.

I. Dedicated Web Based User Interface

1. Where required by the Owner, the BMS Contractor shall provide and install a

personal computer for command entry, information management, network alarm management, and database management functions. All real-time control functions, including scheduling, history collection and alarming, shall be resident in the BMS Network Automation Engines to facilitate greater fault tolerance and reliability. Coordinate with Owner to determine computer type (i.e. PC (Windows based) or Macintosh (Apple)).

2. Dedicated User Interface Architecture – The architecture of the computer shall be implemented to conform to industry standards, so that it can accommodate applications provided by the BMS Contractor and by other third party applications suppliers, including but not limited to Microsoft Office Applications. Specifically it must be implemented to conform to the following interface standards.
 - a). Microsoft Internet Explorer for user interface functions
 - b). Microsoft Office Professional for creation, modification and maintenance of reports, sequences other necessary building management functions
 - c). Microsoft Outlook or other e-mail program for supplemental alarm functionality and communication of system events, and reports
 - d). Required network operating system for exchange of data and network functions such as printing of reports, trends and specific system summaries.

J. Distributed Web Based User Interface

1. All features and functions of the dedicated user interface previously defined in this document shall be available on any computer connected directly or via a wide area or virtual private network (WAN/VPN) to the automation network and conforming to the following specifications.
2. The software shall run on the Microsoft Internet Explorer (6.0 or higher) browser.
3. Minimum hardware requirements:
 - a). 256 MB RAM
 - b). 2.0 GHz Clock Speed Pentium 4 Microprocessor.
 - c). 40.0 GB Hard Drive.
 - d). 1 Keyboard with 83 keys (minimum).
 - e). SVGA 1024x768 resolution display with 64K colors and 16 bit color depth.
 - f). Mouse or other pointing device

K. User Interface Application Components

1. Operator Interface
 - a). An integrated browser based client application shall be used as the user

- operator interface program.
- b). All Inputs, Outputs, Setpoints, and all other parameters as defined within Part 3 or Part 4, shown on the design drawings, or required as part of the system software, shall be displayed for operator viewing and modification from the operator interface software.
- c). The user interface software shall provide help menus and instructions for each operation and/or application.
- d). All controller software operating parameters shall be displayed for the operator to view/modify from the user interface. These include: setpoints, alarm limits, time delays, PID tuning constants, run-times, point statistics, schedules, and so forth.
- e). The Operator Interface shall incorporate comprehensive support for functions including, but not necessarily limited to, the following:
 - i. User access for selective information retrieval and control command execution
 - ii. Monitoring and reporting
 - iii. Alarm, non-normal, and return to normal condition annunciation
 - iv. Selective operator override and other control actions
 - v. Information archiving, manipulation, formatting, display and reporting
 - vi. FMS internal performance supervision and diagnostics
 - vii. On-line access to user HELP menus
 - viii. On-line access to current FMS as-built records and documentation
 - ix. Means for the controlled re-programming, re-configuration of FMS operation and for the manipulation of FMS database information in compliance with the prevailing codes, approvals and regulations for individual FMS applications.
 - x. The operation of the control system shall be independent of the user interface, which shall be used for operator communications only. Systems that rely on an operator workstation to provide supervisory control over controller execution of the sequences of operations or system communications shall not be acceptable.

2. Navigation Trees

- a). The system will have the capability to display multiple navigation trees that will aid the operator in navigating throughout all systems and points connected. At minimum provide a tree that identifies all systems on the networks.
- b). Provide the ability for the operator to add custom trees. The operator will be able to define any logical grouping of systems or points and arrange them on the tree in any order. It shall be possible to nest groups within other groups. Provide at minimum 5 levels of nesting.
- c). The navigation trees shall be "dockable" to other displays in the user interface such as graphics. This means that the trees will appear as part of the display, but can be detached and then minimized to the Windows

task bar or closed altogether. A simple keystroke will reattach the navigation to the primary display of the user interface.

3. Alarms

- a). Alarms shall be routed directly from Network Automation Engines to PCs and servers. It shall be possible for specific alarms from specific points to be routed to specific PCs and servers. The alarm management portion of the user interface shall, at the minimum, provide the following functions:
 - i. Log date and time of alarm occurrence.
 - ii. Generate a "Pop-Up" window, with audible alarm, informing a user that an alarm has been received.
 - iii. Allow a user, with the appropriate security level, to acknowledge, temporarily silence, or discard an alarm.
 - iv. Provide an audit trail on hard drive for alarms by recording user acknowledgment, deletion, or disabling of an alarm. The audit trail shall include the name of the user, the alarm, the action taken on the alarm, and a time/date stamp.
 - v. Provide the ability to direct alarms to an e-mail address or alphanumeric pager. This must be provided in addition to the pop up window described above. Systems that use e-mail and pagers as the exclusive means of annunciating alarms are not acceptable.
 - vi. Any attribute of any object in the system may be designated to report an alarm.
- b). The FMS shall annunciate diagnostic alarms indicating system failures and non-normal operating conditions
- c). The FMS shall annunciate application alarms as required.

4. Reports and Summaries

- a). Reports and Summaries shall be generated and directed to the user interface displays, with subsequent assignment to printers, or disk. As a minimum, the system shall provide the following reports:
 - i. All points in the BMS
 - ii. All points in each BMS application
 - iii. All points in a specific controller
 - iv. All points in a user-defined group of points
 - v. All points currently in alarm
 - vi. All points locked out
 - vii. All BMS schedules
 - viii. All user defined and adjustable variables, schedules, interlocks and the like.

- b). Summaries and Reports shall be accessible via standard UI functions and not dependent upon custom programming or user defined HTML pages.
- c). Selection of a single menu item, tool bar item, or tool bar button shall print any displayed report or summary on the system printer for use as a building management and diagnostics tool.
- d). The system shall allow for the creation of custom reports and queries via a standard web services XML interface and commercial off-the-shelf software such as Microsoft Access, Microsoft Excel, or Crystal Reports.

5. Schedules

- a). A graphical display for time-of-day scheduling and override scheduling of building operations shall be provided. At a minimum, the following functions shall be provided:
 - i. Weekly schedules
 - ii. Exception Schedules
 - iii. Monthly calendars
- b). Weekly schedules shall be provided for each group of equipment with a specific time use schedule.
- c). It shall be possible to define one or more exception schedules for each schedule including references to calendars
- d). Monthly calendars shall be provided that allow for simplified scheduling of holidays and special days for a minimum of five years in advance. Holidays and special days shall be user-selected with the pointing device or keyboard, and shall automatically reschedule equipment operation as previously defined on the exception schedules.
- e). Changes to schedules made from the User Interface shall directly modify the Network Automation Engine schedule database.
- f). Schedules and Calendars shall comply with ASHRAE SP135/2003 BACnet Standard.
- g). Selection of a single menu item or tool bar button shall print any displayed schedule on the system printer for use as a building management and diagnostics tool.

6. Password

- a). Multiple-level password access protection shall be provided to allow the user/manager to user interface control, display, and database manipulation capabilities deemed appropriate for each user, based on an assigned password.
- b). Each user shall have the following: a user name (24 characters minimum), a password (12 characters minimum), and access levels.
- c). The system shall allow each user to change his or her password at will.
- d). When entering or editing passwords, the system shall not echo the actual characters for display on the monitor.
- e). A minimum of five levels of access shall be supported individually or in

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- any combination as follows:
 - i. Level 1 = View Data
 - ii. Level 2 = Command
 - iii. Level 3 = Operator Overrides
 - iv. Level 4 = Database Modification
 - v. Level 5 = Database Configuration
 - vi. Level 6 = All privileges, including Password Add/Modify
 - f). A minimum of 100 unique passwords shall be supported.
 - g). Operators shall be able to perform only those commands available for their respective passwords. Display of menu selections shall be limited to only those items defined for the access level of the password used to log-on.
 - h). The system shall automatically generate a report of log-on/log-off and system activity for each user. Any action that results in a change in the operation or configuration of the control system shall be recorded, including: modification of point values, schedules or history collection parameters, and all changes to the alarm management system, including the acknowledgment and deletion of alarms.
7. Screen Manager - The User Interface shall be provided with screen management capabilities that allow the user to activate, close, and simultaneously manipulate a minimum of 4 active display windows plus a network or user defined navigation tree.
8. Dynamic Color Graphics
- a). The graphics application program shall be supplied as an integral part of the User Interface. Browser or Workstation applications that rely only upon HTML pages shall not be acceptable.
 - b). The graphics applications shall include a create/edit function and a runtime function. The system architecture shall support an unlimited number of graphics documents (graphic definition files) to be generated and executed.
 - c). The graphics shall be able to display and provide animation based on real-time data that is acquired, derived, or entered.
 - d). Graphics runtime functions – A maximum of 16 graphic applications shall be able to execute at any one time on a user interface or workstation with 4 visible to the user. Each graphic application shall be capable of the following functions:
 - i. All graphics shall be fully scalable
 - ii. The graphics shall support a maintained aspect ratio.
 - iii. Multiple fonts shall be supported.
 - iv. Unique background shall be assignable on a per graphic basis.
 - v. The color of all animations and values on displays shall indicate if the status of the object attribute.
 - e). Operation from graphics – It shall be possible to change values

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- (setpoints) and states in system controlled equipment by using drop-down windows accessible via the pointing device
- f). Graphic editing tool – A graphic editing tool shall be provided that allows for the creation and editing of graphic files. The graphic editor shall be capable of performing/defining all animations, and defining all runtime binding.
 - i. The graphic editing tool shall in general provide for the creation and positioning of point objects by dragging from tool bars or drop-downs and positioning where required.
 - ii. In addition, the graphic editing tool shall be able to add additional content to any graphic by importing backgrounds in the SVG, BMP or JPG file formats.
 - g). Aliasing – Many graphic displays representing part of a building and various building components are exact duplicates, with the exception that the various variables are bound to different field values. Consequently, it shall be possible to bind the value of a graphic display to aliases, as opposed to the physical field tags.
9. Historical trending and data collection
- a). Each Automation Engine shall store trend and point history data for all analog and digital inputs and outputs, as follows:
 - i. Any point, physical or calculated, may be designated for trending. Three methods of collection shall be allowed:
 - Defined time interval
 - Upon a change of value.
 - ii. Each Automation Engine shall have the capability to store multiple samples for each physical point and software variable based upon available memory, including an individual sample time/date stamp. Points may be assigned to multiple history trends with different collection parameters.
 - b). Trend and change of value data shall be stored within the engine and uploaded to a dedicated trend database or exported in a selectable data format via a provided data export utility. Uploads to a dedicated database shall occur based upon one of the following: user-defined interval, manual command, or when the trend buffers are full. Exports shall be as requested by the user or on a time scheduled basis.
10. Trend data viewing and analysis
- a). Provide a trend viewing utility that shall have access to all database points.
 - b). It shall be possible to retrieve any historical database point for use in

- displays and reports by specifying the point name and associated trend name.
- c). The trend viewing utility shall have the capability to define trend study displays to include multiple trends
- d). Displays shall be able to be single or stacked graphs with on-line selectable display characteristics, such as ranging, color, and plot style.
- e). Display magnitude and units shall both be selectable by the operator at any time without reconfiguring the processing or collection of data. This is a zoom capability.
- f). Display magnitude shall automatically be scaled to show full graphic resolution of the data being displayed.
- g). Trend studies shall be capable of calculating and displaying calculated variables including highest value, lowest value and time based accumulation.

2.2. WIRING

- A. The multi-conductor cable for field wiring of electronic analog sensors shall be minimum No. 22 AWG, 300 volt, thermoplastic with stranded copper wire and 100 percent shield coverage. The number of conductors in each sensor cable shall be as determined by the Contractor. 2/c #22 shielded cables shall be Belden Cat. #8451 3/c #20 shielded cables shall be Belden Cat. #9770.
- B. Conductors for digital sensors or contact control shall be the same as for the analog sensors, except the grounded shield is not required.
- C. Individual conductors shall be color coded and in addition shall be numbered in the field to identify the particular terminal to which attached. Field numbering shall be performed with Brady markers wrapped around the wire near the terminal connection. All wires shall be terminated with pressure type connectors suitable for wire size, material and terminal connection.
- D. All exposed wiring or wiring concealed in partitions shall be installed in a designated conduit raceway. The conduit shall conform to Division 26 of the specification. Where wiring is installed in an air plenum the same shall be plenum rated cable.
- E. All junction boxes shall have covers painted *safety green*, and be rigid steel.
- F. All wiring between static pressure controllers and/or air flow monitoring stations and variable frequency drive fan controllers shall be shielded and grounded at the fan controller end. Directly route the variable frequency drive fan controller to the static pressure controller(s) and/or air flow monitoring stations.

2.3. CONTROLLERS

- A. Temperature, humidity, and CO2 sensor covers shall be stainless steel wire guard type with vandal proof screws. All room humidity, CO2, and temperature sensors shall be mounted 4'-0 inches above the finished floor. Provide insulating bases where

temperature sensors are located on exterior or unconditioned walls. Each temperature sensor shall have adjustable limit stops and adjustable sensitivity. User adjustment shall be 2 degrees F above and below set points or as determined by the Owner. Room temperature sensors shall include range of 55 degrees F to 85 degrees F set point adjustment. Temperature sensors shall include set-point adjusters, U.L. approved for mounting base in air plenums, and RJ-11 jack for communications. Room temperature sensors shall be fully adjustable and shall display set point and actual temperature.

- B. Space sensor wiring shall be installed concealed where possible. Should the Division 23 Contractor be unable to do so then surface metal raceway shall be utilized as specified in Division 26.
- C. Low Limit Thermostats: Thermostat sensitivity shall be adjustable. Freezestats shall stop supply and exhaust fans and close the outside air damper if mixed air temperature drops below 35 degrees F. Additional requirements are indicated in Sequence of Operation.

2.4. CONTROL PANELS

- A. Furnish and install local panels for ATC devices. Control panels shall be fully enclosed cabinets, all steel construction and shall meet the requirements of NEMA 1 enclosures. Cabinet shall have piano hinged door with a locking latch. All cabinet locks shall use common key. Provide means of storing control system instructions and drawings inside cabinet for future reference. Panel shall be wall mounted or free standing and located where directed by the Contract Drawings or Engineer.
 - 1. Each panel shall have all internal devices factory wired to a numbered terminal strip. Controllers and associated devices shall be mounted within the panel, accessible through a hinged door.
 - 2. All ATC panels shall be provided with integral disconnect, wiring, and control transformers.

2.5. MISCELLANEOUS ELECTRICAL DEVICES

- A. Electric Actuators. All automatically controlled devices, unless specified otherwise elsewhere, shall be provided with electric actuators which shall be sized to operate their appropriate loads with sufficient reserve power to provide smooth modulating action or two-position action and tight close off as specified.

2.6. UNINTERRUPTIBLE POWER SUPPLY

- A. Furnish, size and install uninterruptible power supplies at all ATC panels served by emergency power circuits.
- B. Provide all interlock and power wiring from U.P.S. to control panels as required.
- C. UPS's shall be sized for the ATC panel load and shall provide at least 2 minutes of full

load power in the event of a power outage.

2.7. CENTRAL CONTROL AND MONITORING SYSTEM (CCMS) (HARDWARE DESCRIPTION)

A. General

1. The Facilities Management Control System (FMCS) shall be comprised of a network of various independent, Air Handler Digital Controllers (AHDC's); together with Centralized Control Stations (CCS), and Centralized Host Stations (CHS) as specified, to provide centralized access and facility wide control functions. The SDC's, MSDC's, AHDC's, UDC's shall be interconnected in a communicating network to provide facility wide access and sharing of information. A Gateway Digital Controller (GDC's) shall be provided to allow interface with third party microprocessor based control systems that are specified for integration within specification. A Local Area Network (LAN) shall be provided to interconnect SDC's for high-speed data transmission.
2. Specification Nomenclature

FMCS	Facility Management Control System
AHDC	Air Handler Digital Controller
HHOT	Hand Held Operator Terminal
GP	Graphical Programmer
CHS	Central Host Station
CCS	Central Control Station
RPTR	Communications Repeater

B. Centralized Host Stations (CHS)

1. The FMCS shall include Centralized Host Stations. CHS's shall, in conjunction with the full compliment of Digital Controllers, provide the performance requirements within this specification. Each CHS shall include all hardware and software components to serve as a centralized facility operator station, providing color graphics, facility wide access, operator initiation of global control strategies, and centralized documentation.

The CHS shall be capable of simultaneously interfacing with the following:

- mouse pointing device
- two parallel printers
- high resolution VGA color graphics monitor
- seven auto answer/auto dial modems
- color inkjet printer
- two serial printers
- three FMCS LAN interface
- Alarm Graphic and Report FAX dial out service interface
- Mass storage tape system

As a minimum, the temperature control contractor shall provide the types and quantities of AHDC, as required.

2. Computer

- a). The existing FMS computer located in the School System Facility Office shall be utilized with the new CCMS System.
- b). Coordinate IP address with Owners' I.T. Department for network connection. The CCMS must be fully networkable.

C. Centralized Control Stations (CCS)

The FMCS shall include Centralized Control Stations, as required. CCS's shall, in conjunction with the network of SDC's and additional CCS components as required, provide the performance requirements within this section of the specification. Each CCS shall include all hardware and software components to serve as a centralized facility operator station, providing facility wide access, for review and modification of global control strategies, real time system monitoring, controller database editing or creation, and centralized documentation.

D. Local Area Networks

- 1. The LAN shall utilize packetized transmissions, CRC 16 error checking, and distributed error recovery. Single or multiple SDC failures shall not cause loss of communication between other LAN-connected SDC's.
- 2. LAN connected SDC's shall be provided with a communications watchdog to assure that an individual SDC cannot permanently occupy the LAN. If an SDC is determined to be monopolizing communications, it shall be automatically shut down and an exception reported to annunciate this fact.
- 3. The LAN shall employ a token passing, peer-to-peer convention, same as or similar to the industry standard format IEEE 802.4. The content of messages shall be the manufacturer's standard. The Local Area Network components shall be manufacturer's standard or available from third party vendors which utilize the same chip implementation as used by the manufacturer.
- 4. Industry standard ANSI, RS-485 Network Communication System, Lon, or Bacnet, or Equivalent shall be utilized.
 - a). Trunk Wiring Practices - General
The distributed communication network system shall consist of a multi-drop RS-485 bus architecture connecting SDC's, MSDC's, AHDC's, GDC's, UDC's. The trunk shall consist of:
 - i. A twisted pair of wires (24 awg) completely encased in

continuous metallic conduit.

- ii. A twisted shielded pair of wires (24awg) with the shield grounded in accordance with the manufacturer's wiring practices.
- iii. Or a dual channel, 62.5 micron fiber cabling system with ST type connectors.

There shall be no power wiring, in excess of 30 VAC rms voltage, run in conduit with communications trunk wiring. In cases where power or signal wiring is run in conduit with trunk wiring, all communications trunk wiring and power wiring shall be run using separate twisted shielded pairs (24awg) with the shields grounded in accordance with the manufacturer's wiring practices.

b). Communication Transient Protection

- i. The manufacturer's catalog data sheet shall provide evidence that all FMCS products offered by the manufacturer are tested and comply with the standard for Transient Surge withstand capabilities for electrical devices ANSI C62.41, IEEE-587-1980, Categories A and B. Such testing shall have included power and communication trunk wiring. Compliance with IEEE-587 shall imply conformance with IEEE-472 transient standards based on the stated position of ANSI and IEEE regarding applicability of the rated standards.
- ii. In addition, at each building entry and exit point, the wire communications trunk wiring shall be protected with a transient surge protection device providing the minimal protection specifications of the General semiconductor, Model #422E device. Transient surge protection is not necessary if the communication trunk, external to the building, is fiber optic in nature.
- iii. The communications circuitry and input/output circuitry, of the AHDC's shall provide protection against a 1000 volt, 3 amp transient signal, directly applied to the communication or input/output terminations. The manufacturer's catalog data sheet shall provide evidence of conformance with this requirement. Systems not complying with this requirement shall provide equivalent protection external to the FMCS controller. Protection shall be provided for the individual communications and input/output terminations for each FMCS controller. Submittal documentation shall clearly define how this requirement will be met and how the external protection will not affect the performance of the controllers.

c). RS-485 Trunk Distance and Topology

The manufacturer's RS-485 trunk shall provide operation over end to end linear distances of 4000 feet for wire connections and 6,500 feet for fiber optic connections, without repeaters, at communication data rates of up to 64 kbps. The trunk may be extended up to 20,000 feet through the use of wire repeaters or 80,000 feet through the use of fiber optic repeaters.

At data rates of up to 19.2 kbps, the trunk distance shall be extendible to distances of up to 20,000 feet using RS-485 communication wire or fiber optic repeaters. A repeater shall be used each 4,000 feet of linear distance for wire or every 6,500 feet for fiber optics. Repeating devices shall contain separate LED indication for each communication interface trunk to indicate proper operation of the repeater as well as the communications trunks.

Contractors shall provide devices which are of FMCS control system manufacturer's design.

It shall be possible for the trunk to be "T" eed or "starred", at any location using a repeater, to facilitate the installation. Systems which do not provide this capability shall provide a trunk riser diagram showing end to end distances and locations of system topology necessary to meet the trunk diagram shown on the plans.

d). Fiber Optic Communication Trunk

The temperature control contractor shall provide a dual channel fiber optic data link, as required, to minimize the effects of transient surges caused by lightning or external EMI generating equipment. The data link shall be comprised of a single duplex cable containing two fibers (transmit and receive), of 62.5 micron construction, to accommodate data rates of up to 64 kbps.

The fiber optic trunk shall be connected to SDC devices using manufacturer's standard RS-485 to fiber optic data link modem. Repeating devices shall contain separate LED indication for each communication interface and the fiber modem, to indicate proper operation of all aspects of the device. Fiber modem devices shall be tested and conform with transient surge withstand tests for electrical devices, ANSI C62.41 IEEE-587 Categories A and B. Manufacturer's data sheet shall provide evidence of compliance with this requirement. Manufacturer's products which do not meet this minimum performance requirement shall not be acceptable.

Systems which require a special gateway controller to accommodate the fiber optic trunks, shall provide such a controller per point where the fiber optic cable enters and leaves the building. Gateway controllers shall not inhibit transfer of point data values between SDC controllers

throughout the LAN. Such inhibitive systems shall not be acceptable.

In lieu of the above two options, the contractor may provide a fiber optic link to each SDC controller within the LAN. All controllers shall have access to the fiber optic link for LAN.

Fiber optic cable shall be fully tested and terminated by the temperature control contractor.

E. Single Zone VAV Unit Digital Controller (AHDC)

1. General

- a). Controls shall be microprocessor based, Air Handler Digital Controllers (AHDC's). AHDC's shall be provided for single zone VAV unit, and other applications as required. AHDC's shall be based on a minimum 16 bit microprocessor working from software program memory which is physically located in the AHDC. The application control program shall be resident within the same enclosure as the input/output circuitry which translates the sensor signals. All input/output signal conversion shall be performed through a minimum of a 10 bit A to D converter. All input points shall be universal in nature allowing their individual function definition to be assigned through the application software. All unused input points must be available as universally definable at the discretion of the owner. If the input points are not fully universal in nature, unused points must be equal in quantity between Analog Inputs and Digital Inputs.

Contractor shall provide a minimum of one AHDC controller per air handling system as shown on the drawings.

The BAS contractor shall provide and field install all AHDC's specified under this section. Mechanical equipment manufacturers desiring to provide AHDC type controls as factory mounted equipment, shall provide a separate bid for their products less all controls, actuators, valve assemblies and sensors, which are specified to be provided by the BAS/Temperature control contractor.

- b). All input/output signals shall be directly hardwired to the AHDC. Troubleshooting of input/output signals shall be easily executed with a volt-ohm meter (VOM). As a result of this intent, it is specified that power line carrier systems, or other systems which command multiple outputs over a single pair of wires, shall not be utilized.
- c). AHDC's shall be in continuous direct communication with the network which forms the facility wide Building Automation System. The AHDC's shall communicate with the SDC at a baud rate of not less than 19,200 baud.

2. Non-Volatile Memory

- a). All control sequences programmed into the AHDC shall be stored in non-volatile memory, which is not dependent upon the presence of a battery, to be retained. Power failures shall not cause the AHDC memory to be lost, nor shall there be any need for batteries to be recharged or replaced to maintain the integrity of the controller database. The AHDC shall allow for the creation of unique application control sequences. Systems that only allow selection of sequences from a library or table, are not acceptable.
- b). All control sequences shall be fully programmable at the AHDC, allowing for the creation and editing of an application control sequence, while at the unit.
- c). The AHDC shall be provided with an interface port for the HHOT. The interface port shall allow the HHOT to have full functionality as described. From the interface port, the HHOT shall be able to directly access any AHDC in the network.
- d). The AHDC shall provide an input/output point trending utility that is capable of accumulating 48 analog point samples and 10 digital point samples, per Input/Output point. Each sample shall be taken on a user defined interval, ranging from 1 second to 255 hours per sample. The digital readings shall be on a change of state occurrence for the digital points. All samples shall be recorded with the engineering units for the value, along with a time and date identifier for each sample taken. The samples shall be protected against loss due to power interruptions through a battery or capacitor backup method for a minimum of 30 days.

Systems unable to provide the above capability shall provide for the individual Input/Output point trending at the SDC. Specifics as to how each AHDC point will be trended, at the SDC, shall be provided in the submittal documents. Included in the explanation shall be the sample intervals, the memory allocation in the SDC and the number of AHDC's per SDC that can be expected.

- e). The AHDC shall provide LED indication of transmit/receive communications performance, as well as for the proper/improper operation of the controller itself.
- f). The AHDC shall be provided with a battery backed time clock that is capable of maintaining the time of day and calendar for up to thirty days, upon loss of power to the AHDC, without loss of setting. The battery for the time clock shall be replaceable by the customer. The AHDC shall be provided with integral time schedules; as a minimum, two seven day schedules with eight on/off periods per day shall be provided. Holiday

override of weekly schedules shall be provided for pre-scheduling of holidays, for the year in advance.

3. Controller Location

- a). To simplify controls and mechanical service troubleshooting, the AHDC shall be mounted directly in or on the controls compartment of the air handling system. The AHDC shall be provided in a NEMA 1 enclosure to accommodate direct mounting on the equipment to be controlled. The AHDC shall be constructed in a modular orientation such that service of the failed components can be done quickly and easily. The modular construction should limit the quantities of printed circuit boards to a maximum of two. All logic, control system, power supply and input/output circuitry shall be contained on a single plug-in circuit board. When required to replace a printed circuit board, it shall not be necessary to disconnect any field wiring. This shall allow all controls maintenance and troubleshooting to be made while at the air handling unit. The AHDC shall be directly wired to sensory devices, staging relays or modulating valves for heating and cooling.
- b). For compatibility to the environment of the air handling unit, AHDC's shall have wide ambient ratings. AHDC's shall be rated for service from -40 Deg F (Degrees Fahrenheit) to 140 Deg F.
- c). Contractor shall submit description of location of AHDC's on all mechanical and air handling equipment.

2.8. SYSTEM SOFTWARE DESCRIPTION

A. General

1. Contractor shall provide all software for a complete and operational system as described herein. Software shall include manufacturer's standard multi-tasking, multi-user operating system for operator consoles and controllers, network communication software for dial-up and hard trunk applications, operator man-machine interface software, control application software and all other software necessary to provide the functions specified herein.
2. System software shall be as manufactured by Johnson Controls.

2.9. EXCEPTION REPORTING SEQUENCES

A. Alarm/COS Reports

1. For those digital points indicated on the drawings, the Contractor shall provide a unique change-of-state alarm message of up to 70 characters. The message shall report to all devices assigned to the alarm class.

2. For those points indicated on the drawings which are designated as interrupt priority, the Contractor shall provide an interrupting process display at the CHS location which displays the current conditions for the operator.

In addition, the CHS computer shall automatically send a picture of the process graphic display to the remote locations specified on the drawings as receiving facsimile copies of interrupting alarms.

3. For those points designated in paragraph 3 above, the FMCS shall also send a history log to the system report printer of the immediate prior history of the points causing the interrupt priority. This log shall contain 1 minutes samples of the previous 15 minutes of operation.
4. For those points on the drawings designed as Hard Facts points, the Contractor shall provide an alarm message to a remote facsimile location designated by the Owner. The FMCS system shall provide at the remote location, a facsimile printout showing location, time/date of alarm and alarm message of the point. For interrupt priority fax alarms, the remote facsimile machine shall receive a hard copy of the interrupt process screen showing on-line dynamic data values of the current conditions.

B. Off Hours Exception Reporting

The Owner shall specify up to five sites to which off hours exceptions shall be auto-dialed and reported. This shall allow the owner to assign off hours exception responses to various facility personnel as necessary. Selection of the site to be dialed can be programmed by the Owner, and set to change automatically per time of day and day of week.

2.10. MONITORING SYSTEM, SENSORS AND WIRING

A. Sensors and other Devices for Input/Output Summary Schedule:

1. Provide all necessary sensors, relays, panels, conduits and wire for the points indicated in the input/output summary as shown on the contract drawings.
2. Analog sensing elements for remote indication shall be independent of local sensors used for local control loops.
3. Temperature sensors shall be Resistance Temperature Detector (RTD) type of 1000 ohm balco. Space (60-90 degrees F); Duct/Well (-30-250 degrees F); Averaging Duct (-30-225 degrees F) or as required under Division 26.
 - a). Space temperature sensors shall be provided with blank commercial type locking satin chrome covers.
 - b). Duct temperature sensors shall be rigid stem or averaging type as specified in the sequence of operation. Water sensors shall be provided with a separable copper, monel or stainless steel well. Outside air wall

mounted sensors shall be provided with a sun shield.

4. Relative humidity sensors shall be capacitance type with 10 percent to 90 percent range. Duct mounted humidity sensors shall be provided with a sampling chamber. Wall mounted sensors shall be provided with covers identical to temperature sensors. Space 10 percent -90 percent RH; Duct 10 percent - 90 percent RH.
5. All wall mounted temperature sensors, humidity sensors, and CO₂ sensors shall be installed with stainless steel wire guard. Set point adjustment shall be achievable without removing the wire guard.
 - a). Fan proof-of-flow switches shall be U.L. listed adjustable set point and differential pressure type. Switches shall be piped to fan discharge except where fans operate at less than one inch WG, they shall be piped across the fan. For fractional horsepower and non-ducted fans, relays or auxiliary contacts may be used. Maximum pressure rating shall be at least 10 inches WG. with .05-12 inch W.C. range.
 - b). Air flow and static pressure analog sensors shall be high accuracy suitable for the low velocity pressures to be encountered, be selected for approximately 50 percent overrange, and have a 4 to 20 ma output. These differential pressure sensors shall be connected to the air flow measuring station with valved lines for testing and calibration, and shall have adjustments for zero and span. 5 inch W.C. range.
6. Overall system accuracy, including electronic analog sensing elements, shall be as follows:
 - a). Air: Plus or minus 1.0 degrees F temperature, plus or minus 2.5 percent r.h., plus or minus 2.0 percent static pressure.
 - b). Proof of fan operating status, or alarm conditions shall be through positive feedback from differential pressure switches across fan. Auxiliary dry contacts may be used for proof of fans if the motors are fractional H.P., and other non-ducted fans.
7. Digital inputs from devices with isolated, dry type contacts (no grounds, no voltage) of either normally open (N.O.) or normally closed (N.C.) configuration shall be provided. Live contact inputs, those that have voltage present, shall be provided with isolating devices to meet dry contact requirements.
8. Start-stop relay module shall contain relays for start-stop function at the remote point, with relays mounted and factory wired to numbered terminal strips.
9. Outage Devices:
 - a). Control Relays: Control relay contacts shall be rated for the application,

with a minimum of two sets of Form C contacts, enclosed in a dustproof enclosure. Relays shall have silver-cadmium contacts with a minimum life span rating of one million operations. Operating time shall be 20 milliseconds or less, with release time of 10 milliseconds or less. Relays shall be equipped with coil transient suppression limiting transients to nondamaging levels.

- b). Time Delay Relays: Time delay relay contacts shall be rated for the application with a minimum of two sets of Form C contacts enclosed in a dustproof enclosure. Relays shall have silver-cadmium contacts with a minimum life span rating of one million operations. Relays shall be equipped with coil transient suppression devices to limit transients to nondamaging levels. Delays contact opening or closing shall be adjustable from one to 60 seconds with a minimum accuracy of plus or minus 2 percent of setting.
- c). Latching Relays: Latching relay contacts shall be rated for the application with a minimum of two sets of Form C contacts enclosed in a dustproof enclosure. Relays shall have silver-cadmium contacts with a minimum life span rating of one million operations. Operating time shall be 20 milliseconds or less, with release time of 10 milliseconds or less. Relays shall be equipped with coil transient suppression devices to limit transients to nondamaging levels.
- d). Reed Relays: Reed relays shall be encapsulated in a glass-type container housed in a plastic or epoxy case. Contacts shall be rated for the application. Operating and release times shall be one millisecond or less. Reed relays shall have a minimum life span rating of 10 million operations.
- e). Contactors: Contactors shall be of the single-coil, electrically operated, mechanically held type. Positive locking shall be obtained without the use of hooks, latches, or semi-permanent magnets. Contacts shall be double-break silver-to-silver type protected by arcing contacts. Number of contacts and ratings shall be selected for the application. Operating and release times shall be 100 milliseconds or less. Contactors shall be equipped with coil transient suppression devices to limit transients to nondamaging levels.
- f). Solid-State Relays: Input-output isolation shall be greater than 1000 megohms with a breakdown voltage of 1500 V rms or greater at 60 Hz. The contact life shall be 10 million operations or greater. The ambient temperature range shall be minus 20 degrees to plus 140 degrees F. Input impedance shall not be less than 500 ohms. Relays shall be rated for the application. Operating and release times shall be one millisecond or less. Transient suppression shall be provided as an integral part of the relay to limit transients to nondamaging levels.

10. Audible Alarm:

- a). All alarms shall annunciate on the ATC system front end computer and via pagers.

2.11. FIELD INSTALLED CONDENSATE OVERFLOW SWITCHES

- A. Condensate overflow switches must be tested to comply with U.L. 508.
- B. Interlock condensate overflow switches to shut-down cooling equipment and alarm on ATC system where overflow condition exists.

2.12. CO₂ SENSORS/TRANSMITTER

- A. Furnish and install wall mount CO₂ sensor/transmitters at locations indicated on floor plans. CO₂ sensor/transmitter shall be model CD-W00 as manufactured by Johnson Controls or approved equal.
- B. Measuring Range: 0 to 2,000 ppm CO₂.
- C. Response Time: 1 minute
- D. Output Signal: As required by ATC system
- E. Max power consumption: Less than 2 watts.
- F. Listing: U.L. Listed
- G. Accessories: Mounting Kit, Transformer required.
- H. Where installed in gyms install heavy duty stainless steel guards.

PART 3. EXECUTION

3.1. GENERAL

- A. The Automatic Temperature Control System and Central Control and Management System, shall be designed, installed, and commissioned in a turnkey fully implemented and operational manner.

3.2. BMS SPECIFIC REQUIREMENTS

- A. Graphic Displays
 - 1. Provide a color graphic system flow diagram display for each new and existing system with all points as indicated on the point list. All terminal unit graphic displays shall be from a standard design library.

2. User shall access the various system schematics via a graphical penetration scheme and/or menu selection.

B. Custom Reports:

1. Provide custom reports as required for this project:

3.3. INSTALLATION & SUPERVISION

- A. All wiring shall be properly supported and run in a neat and workmanlike manner. All wiring exposed and in equipment rooms shall run parallel to or at right angles to the building structure. All piping and wiring within enclosures shall be neatly bundled and anchored to prevent restriction to devices and terminals.
- B. The control contractor shall be responsible for all electrical installation required for a fully functional control and automation system and not shown on the electrical plans or required by the electrical specifications. All wiring shall be in accordance to all local and national codes.
 1. All line voltage wiring, all wiring exposed, and all wiring in equipment rooms shall be installed in conduit in accordance to the electrical specifications.
 2. All electric and electronic wiring shall be minimum #20 AWG minimum THHN and shielded if required.
 3. All wiring in the central control room shall be concealed in an approved manner.
- C. Verify locations of temperature sensors, humidity sensors, CO₂ sensors, and other exposed control sensors with plans and Owner prior to installation.
- D. The installation and supervision of this project shall be carried out by factory trained personnel who are employed by the Contractor and licensed for this type of work.
- E. Install control units and other hardware in position on permanent walls where not subject to excessive vibration.
- F. Install software in control units and in operator work station. Implement all features of programs to specified requirements and appropriate to sequence of operation.
- G. Install in accordance with manufacturer's instructions.
- H. Check and verify location of space temperature sensors, humidity sensors, CO₂ sensors, and other exposed control sensors with plans and room details before installation. Align with lighting switches and humidistats.
- I. Mount freeze protection thermostats using flanges and element holders.

- J. Mount outdoor reset thermostats and outdoor sensors indoors, with sensing elements outdoors with sun shield.
- K. Provide separable flanges for air bulb elements.
- L. Mount control panels adjacent to associated equipment on vibration free walls or free standing angle iron supports. One cabinet may accommodate more than one system in same equipment room. Provide engraved plastic nameplates for instruments and controls inside cabinet and engraved plastic nameplates on cabinet face.
- M. Install equipment plumb and level.
- N. Install all equipment to be accessible for service and maintenance.

3.4. ACCEPTANCE TESTING

A. Point Verification

To verify end-to-end operation of the system the Contractor shall provide a hard copy of an All Points Summary Listing to the Owner of each part or system to be placed in warranty by the Owner. For CHS systems, the Contractor shall additionally provide a print screen of the process display showing real time dynamic point information for all points on the subsystem(s) to be accepted.

B. Sequence Verification

1. The Contractor shall notify the Owner's representative of systems which perform all specified sequences.
2. The warranty acceptance test shall be of 5 days duration and the system shall perform as follows:
 - a). During the five days, the FMCS system shall not report any system diagnostics from the subsystem under test.
 - b). The subsystem shall be performance verified as operational using temporary trends of each control loop located in the SDC or MSDC.

During the occupied periods, BAS control loops, under test, shall maintain control of the process variable within the following scales:

Duct Static Pressure	+/-0.3 inch WC
Duct Temperature Loops	+/-2 degrees F
Room Temperature Loops	+/-1degrees F
Pipe Temperature Loops	+/-2 degrees F
Space Humidity	+/-2x rated error of Humidity Transmitter

The contractor shall provide a hard copy printout of the process variable, process variable set point and control loop output percent for the period of 2 hours prior to occupancy to 2 hours after occupancy with samples taken every 15 minutes.

3.5. COORDINATE WITH TAB AGENCY

- A. Verify that all control components are installed in accordance with project requirements and are functional, including all electrical interlocks, damper sequences, air and water reset, freeze stats and duct smoke detectors.
- B. Verify that all controlling instruments are calibrated and set for design operating conditions prior to commencement of TAB work.
- C. Calibrate sensors after installation, and before the sensor control verification tests are performed. Prove the accuracy of final settings by taking temperature readings. The readings shall be in a typical conditional space for each separately controlled zone.
- D. Allow sufficient time in the project to provide assistance and instruction to the balancing agency in the proper use and setting of control components such as, but not limited to, computers, static pressure controllers, or any other device that may need set points changed so that the testing and balancing work can be performed.
- E. All control sequences, software, equipment, and components shall be started-up by a qualified technician. Start-up report shall be submitted to Engineer prior to the commencement of testing and balancing work. Testing and balancing shall not commence until start-up reports are completed, reviewed by Engineer and forwarded to Testing and Balancing Agency.

3.6. EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that systems are ready to receive work.
- C. Beginning of installation means installer accepts existing conditions.
- D. Sequence work to ensure installation of components is complementary to installation of similar components in other systems.
- E. Coordinate installation of system components with installation of mechanical systems equipment such as air handling units and air terminal units.
- F. Coordinate installation of system components with installation of mechanical system equipment such as air handling units and air terminal units.
- G. Verify that conditioned power supply is available to the control units and to the operator work station. Verify that field end devices, wiring, and tubing is installed prior to

installation proceeding.

3.7. INTERLOCK REQUIREMENTS

- A. The fan and equipment interlock requirements are as scheduled on the contract drawings.
- B. Furnish and install all necessary relays, transformer, contactors, wiring, conduit, and accessories to perform fan, equipment, and damper interlocks.
- C. Unless otherwise noted, fan interlocks shall be arranged such that dampers associated with fan shall be open when fan starts and close when fan stops.

3.8. SUBMITTALS AT PROJECT CLOSEOUT

- A. Project Record Documents: Record actual locations of components and set points of controls, including changes to sequences made after submission of shop drawings.

3.9. CONNECTIONS

- A. Piping installation requirements are specified in other Division 23 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
 - 1. Install piping adjacent to machine to allow service and maintenance.
- B. Ground equipment.
 - 1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- C. Connect hand-off-auto selection switches to override automatic interlock controls when switch is in hand position.

3.10. FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.
- B. Perform the following field tests and inspections and prepare test reports:
 - 1. Operational Test: After electrical circuitry has been energized, start units to confirm proper unit operation. Remove and replace malfunctioning units and retest.
 - 2. Test and adjust controls and safeties.
 - 3. Test calibration of electronic controllers by disconnecting input sensors and

stimulating operation with compatible signal generator.

4. Test each point through its full operating range to verify that safety and operating control set points are as required.
5. Test each control loop to verify stable mode of operation and compliance with sequence of operation. Adjust PID actions.
6. Test each system for compliance with sequence of operation.
7. Test software and hardware interlocks.

C. DDC Verification:

1. Verify that instruments are installed before calibration, testing, and loop or leak checks.
2. Check instruments for proper location and accessibility.
3. Check instrument installation for direction of flow, elevation, orientation, insertion depth, and other applicable considerations.
4. Check flow instruments. Inspect tag number and line and bore size, and verify that inlet side is identified and that meters are installed correctly.
5. Check temperature instruments and material and length of sensing elements.
6. Check DDC system as follows:
 - a). Verify that DDC controller power supply is from emergency power supply, if applicable.
 - b). Verify that wires at control panels are tagged with their service designation and approved tagging system.
 - c). Verify that spare I/O capacity has been provided.
 - d). Verify that DDC controllers are protected from power supply surges.

D. Replace damaged or malfunctioning controls and equipment and repeat testing procedures.

E. All temperature control and interlock wiring shall be installed in conduit unless otherwise noted on the plans. Power or interlock wiring shall be run in separate conduit from sensor and communications wiring.

3.11. ADJUSTING

A. Calibrating and Adjusting:

1. Calibrate instruments.

2. Make three-point calibration test for both linearity and accuracy for each analog instrument.
 3. Calibrate equipment and procedures using manufacturer's written recommendations and instruction manuals. Use test equipment with accuracy at least double that of instrument being calibrated.
 4. Control System Inputs and Outputs:
 - a). Check analog inputs at 0, 50, and 100 percent of span.
 - b). Check analog outputs using milliamper meter at 0, 50, and 100 percent output.
 - c). Check digital inputs using jumper wire.
 - d). Check digital outputs using ohmmeter to test for contact making or breaking.
 - e). Check resistance temperature inputs at 0, 50, and 100 percent of span using a precision-resistant source.
 5. Pressure:
 - a). Calibrate pressure transmitters at 0, 50, and 100 percent of span.
 - b). Calibrate pressure switches to make or break contacts, with adjustable differential set at minimum.
 6. Temperature:
 - a). Calibrate resistance temperature transmitters at 0, 50, and 100 percent of span using a precision-resistance source.
 - b). Calibrate temperature switches to make or break contacts.
 7. Stroke and adjust dampers.
 8. Provide diagnostic and test instruments for calibration and adjustment of system.
 9. Provide written description of procedures and equipment for calibrating each type of instrument. Submit procedures review and approval before initiating startup procedures.
- B. Adjust initial temperature and humidity set points.
- C. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to three visits to Project during other than normal occupancy hours for this purpose.

3.12. ON-SITE ASSISTANCE

- A. Occupancy Adjustments: Within one year of date of Substantial Completion, provide up to three Project site visits, when requested by Owner, to adjust and calibrate components and to assist Owner's personnel in making program changes and in adjusting sensors and controls to suit actual conditions.

3.13. SCHEDULING

- A. Submit spreadsheet to Owner indicating occupied/unoccupied times for each item controlled by ATC system. Incorporate all scheduling requirements into sequence of operation.

3.14. STAGING

- A. Coordinate staging requirements with equipment being controlled. Where multistage units are scheduled or specified, provide all devices, controllers, wiring to control and sequence all stages.

3.15. SEQUENCES OF OPERATION

- A. Refer to Contract Drawings for sequences of operation, control diagrams, and points list.

END OF SECTION

DIVISION 23 SECTION 233000
HVAC AIR DISTRIBUTION

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SECTION 233000 - HVAC AIR DISTRIBUTION

PART 1 GENERAL

1.1 SUMMARY

- A. For General Mechanical Requirements, see Division 23 Section, "Common Work Results for HVAC" and Division 01, "General Requirements".
- B. The fabrication and installation of all ductwork, together with related equipment, shall comply with the standards of the National Fire Protection Association, as set forth in NFPA Standard No. 90A, as well as with the requirements of the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and the latest edition of the ASHRAE Guide.
- C. All duct sizes shown are net inside clear dimensions. Where internal duct lining is used, increase duct sizes accordingly to provide the indicated net free area. Unless otherwise indicated size runouts, drops, and connections to fans, coils, louvers, filters, and other equipment to the full size of the equipment connection.
- D. Minor changes may be made in duct sizes where required to fit the available space, provided the indicated net free area and approximate aspect ratio are maintained.
- E. Smoothly transition all ductwork to prevent excessive or unnecessary turbulence or pressure loss.
- F. All exposed ductwork in finished areas shall be painted in color as indicated by Engineer. All ductwork requiring paint shall be constructed of paint grade galvanized sheet steel with a paintable finish.

1.2 REFERENCES

- A. ASTM A 36 - Structural Steel.
- B. ASTM A 90 - Weight of coating on Zinc-Coated (Galvanized) Iron or Steel Articles.
- C. ASTM C 916 Type II – Standard Specification for Adhesives for Duct Thermal Insulation.
- D. ASTM A 366 - Steel, Sheet, Carbon, Cold Rolled, Commercial Quality.
- E. ASTM A 480 - General Requirements for Flat-Rolled Stainless and Heat-Resisting Steel Plate, Sheet, and Strip.
- F. ASTM A 525 - General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.

- G. ASTM A 527 - Steel Sheet, Zinc-Coated (Galvanized) by Hot-Dip Process, Lock Forming Quality.
- H. ASTM A 568 - Steel, Sheet, Carbon, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled.
- I. NFPA 90A - Installation of Air Conditioning and Ventilating Systems.
- J. NFPA 70 - National Electrical Code.
- K. SMACNA - HVAC Duct Construction Standards - Metal and Flexible.

1.3 PERFORMANCE REQUIREMENTS

- A. No variation of duct configuration or sizes permitted except by written permission. Size round ducts installed in place of rectangular ducts in accordance with ASHRAE Table of Equivalent Rectangular and Round Ducts.

1.4 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the projects specified in this section with minimum five (5) years documented experience.
- B. Installer: Company specializing in performing the work of this section with minimum five (5) years' experience.

1.5 REGULATORY REQUIREMENTS

- A. Construct ductwork to NFPA- 90A.

1.6 ENVIRONMENTAL REQUIREMENTS

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

1.7 ALTERNATES

- A. Refer to Division 01 Section, "Alternates" for description of work under this section affected by alternates.

PART 2 PRODUCTS

2.1 DUCTWORK

- A. Unless otherwise indicated or specified, fabricate ductwork of galvanized sheet steel, stainless steel, or aluminum conforming to Commercial Designation 3003 Temper H14 and Duct Sheet. Duct gages, jointing and reinforcement shall conform to Tables 4, 5, 6

and 7, as applicable, Chapter I of the latest *ASHRAE Guide and Data Book*. Construction details shall conform to Section I and Section II, as applicable, of *Duct Manual and Sheet Metal Construction for Ventilation and Air Conditioning Systems* as published by Sheet Metal and Air Conditioning Contractors' Association, Inc.

- B. Erect sheet metal ductwork in a first-class, workmanlike manner secured in place rigidly and permanently. Provide suitable hangers, securely attached to building construction with bolts, clips or inserts. Hangers shall be structural shapes, flat bars, or formed strap hangers; use of wire will not be permitted. Hangers shall not pass through or be inside duct. Support vertical ducts passing through floors by angles riveted to duct and resting either on floor or on brackets secured to building construction. All space around ducts where they pass through any walls, floors, ceilings, or roofs shall be sealed tight with incombustible inert material. Do not arrange ducts so as to impair the effectiveness of fireproofing around structural members. Provide sheet metal flanged collars around exposed ducts passing through walls, floors, or ceilings to provide finished appearance. Seal all duct joints and seams including supply, return, outside air, combustion air, relief air, ventilation air and exhaust ductwork with *Hardcast* Sealing System as manufactured by Hardcast, Inc., Foster, Childers, or approved equal.
- C. Flexible connections of neoprene or other NFPA approved non-inflammable fabric shall be provided in the duct system at all fan inlet and outlet connections.
- D. Provide cut turning vanes in all duct turns where centerline radius is located. Turning vanes shall be air-foil type with extended trailing edges. Fabricate to comply with SMACNA Sheet Metal Construction for Ventilation and Air Conditioning Systems Manual.
- E. Provide duct collars and angle iron framework for mounting of automatic dampers.
- F. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated. Provide duct material, gauges, reinforcing, and sealing for operating pressures indicated.
- G. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows are used, provide air foil turning vanes. Where acoustical lining is indicated, provide turning vanes of perforated metal with glass fiber insulation.
- H. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
- I. Fabricate continuously welded round and oval duct fittings two gauges heavier than duct gauges indicated in SMACNA Standard. Joints shall be minimum 4-inch (100 mm) cemented slip joint, brazed or electric welded. Prime coat welded joints.
- J. Provide standard 45 degree lateral wye takeoffs unless otherwise indicated where 90 degree conical tee connections may be used.

K. Fasteners: Rivets, bolts, or sheet metal screws.

L. Hanger Rods: ASTM A36 - Galvanized steel; threaded both ends, threaded one end, or continuously threaded.

2.2 DUCT SYSTEMS

A. All supply, return, exhaust, outside air ductwork shall be constructed for low pressure service (2 inch W.G.).

2.3 DUCT CONSTRUCTION

A. Rectangular and/or Round Ductwork (Low Pressure):

1. Galvanized Steel Ducts: ASTM A525 and ASTM A527 galvanized steel sheet, lock-forming quality, having G-90 Zinc coating in conformance with ASTM A90.
2. Make allowance for internal duct lining where required. Sizes shown on the drawings are inside clear dimensions.
3. Determine duct gauges for the longest duct side and use for all four sides. Joints and reinforcing requirements apply to the longest duct side.
4. Reinforce all ducts to prevent buckling, vibration, or noise as recommended in the referenced construction standards, and as required to suit the installed conditions.
5. Do not cross break duct which will receive rigid insulation covering.
6. Where tap sizes of divided-flow fittings are not indicated, make branch and main/connection sizes proportional to their respective air flows and maintain uniform transverse velocities in the fitting.
7. Make radius elbows and radius tee connection with throat radius equal to or greater than the width of the duct. Use vaned elbows where shown and where radius elbows will not fit the space, and in all square bends.
8. Turning vanes shall be the air-foil type with extended trailing edges, 36-inch maximum vane length. Where longer vanes are required, use two or more sets of vanes with intermediate runners securely fastened together.
9. Bolt, screw, rivet, or spot weld reinforcing members securely to the duct on not less than 6-inch centers.
10. Where ducts are open-ended without grilles, registers, or other means of stiffening, reinforce and stiffen the open end with standing seams or an angle frame. Provide rolled edges to prevent any exposed sharp edges.

11. Paint all cut ends on galvanized angles, rods, and other uncoated surfaces with aluminum paint.
12. Where ductwork is not painted or otherwise finished, remove all exposed traces of joint sealers, manufacturer's identification and other markings.
13. Reinforcing members for aluminum ductwork shall be galvanized steel or aluminum unless otherwise indicated. Where aluminum reinforcing is used, size the member in accordance with ASHRAE recommendations to have rigidity equivalent to listed mild steel angle sizes.
14. Where aluminum ductwork is used, make allowance for increased thermal expansion. Particularly avoid direct contact between aluminum and concrete or masonry walls subject to dampness.
15. Determine duct gauges per SMACNA based on duct size and pressure indicated.
16. All exterior ductwork shall be single wall type with exterior field applied jacketing insulation. Inner wall shall be galvanized steel metal; outer wall shall be aluminum exterior duct insulation system as specified in Division 23 Section, "HVAC Insulation".

2.4 INSTRUMENT TEST PORTS

- A. Furnish and install instrument test ports in the ductwork to allow use of pitot tube length. Equip holes with Ventlok #699 instrument ports. Fittings shall extend beyond duct covering and insulation.

2.5 DUCT ACCESS DOORS

- A. Furnish and install adequately sized duct access doors at duct smoke detectors, airflow measuring stations, and other locations where indicated and required for duct access. Doors shall be the continuous piano-hinged type with approved latches and neoprene compression-type gaskets with 1 inch thick fiberglass double skin and shall be Ruskin Model ADH22, Air Balance, Inc., FSA-100 or as approved equal. Stiffen ductwork at door openings. Where doors are installed in insulated ductwork, provide equivalent insulation in the door assembly. Where access doors are installed in the fire-rated partitions, provide *Fire Seal* access doors as manufactured by Air Balance, Inc., or approved equal, UL approved, meeting the rating of the enclosure in which the access door is installed.
- B. Seal around frame attachment to duct and door to frame with neoprene or foam rubber.

2.6 OPEN END DUCTS (OED)

- A. Whether indicated on plans or not, all open-ended ducts shall be provided with a protective screen.
- B. All open-ended ducts shall be furnished with a 12 gauge ½ inch x ½ inch aluminum

mesh screen. Screens shall be permanently installed in a removable frame, and the frame shall be attached to the open-ended duct in a neat, workmanship-like manner without any exposed edges or sharp surfaces.

- C. Screen shall be attached to a ¾ inch x 1/8 inch continuous galvanized perimeter frame. Install duct stiffeners greater than 16 inches in any direction at open-ended ducts.

2.7 DUCT SEALANTS AND ADHESIVES

- A. All ductwork shall be sealed, including low pressure exhaust systems. Transverse joints and longitudinal seams in duct systems shall be sealed with a duct sealant of the type specified hereinafter in Section 1, 2, or 3, or with a tape sealing system as specified in Section 4. Spiral lockseams are not longitudinal seams and do not require duct sealant. All seams and joints shall require duct sealant suitable for the pressure rating and installation application. All sealants shall exceed 500 hours without becoming brittle under ASTM-D572 test conditions (oxygen bomb), unless specified otherwise. No surface preparation or solvent cleaning shall be necessary to remove light coatings of oil and dust before applying sealant unless specified otherwise. Flanged joints shall be sealed according to Section 5. Construction joints that are not fully welded shall be sealed according to Section 6. Adhesive to secure insulation to metal surfaces shall be that specified in Section 7.
 - 1. Assembly joints to be installed indoors or outdoors shall be sealed with Foster 32-19, Childers CP-146, United Duct Sealer WB, or equivalent, which is a water-based sealant formulated to withstand service temperatures from 20 degrees F to +200 degrees F. Sealant shall have a UL Classification marking with a flame spread of 15 and smoke developed of 0 when applied to inorganic reinforced cement board, both at a coverage of 31 square feet per gallon. Store and apply between 40°F (4°C) and 100°F (38°C); protect from freezing.
 - 2. Assembly joints to be installed indoors shall be sealed with Foster 32-19, Childers CP-146, UNI-GRIP™ duct sealer or equivalent, which is a water-based (vinyl-acrylic polymer) sealant formulated to withstand temperatures from -20 degrees to +200 degrees Fahrenheit. Surfaces to be sealed should be clean, dry, and free from oil, grease, and dirt. Sealant shall be nonflammable (wet) and fire retardant. Sealant shall have a UL Classification marking with a flame spread of 5 and smoke developed of 5 when applied to 18-gauge galvanized steel and a flame spread of 0 and smoke developed of 0 when applied to inorganic reinforced cement board, both at a coverage of 40 square feet per gallon.
 - 3. Assembly joints shall be sealed with UNI-CAST® tape sealing system or equivalent, which is a combination of an adhesive activator and woven-fiber tape impregnated with a gypsum mineral compound. Modified acrylic/silicone activator (MTA-20 for indoor use) reacts exothermically with the tape to form a hard, airtight seal. Sealant shall be formulated to withstand temperatures from -40 degrees F to +200 degrees Fahrenheit. Combination of tape and MTA-20 adhesive shall have a flame spread and smoke developed of 0. Do not use for outdoors.

4. Flanged joints to be installed indoors shall be sealed with UNI-GASKET™ flange sealer or equivalent, which has a synthetic elastomer base and is formulated to withstand temperatures from –20 degrees F to +150 degrees F. Sealant shall have a UL Classification marking with a flame spread of 5 and smoke developed of 5 when applied to 18-gauge galvanized steel and a flame spread of 0 and smoke developed of 5 when applied to inorganic reinforced cement board, both at a coverage of 80 square feet per gallon.
 5. Where duct fittings are constructed with standing seam or spot-welded techniques, all construction joints shall be sealed with UNI-WELD™ metal cement or equivalent, which is composed of neoprene rubber, resins, and inert reinforcing material dispersed in a petroleum distillate. Sealant shall be formulated to withstand temperatures from –20 degrees F to +225 degrees F. Sealant shall have a UL Classification marking with a flame spread of 0 and smoke developed of 0 when applied to 18-gauge galvanized steel and a flame spread of 0 and smoke developed of 0 when applied to inorganic reinforced cement board, tested as applied in two 1/8 inch beads 8 inches on center.
 6. Where insulation is to be secured to metal surfaces, the adhesive used shall be Foster 85-60, Childers CP-127, UNI-TACK™ duct liner adhesive or equivalent, which are water-based, vinyl-acrylic copolymer adhesives formulated to withstand temperatures from –20 degrees Fahrenheit to +200 degrees Fahrenheit. Adhesive shall have a UL Classification marking with a flame spread of 0 and smoke developed of 0 when applied to 18-gauge galvanized steel and a flame spread of 0 and smoke developed of 0 when applied to inorganic reinforced cement board, both at a coverage of 267 square feet per gallon. Adhesive shall conform to ASTM C916, Type II.
- B. Manufacturers: Duct Mate, United McGill, Semco, Elgen, Childers, Foster, or as approved equal.

PART 3 EXECUTION

3.1 DUCT INSTALLATION REQUIREMENTS

- A. Coordinate ductwork with other work and install ducts at proper elevations and locations to maintain indicated ceiling heights and clearances. Provide all elbows, transitions, offsets, connections, and other fittings necessary to fit the work into place or to connect to equipment or diffusers. Method of duct support connection to structure and slabs shall be approved by Structural Engineer, and Shop Drawings shall be submitted.
- B. Substantially support ductwork with structural shapes, flat bars, or formed strap hangers securely attached to the building structure by means of bolts, clamps, or inserts. Support vertical ducts by angles attached to the duct and resting on the floor or supported by brackets or hangers attached to the building structure. Strap hangers shall be 16-gauge minimum galvanized steel formed under the bottom edge of duct. Use square ¼ inch thick washers tight against the bend on upper strap attachments to horizontal surfaces. Place all supports external to the ductwork and out of the air stream. Provide additional supports at coils and other concentrated loads. Arrange supports so that duct weight is

not transmitted to ceilings, fans or other equipment.

- C. Prevent direct contact between ductwork and building surfaces or other equipment. Where ducts pass through walls, partitions, floors, ceilings, or roofs, pack and seal the space around the duct with an approved fire-safe inert material. Provide flanged duct escutcheons at all exposed ducts that pass through walls, partitions, floors, and ceilings.
- D. Use galvanized (compatible) corrosion-resistant hangers, supports, brackets, and hardware.
- E. Furnish and install NFPA-approved duct connections where shown and at all connections to fans, air handling units, and similar rotating equipment. Use glass-reinforced neoprene fabric, roll-formed to sheet metal strips or flanges. Support adjacent ductwork to provide sufficient slack in the connection.
- F. See NFPA 90A, and latest publication of SMACNA. Prevent direct contact between ductwork and building surfaces or other equipment. The opening in the construction around the duct shall not exceed one-inch average clearance on all sides. Where ducts pass through walls, partitions, floors, ceilings, or roofs, pack and seal the space around the duct with an approved fire-safe inert material capable of preventing the passage of flame and hot gases sufficiently to ignite cotton waste when subjected to the same NFPA 251 Time-Temperature Conditions required for fire barrier penetration. All exposed duct penetrations shall be finished with a sheet metal field erected flange escutcheon to form a neat appearance.
- G. Install in accordance with manufacturer's instructions.
- H. Install and seal ducts in accordance with SMACNA *HVAC Duct Construction Standards - Metal and Flexible*.
- I. Duct Sizes are inside clear dimensions. For lined ducts, maintain sizes inside lining.
- J. Provide openings in ductwork where required to accommodate thermometers and controllers. Provide pitot tube openings where required for testing of systems, complete with metal cap with spring device or screw to ensure against air leakage. Where openings are provided in insulated ductwork, install insulation material inside a metal ring.
- K. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- L. Use crimp joints, with or without bead, for joining round duct sizes eight (8) inches and smaller with crimp in direction of air flow.
- M. Use double nuts and lock washers on threaded rod supports.
- N. During construction, provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork systems.

3.2 ACCESSORY INSTALLATION REQUIREMENTS

- A. Install accessories in accordance with manufacturer's instruction, NFPA 90A, and SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- B. Provide duct access doors for inspection and cleaning before and after filters, coils, fans, automatic dampers, duct detectors, air flow monitoring stations, and elsewhere as indicated.
- C. Provide duct test holes where required for testing and balancing purposes. Review locations with Test and Balance Engineer prior to installation.
- D. Provide flexible connections immediately adjacent to equipment in ducts associated with fans and motorized equipment and supported by vibration isolators.
- E. Check location of all air outlets and inlets and make necessary adjustments in position to conform with architectural features, symmetry, and lighting arrangements.
- F. Install duct accessories according to applicable details shown in SMACNA's *HVAC Duct Construction Standards--Metal and Flexible* for metal ducts.

3.3 CLEANING

- A. Clean duct system and force air at high velocity through ducts to remove accumulated dust. To obtain sufficient air, clean half the system at a time. Protect equipment which may be harmed by excessive dirt with temporary filters, or bypass during cleaning.
- B. Clean duct systems with high power vacuum machines. Protect equipment which may be harmed by excessive dirt with filters, or bypass during cleaning. Provide adequate access into ductwork for cleaning purposes.
- C. Ductwork shall be cleaned in accordance with "Duct Cleanliness for New Construction (SMACNA 2000)", and shall achieve a "Basic" cleanliness level.

3.4 DUCTWORK IDENTIFICATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.
- B. All ductwork shall be identified with painted background marked with the name of the service with arrows to indicate flow direction. Color Code and System Identification shall comply with ANSI Standards.
- C. Marking shall be plain block letters, stenciled on ductwork (above and below ceilings) and shall be located near each branch connection and at least every ten feet on straight runs of ductwork. Where ductwork is aligned adjacent to each other, markings shall be neatly lined up. All markings shall be located in such a manner as to be easily legible from the floor.
- D. Identify ductwork with plastic nameplates or stenciled painting. Identify with air handling unit identification and area served.

- E. Length of color field for ductwork shall be 32 inches. Lettering shall be minimum 3-1/2 inches high.

END OF SECTION

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

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Electrical equipment coordination and installation.
- 2. Sleeves for raceways and cables.
- 3. Grout.
- 4. Common electrical installation requirements.

- B. Provide all labor, materials, equipment, and services necessary for and incidental to the complete installation and operation of all electrical work.

- C. Unless otherwise specified, all submissions shall be made to, and acceptances and approvals made by the Architect and the Engineer.

- D. Contract Drawings are generally diagrammatic and all offsets, fittings, transitions and accessories are not necessarily shown. Furnish and install all such items as may be required to fit the work to the conditions encountered.

- E. Arrange conduits, equipment, and other work generally as shown on the Contract Drawings, providing proper clearance and access. Where departures are proposed because of field conditions or other causes, prepare and submit detailed shop drawings for approval in accordance with Article "Submittals" specified below. The right is reserved to make reasonable changes in location of equipment, boxes, conduit/wiring, and devices, up to the time of rough-in or fabrication.

- F. Conform to the requirements of all rules, regulations and codes of local, state and federal authorities having jurisdiction.

- G. Coordinate the work under Division 26 with the work of all other construction trades.

- H. Be responsible for all construction means, methods, techniques, procedures, and phasing sequences used in the work. Furnish all tools, equipment and materials necessary to properly perform the work in first class, substantial, and workmanlike manner, in accordance with the full intent and meaning of the Contract Documents.

1.3 PERMITS, FEES, AND INSPECTIONS

- A. Obtain all permits and pay taxes, fees and other costs in connection with the work. File necessary plans, prepare documents, give proper notices and obtain necessary approvals. Deliver inspection and approval certificates to Owner prior to final acceptance of the work.
- B. Permits and fees shall comply with Division 01 Section, *General Requirements*.
- C. Notify Inspection Authorities to schedule inspections of work.
- D. Notify Architect/Engineer in advance of scheduled inspections.
- E. An electrical foreman, superintendent or other supervisor shall be in attendance for all scheduled inspections.

1.4 EXAMINATION OF SITE

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

1.5 INTERPRETATION OF DOCUMENTS

- A. Any discrepancies between Drawings, Specifications, Drawings and Specifications, or within Drawings and Specifications shall be promptly brought to the attention of the Owner during the bidding period. No allowance shall subsequently be made by reason of failure to have brought said discrepancies to the attention of the Owner during the bidding period or of any error on the Bidder's part.
- B. The locations of products shown on Drawings are approximate. Place the devices to eliminate all interference with overhead ducts, piping, etc. Where any doubt exists, the exact location shall be determined by the Owner.
- C. No electrical equipment, e.g. disconnect switches, etc. shall be installed beneath ductwork, piping, etc.
- D. All general trades and existing conditions shall be checked before installing any outlets, power wiring, etc.
- E. Equipment sizes shown on the Drawings are estimated. Before installing any wire or conduit, obtain the exact equipment requirements and install wire, conduit, or other item of the correct size for the equipment actually installed. However, wire and conduit sizes shown on the Drawings shall be taken as a minimum and shall not be reduced without written approval from the Owner.

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

1.6 MATERIALS AND EQUIPMENT

- A. Materials and equipment installed as a permanent part of the project shall be new, unless otherwise indicated or specified, and of the specified type and quality.
- B. Where material or equipment is identified by proprietary name, model number and/or manufacturer, furnish named item, or its equal, subject to approval by Engineer. Substituted items shall be equal or better in quality and performance and must be suitable for available space, required arrangement, and application. Submit all data necessary to determine suitability of substituted items, for approval.
- C. The suitability of named item only has been verified. Where more than one item is named, only the first named item has been verified as suitable. Substituted items, including items other than first named shall be equal or better in quality and performance to that of specified items, and must be suitable for available space, required arrangement and application. Contractor, by providing other than the first named manufacturer, assumes responsibility for all necessary adjustments and modifications necessary for a satisfactory installation. Adjustments and modifications shall include but not be limited to electrical, structural, support, and architectural work.
- D. Substitution will not be permitted for specified items of material or equipment where noted.
- E. All items of equipment furnished shall have a service record of at least five (5) years.

1.7 ELECTRICAL WORK UNDER OTHER DIVISIONS

A. HVAC Equipment and Systems

1. In general, any electrically operated or controlled equipment furnished under HVAC divisions shall be supplied with control wiring, transformers, contacts, etc.
2. Division 26 shall provide power circuits to such equipment and a disconnecting means for each piece of equipment, as well as all electrical control equipment and wiring related thereto.
3. Certain mechanical units are furnished from the factory with motor starters, contactors, transformers, fuses, wiring, etc., required for fans, pumps, etc. When this equipment is supplied from the factory, Division 26 shall coordinate with Division 23 such that only one set of starters, fuses, switches, etc. is provided.
4. Some HVAC equipment must be protected by fuses, which shall be marked on the equipment nameplate. In these instances, if the equipment has an integral non-fused disconnecting means, the fusible safety switch indicated on the electrical drawings must remain per NEC Article 440.
5. In general, control and interlock equipment (including, but not limited to wiring, conduit, transformers, relays, contacts, etc.) for HVAC equipment and systems is furnished under Division 23. Division 26 shall install and connect all equipment as necessary.
6. HVAC equipment refers to, but is not limited to the following:
 - a. ATC Panels
 - b. Single-Zone VAV Units

1.8 FIRE SAFE MATERIALS

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

1.9 REFERENCED STANDARDS, CODES AND SPECIFICATIONS

- A. Specifications, Codes and Standards listed below are included as part of this Specification, latest edition:
1. ADA - Americans with Disabilities Act
 2. ANSI - American National Standards Institute
 3. ASTM - American Society for Testing and Materials
 4. DNREC - Delaware Department of Natural Resources and Environmental Control

- 5. EPA - Environmental Protection Agency
- 6. FM - Factory Mutual
- 7. IBC - International Building Code
- 8. IEEE - Institute of Electrical and Electronics Engineers
- 9. NEC - National Electrical Code
- 10. NECA - National Electrical Contractors Association
- 11. NEMA - National Electrical Manufacturers Association
- 12. NFPA - National Fire Protection Association
- 13. OSHA - Occupational Safety and Health Act
- 14. UL - Underwriters' Laboratories

B. The application standards of the local electric utility company.

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

1.10 SUBMITTALS

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

1.11 SUBMITTAL PROCEDURES

A. Equipment, materials, installation, workmanship and arrangement of work are subject to review and acceptance. No substitution will be permitted after acceptance of equipment or materials except where such substitution is considered by the Architect, and/or Engineer, to be in the best interest of the Owner.

B. After acceptance of Material and Equipment List, submit three (3) copies, or more as required under the General Conditions, of complete descriptive data for all items as outlined below.

C. Electronic submittals shall be prepared as a Portable Document Format (PDF) file and shall include as page 1 the Contractor's stamp, followed by the submittal contents. Submittal form

shall identify the Project, Contractor, Subcontractor or Supplier, and pertinent Contract Document references.

- D. Submittals shall consist of specifications, product data sheets, manufacturer's catalog cuts, dimensional shop drawings, wiring diagrams, installation instructions, samples, and any other information necessary to indicate complete compliance with Contract Documents.
- E. Submittals shall include, but not be limited to, the following information: size, type, functional characteristics, compliance with standards in Division 26, required service access which shall be suitable for intended location and use, electrical service connections and requirements, and deviations from Contract Document requirements.
- F. Identify submittals, indicating intended application, location and service of submitted items. Refer to Specification sections or paragraphs and Drawings where applicable.
- G. Clearly indicate exact type, model number, style, size, operating characteristics, ratings, options and special features of proposed item specifically for application to this project. Submittals of a general nature will not be acceptable.
- H. Submit actual operating conditions or characteristics for all equipment where required capacities are indicated. Factory order forms showing only required capacities will not be acceptable. Call attention, in writing, to deviation from contract requirements.
- I. Thoroughly review and stamp all submittals to indicate compliance with contract requirements prior to submission. Coordinate installation requirements and all electrical requirements for equipment submitted. The Contractor shall be responsible for correctness of all submittals.
- J. Submittals will be reviewed for general compliance with design concept in accordance with Contract Documents, but dimensions, quantities, or other details will not be verified.
- K. For any submittal requiring more than two (2) reviews by the Engineer (including those caused by a change in subcontractor or supplier) the Owner will withhold Contractor's funds by a change order to the contract to cover the cost of additional reviews. One review is counted for each action including rejection or return of any reason.
- L. For substituted items, clearly list on the first page of the submittal all differences between the specified item and the proposed item. The Contractor shall be responsible for corrective action and maintaining the Specification requirements if differences have not been clearly indicated in the submittal.
- M. Acceptance will not constitute waiver of contract requirements unless deviations are specifically indicated and clearly noted. Use only final or corrected submittals and data prior to fabrication and/or installation.
- N. Every submittal including, but not limited to the list below, shall be forwarded with its own transmittal as a separate, distinct submittal. Identify all submittals by the name of the item/system and the applicable Specification Section and/or Drawing number. Grouping of items/systems that are not related shall be unacceptable.

Items and Systems

1. Access Doors
2. Circuit Breakers
3. Conductors and Cables - 600V or Less
4. Conduit and Raceway
5. Disconnect (Safety) Switches
6. Equipment Nameplates/Labels
7. Firestopping Materials
8. Fuses, 600V or Less
9. Grout
10. Hangers and Supports
11. Identification Products
12. Junction and Pull Boxes
13. Operation and Maintenance Manual
14. Outlet and Device Boxes
15. Panelboard Circuit Directories
16. Panelboards
17. Qualification Data
18. Receptacles
19. Record Drawings
20. Sleeves
21. Test Reports
22. Toggle/Snap Switches
23. Wiring Diagrams

- O. Submit for approval any other submittals as required by the Architect, Engineer, or Owner. No item listed above shall be delivered to the site, or installed, until approved. After the proposed materials have been approved, no substitution will be permitted except where approved by the Engineer.
- P. For resubmissions, the Contractor must address in writing all of the Engineer's comments on the original submission to verify compliance.

1.12 SHOP DRAWINGS

- A. Prepare and submit Shop Drawings for all electrical equipment, specially fabricated items, modifications to standard items, specially designed systems where detailed design is not shown on the Contract Drawings, or where the proposed installation differs from that shown on Contract Drawings.
- B. Shop drawings shall include identification of products being installed, compliance with specified standards, notation of coordination requirements, notation of dimensions verified by field measurement, etc. Do not base shop drawings on reproductions of the Contract Documents or standard printed data.
- C. Submit shop drawings concurrent with product data. Shop drawings received without associated product data will be returned without review.

- D. Submit for approval schematic diagrams of each electrical system installed in the building, including but not limited to Riser Diagrams and Schematic Wiring Diagrams.
- E. Shop Drawing diagrams shall indicate device location, service, type, make, model number and the identification number of each device in the particular system. Following approval by all authorities, the diagrams shall be inserted into the O&M Manual specified herein.
- F. Submit for approval any other shop drawings as required by the Architect, Engineer, or Owner. No item listed above shall be delivered to the site, or installed, until approved. After the proposed materials have been approved, no substitution will be permitted except where approved by the Engineer.
- G. For any shop drawing requiring more than two (2) reviews by the Engineer (including those caused by a change in subcontractor or supplier) the Owner will withhold Contractor's funds by a change order to the contract to cover the cost of additional reviews. One review is counted for each action including rejection or return for any reason.
- H. Refer to individual Specification Sections and Contract Drawings for additional shop drawing requirements.
- I. For resubmissions, the Contractor must address in writing all of the Engineer's comments on the original submission to verify compliance.

1.13 DEFINITIONS

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

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

1.14 RECORD DRAWINGS

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

1.15 WARRANTY

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

also make good all damages caused to their work or materials in the process of complying with this section.

4. That the entire work shall be water-tight and leak-proof.

1.16 OPERATION AND MAINTENANCE MANUALS

- A. The Contractor shall have prepared three (3) hardcopies and one (1) electronic copy of the Operation and Maintenance Manual and deliver these copies of the manual to the Owner. The manual shall be as specified herein. The manual must be approved and will not be accepted as final until so stamped.
- B. The manual shall be bound in a three-ring loose-leaf binder similar to National No. 3881 with the following title lettered on the front: *Operation and Maintenance Manual – Howard High School Gym Air Conditioning - Electrical*. No sheets larger than 8-1/2 inches x 11 inches shall be used, except sheets that are neatly folded to 8-1/2 inches x 11 inches and used as a pull-out. Provide divider tabs and table of contents for organizing and separating information.
- C. Provide the following data in the manual:
 1. As first entry, an approved letter indicating the starting/ending time of Contractor's warranty period.
 2. Maintenance operation and lubrication instructions on each piece of equipment furnished.
 3. Complete catalog data on each piece of electrical equipment furnished including approved Shop Drawing/Submittal with Engineer's Comments (if any).
 4. Manufacturer's extended limited warranties on equipment.
 5. Provide sales and authorized service representatives names, address, and phone numbers of all equipment and subcontractors.
 6. Provide supplier and subcontractor's names, address, and phone number.
 7. Catalog data of all equipment shall include wiring diagrams, parts list and assembly drawing.
 8. Access panel charts with index illustrating the location and purpose of access panels.
 9. Approved Electrical Certificates.
 10. Test reports for equipment.
- D. Submit Operation and Maintenance Manual prior to the anticipated date of Substantial Completion for Engineer review and approval. Substantial Completion requires that Operation and Maintenance Manuals be reviewed and approved.
- E. Deliver all instruction materials to the Owner prior to the formal instruction period.

- F. Upon completion of all work, thoroughly instruct the Owner's representatives in the proper operation and maintenance of all electrical equipment and systems.
- G. Instructions shall be done only after completed systems have been put into operation and tested for proper operation and performance.
- H. Instructions shall be given only by experts in the equipment or system and shall include descriptions and demonstrations of procedures of operation, data record keeping, etc.
- I. Where specified in technical sections, provide longer periods required for specialized equipment.
- J. The Operation and Maintenance Manual shall be available at the time of the instructions, for use by Instructors and Owner personnel.
- K. Schedule the general and specialized instruction periods for a time agreed upon by the Owner and Engineer.

PART 2 PRODUCTS

2.1 SLEEVES FOR RACEWAYS AND CABLES

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

2.2 GROUT

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

PART 3 EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.

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

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or floor and wall assemblies.
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used.
- C. Cut sleeves to length for mounting flush with both surfaces of walls.
- D. Sleeves installed in floors shall extend 2 inches (50 mm) above finished floor level unless otherwise indicated on the Contract Drawings.
- E. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- F. Seal space outside of sleeves with grout for penetrations of concrete and masonry
 - 1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
- G. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. .

- H. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.

3.3 SUPPORTS, HANGERS AND FOUNDATIONS

- A. Provide supports, hangers, braces, attachments and foundations required for the work. Support and set the work in a thoroughly substantial and workmanlike manner without placing strains on materials, equipment, or building structure, submit shop drawings for approval. Coordinate all work with the requirements of the structural division.
- B. Supports, hangers, braces, and attachments shall be standard manufactured items or fabricated structural steel shapes. All interior hangers shall be galvanized or steel with rust inhibiting paint. All exterior hangers shall be constructed of stainless steel utilizing stainless steel rods, nuts, washers, bolts, etc.
- C. Refer to Division 26 Section "Hangers and Supports" for additional requirements.

3.4 PROVISIONS FOR ACCESS

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

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

3.5 PAINTING AND FINISHES

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

3.6 COLOR SELECTION

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

3.7 PROTECTION OF WORK

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

3.8 OPERATION OF EQUIPMENT

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

3.9 TESTING AND ADJUSTMENT

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

3.10 WALL AND FLOOR PENETRATIONS

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

3.11 EQUIPMENT BY OTHERS

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

3.12 OUTAGES

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

3.13 CUTTING AND PATCHING

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

3.14 PENETRATION OF WATERPROOF CONSTRUCTION

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

3.15 CONCRETE AND MASONRY WORK

- A. Grout shall be non-shrink, high strength mortar, free of iron of chlorides and suitable for use in contact with all metals, without caps or other protective finishes. Apply in accordance with manufacturer's instructions and standard grouting practices.

3.16 CONNECTIONS AND ALTERATIONS TO EXISTING WORK

- A. Unless otherwise noted on the Drawings, where existing electrical work is removed, including hangers, to a point below finished floors or behind finished walls and capped, such point shall be far enough behind finished surfaces to allow for installation of normal thickness of required finish material.
- B. Where work specified in Division 26 connects to existing equipment, conduits, etc., Contractor shall perform all necessary alterations, cuttings, fittings, etc., of existing work as may be

necessary to make satisfactory connections between new and existing work, and to leave completed work in a finished and workmanlike condition.

- C. Where the work specified under Division 26, or under other Divisions, requires relocation of existing equipment, conduit etc., Contractor shall perform all work and make necessary changes to existing work as may be required to leave completed work in a finished and workmanlike condition.
- D. Where the relocation of existing equipment is required for access or the installation of new equipment, the Contractor shall temporarily remove and/or relocate and re-install as required to leave the existing and new work in a finished and workman like condition.

3.17 COORDINATION

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

3.18 DEMOLITION

- A. Unless otherwise noted all existing equipment, conduit, wire, etc., shall remain.
- B. Where existing equipment is indicated to be removed, all associated conduit, power, controls, insulation, hangers, supports and housekeeping pads, etc..., shall also be removed. Patch, paint and repair walls/roof/floor to match existing.
- C. The Contractor shall be responsible for visiting the site and determining the existing conditions in which the work is to be performed.
- D. The location of all existing equipment, conduits etc., indicated is approximate only and shall be checked and verified. Provide all new electrical work required to connect to or clear existing work as applicable.

- E. Maintain egress at all times. Coordinate egress requirements with the State Fire Marshal, the Owner and the Authority(ies) Having Jurisdiction (AHJ).
- F. Where required to maintain the existing systems in operation, temporarily backfeed existing systems from new equipment. Contractor shall temporarily extend existing conduit systems to new conduit systems.
- G. At completion of project all temporary conduit, wires, etc., shall be removed in their entirety.
- H. Existing conduit, equipment, wiring, etc., not required for re-use or re-installation in this project, shall be removed from the project site.
- I. Deliver to the Owner, on the premises where directed, existing equipment and materials which are removed and which are desired by the Owner or are indicated to remain the property of the Owner.
- J. All other materials and equipment which are removed shall become property of the Contractor and shall be promptly removed, from the premises, and disposed of by the Contractor, in an approved manner.
- K. Where conduit and wiring are removed, remove all conduit hangers which were supporting the removed conduit. Patch the remaining penetration voids with like materials and paint to match existing construction.
- L. Before demolition begins, and in the presence of the Owners representative, test and note all deficiencies in all existing systems affected by demolition but not completely removed by demolition. Provide a copy of the list of system deficiencies to the Owner and the Engineer.
- M. Work Abandoned in Place: Cut and remove conduit a minimum of 2 inches beyond face of adjacent construction. Cap and patch surface to match existing finish.
- N. Temporary Disconnection: Remove, store, clean, reinstall, reconnect, and make operational equipment indicated for relocation.
- O. Terminate services and utilities in accordance with local laws, ordinances, rules and regulations.

END OF SECTION

OUTAGE REQUEST FORM

DATE APPLIED: _____ BY: _____

DATE FOR OUTAGE: _____ FIRM: _____

START OUTAGE-TIME: _____ DATE: _____

END OUTAGE - TIME: _____ DATE: _____

AREAS AND ROOMS: _____

FLOOR(S): _____

AREA(S): _____

ROOM(S): _____

WORK TO BE PERFORMED: _____

SYSTEM(S): _____

REQUEST APPROVED BY: _____
(FOREMAN OR OTHER PERSON IN CHARGE)

(FOR OWNER'S USE ONLY):

APPROVED: _____

YES ____ NO ____ BY: _____ DATE: _____

DATE/TIME-AS REQUESTED: _____ OTHER : _____

OWNER'S PRESENCE REQUIRED: _____

YES: ____ NO: ____ NAME: _____

POINT OF CONTACT: _____ PHONE: _____

DIVISION 26
SECTION 260519
CONDUCTORS AND CABLES
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SECTION 260519 - CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.

1.3 SUBMITTALS

- A. Product Data: Provide for each cable assembly type, wire, cables, conductors, and connectors.
- B. Project Record Documents: Record actual locations of components and circuits.

1.4 QUALITY ASSURANCE

- A. Listing and Labeling: Provide wires and cables specified in this Section that are listed and labeled.
 - 1. The Terms *Listed and Labeled*: As defined in NFPA 70, Article 100.
 - 2. Listing and Labeling Agency Qualifications: A *Nationally Recognized Testing Laboratory* as defined in OSHA Regulation 1910.7.
- B. Comply with NEMA/Insulated Cable Engineers Association (ICEA) Standards.
- C. Comply with NECA Standard of Installation.
- D. Comply with NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- E. American Society for Testing and Materials (ASTM): Comply with requirements of the following:
 - 1. B3: Standard Specification for Soft or Annealed Copper Wire
 - 2. B8: Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft

-
- 3. D753: Standard Specification for General Purpose Polychloroprene Jacket for Wire and Cable
 - F. Electrical Testing Laboratories (ETL): Provide wiring, cabling and connector products which are ETL listed and labeled.
 - G. Institute of Electrical and Electronics Engineers (IEEE): Comply with the following standards which apply to wiring systems:
 - 1. 82: Test procedure for Impulse Voltage Tests on Insulated Conductors
 - 2. 241: Recommended Practice for Electric Power Systems in Commercial Buildings
 - H. NFPA: Comply with NFPA 70 requirements for construction, installation and color coding of electrical wire, cable and connections.
 - I. National Electrical Manufacturer's Association (NEMA): Comply with requirements of the following:
 - 1. WC70: Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy.
 - J. UL: Provide material conforming to the following standards:
 - 1. UL 83 - Thermoplastic-Insulated Wires and Cables.
 - 2. UL 486A - Wire Connectors and Soldering Lugs for Use with Copper Conductors
 - K. UL Labels: Provide wiring, cabling and connector products which are UL listed and labeled.
- 1.5 DELIVERY, STORAGE, AND HANDLING
- A. Deliver wires and cables according to NEMA WC 26, *Binational Wire and Cable Packaging Standard*.
 - B. Storage: Store wire and cable in a clean dry space in original containers. Protect products from weather, damaging fumes, construction debris and traffic.
 - C. Handling: Handle wire and cable carefully to avoid abrading, puncturing and tearing wire and cable insulation and sheathing. Ensure that dielectric resistance integrity of wires/cables is maintained.
- 1.6 COORDINATION
- A. Coordinate layout and installation of cables with other installations.
 - B. Revise locations and elevations from those indicated, as required to suit field conditions and as approved by Engineer and Architect.

- C. Determine required separation between cables and other work.
- D. Determine cable routing to avoid interference with other work.

1.7 PROJECT CONDITIONS

- A. Verify that field measurements are as shown on the Drawings.
- B. Conductor sizes are based on copper.
- C. Wire and cable routing shown on Drawings is approximate unless dimensioned. Route wire and cable as required to meet Project Conditions.
- D. Where wire and cable routing is not shown, and destination only is indicated, determine exact routing and lengths required.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Wires and Cables:
 - a. American Insulated Wire Corp.
 - b. BICC Brand-Rex Company.
 - c. General Cable.
 - d. Senator Wire & Cable Company.
 - e. Southwire Company.
 - f. Colonial Wire Company.
 - 2. Connectors and Accessories for Wires and Cables:
 - a. AMP Incorporated.
 - b. Buchanan.
 - c. General Signal; O-Z/Gedney Unit.
 - d. Monogram Company; AFC.
 - e. NSI Industries, Inc.
 - f. Square D Company; Anderson.
 - g. 3M Company; Electrical Products Division.
 - 3. Metal Clad (MC) Cable
 - a. Alcan Cable.
 - b. Atkore AFC Cable Systems.

- c. Encore Wire Corporation.
- d. General Cable.
- e. Nexans.
- f. Prysmian Cables and Systems.
- g. Service Wire Company.
- h. Southwire Company.
- i. United Copper Industries.

2.2 BUILDING WIRES AND CABLES

- A. UL-listed building wires and cables with conductor material, insulation type, cable construction and rating as specified herein.
- B. Building wires and cables shall be annealed (soft) copper, 600 volt, Type THHN/THWN (dual-rated) single conductors rated 90°C dry / 75°C wet, with a minimum conductivity of 98 percent at 20°C (68°F), or a maximum resistivity of 1.7 micro-ohms per centimeter.
- C. Conductors shall meet or exceed requirements of all applicable ASTM specifications, UL Standard 83, UL Standard 1581, NEMA WC 70, Federal Specification A-A-59544 and shall be RoHS/REACH Compliant.
- D. Conductors shall be solid for 10 AWG and smaller, and stranded for 8 AWG and larger.
- E. Building wire and cables shall be color-coded using colors factory impregnated throughout the insulation and jacket. The following color code convention(s) shall be used except where existing systems have established another color code convention:
 - 1. 120/208-Volt, 3-Phase, 4-Wire System:
 - a. Phase A: Black
 - b. Phase B: Red
 - c. Phase C: Blue
 - d. Neutral: White
 - e. Ground: Green
 - 2. 277/480-Volt, 3-Phase, 4-Wire System:
 - a. Phase A: Brown
 - b. Phase B: Orange
 - c. Phase C: Yellow
 - d. Neutral: Gray
 - e. Ground: Green

2.3 CONNECTORS AND SPLICES

- A. UL-listed, factory-fabricated wiring connectors of size, ampacity rating, material, type, and class for application and service indicated. Comply with Project's installation requirements and as specified in Part 3 Article, "*Wire and Insulation Applications*".
- B. Split Bolt Connectors: Not acceptable.
- C. Solderless Pressure Connectors: High copper alloy terminal. May be used only for cable termination to equipment pads or terminals. Not approved for splicing.
- D. Spring Wire Connectors: Not acceptable.
- E. Mechanical Connectors: Bolted type tin-plated; high conductivity copper alloy; spacer between conductors; beveled cable entrances.
- F. Compression (crimp) Connectors: Long barrel; seamless, tin-plated electrolytic high conductivity copper tubing, internally beveled barrel ends. Connector shall be clearly marked with the wire size and type and proper number and location of crimps.
- G. Heat shrinkable tubing shall meet the requirements of ANSI C119.1-1986 for buried connections to 90 degrees C and shall be material flame-retarded per IEEE 383 *Vertical Tray Flame Test*.
- H. Motor connection kits shall consist of heat-shrinkable, polymeric insulating material over the connection area and a high dielectric strength mastic to seal the ends against ingress of moisture and contamination. Motor connection kits shall accommodate a range of cable sizes for both in-line and stub-type configurations. Connection kits shall be independent of cable manufacturer's tolerances.
- I. Wire Nut Connectors:
 - 1. Description: Twist-on wire connectors for branch circuit conductors 8 AWG and smaller with a color-coded housing.
 - 2. Construction: Flame-retardant polypropylene housing, rated for 105 degrees Celsius. Zinc-plated steel insert. Square-wire spring to maintain secure positive grip that will not relax over time, no pre-twisting required.
 - 3. Dimensions: Connectors shall be appropriately sized according to manufacturer's recommendation for the suitable wire sizes and voltage rating (600 volts minimum).
 - 4. Quality Assurance:
 - a. UL Listed to 486C and 94V-2 Flame Rating.
 - b. CSA Certified to C22.2 No. 188
 - c. RoHS Compliant
 - 5. Special Features:

- a. Wire connectors for making grounding connections shall have green-colored housing and shall have opening at end of connector for grounding conductor to pass through for connection to metallic outlet boxes.
- b. Wire connectors for all exterior and underground work and work in damp/wet interior locations shall be pre-filled with silicone-based sealant to protect against moisture and corrosion, and shall be UL Listed to 486D for use in damp/wet locations, including direct burial applications.

6. Basis of Design: Provide products by Ideal Industries, Inc. or approved equal.

J. Insulated Connectors:

1. Connectors insulated with high-dielectric strength plastisol, molded for precise fit and supplied with removable access plugs over the hex screws.
2. Wire entry ports on one or both sides of the connector as required.
3. Mounting holes at each end of the connector for direct isolated mounting to wiring trough, panel or wireway.
4. UV and cold temperature rated.
5. Dual rated for use with copper and/or aluminum cables.
6. Rated 600V, 90°C.
7. Insulated connectors shall be IPLM or IPLMD Series as manufactured by Polaris, or approved equal by ILSCO, Burndy, T&B or other listed acceptable manufacturer.

2.4 INSULATING TAPE, PUTTY, RESIN AND SUPPORTS

- A. Tape: Provide plastic electrical insulating tape which is flame-retardant, cold and weather-resistant. Tape for use in areas subject to temperatures 30 degrees C to 105 degrees C, or where the tape will be subjected to an oil splash, tape shall have a minimum thickness of 8.5 mils, and shall consist of an oil-resistant acrylic adhesive.
- B. Materials: Provide all insulating materials for splices and connections such as glass and synthetic tapes, putties, resins, splice cases, or compositions of the type approved for the particular use, location, voltage and temperature and apply and install in an approved manner, all in accordance with the manufacturer's recommendations.
- C. Supports: Provide cable supports of the wedge type which firmly clamp each individual cable and tighten due to the cable weight.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine raceways and building finishes to receive wires and cables for compliance with requirements for installation tolerances and other conditions affecting performance of wires and cables. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. By beginning work, the Contractor has accepted conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

3.2 PREPARATION

- A. Completely and thoroughly swab raceway before installing wire.

3.3 WIRE AND INSULATION APPLICATIONS

- A. No branch circuit wires smaller than 12 AWG shall be used unless otherwise indicated. Conductors shall be continuous from outlet to outlet and from terminal board to point of final connection, and no splice shall be made except within outlet or junction boxes. All conductors shall be of the size indicated. All wires 8 AWG and larger shall be stranded.
- B. Control wiring shall not be less than 14 AWG and shall be color coded using colors impregnated into the insulation. All control wiring shall be color coded with wires of colors different from those used to designate phase wires.
- C. All wiring, contacts, and terminal blocks shall be suitably tagged for ease in identification and tracing of circuits. Identification tags shall be engraved fiber or plastic type, subject to acceptance. Wires shall be numbered and coded, using Brady *Quicklabels*, or equal.
- D. Wiring shall be tagged at terminations, in pull boxes, junction boxes, outlet boxes, panelboards, etc...
- E. Wiring for general 15 and 20 amp branch circuit work shall be as follows unless otherwise indicated:

HOME RUN LENGTH AND WIRE SIZE				CIRCUIT LENGTH AND WIRE SIZE			
120 Volt		277 Volt		120 Volt		277 Volt	
0 – 60 '	12AWG	0 – 175 '	12AWG	0-100 '	12AWG	0 – 200 '	12AWG
60 – 100 '	10AWG	175 - 350'	10AWG	100' & Up	10AWG	200 ' & Up	10AWG
100' & Up	8AWG	350> & Up	8AWG				

- F. Circuit length as given above shall be the wire length between the first and last outlet on the circuit. Home run length as given above shall be the wire length between the first outlet and the panelboard. In accordance with the above, where the size of branch circuit conductors is increased by the minimum required by the NEC for the branch circuit rating, ensure that the termination provisions of all equipment connected to such circuits are listed as suitable for the conductor sizes involved.
- G. Joints of 10 AWG and smaller shall be made with properly insulated solderless type pressure connectors. Where stranded conductors or multiple solid conductors are connected to terminals, solderless lugs manufactured by Thomas and Betts Company or equivalent shall be used.
- H. Joints of 8 AWG and larger shall be of the type indented into the conductor by means of a hand or hydraulic pressure tool. Connectors shall be Burndy *Hy-dent*, T&B *Sta-Kon*, or equivalent. Connectors for control wiring shall be Burndy *Hy-Lug*, or equivalent.
- I. MC cable shall be permitted only where concealed above accessible ceilings and/or within drywall partitions and in accordance with the requirements of Division 26 Section "Raceways and Boxes".

3.4 INSTALLATION

- A. Install wires and cables as indicated, according to manufacturer's written instructions and NECA's *Standard of Installation*.
- B. Remove existing wires from raceway before pulling in new wires and cables.
- C. Pull Conductors: Use a UL-listed and manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway. Completely and thoroughly swab conduit system before installing conductors.
- E. Install exposed cables, parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Division 26 Section, "Common Work Results for Electrical" and Division 26 Section, "Hangers and Supports".
- G. Identify wires and cables according to Division 26 Section, "Electrical Identification".
- H. Conductors installed in parallel shall be of equal lengths.
- I. Wiring at Outlets: Install with at least 6 inches (150 mm) of slack conductor at each outlet in accordance with Article 300.14 of the National Electrical Code.

- J. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer. Tighten connectors and terminals, including screws and bolts, according to equipment manufacturer's published torque-tightening values for equipment connectors. Where manufacturer's requirements are not indicated, tighten connectors and terminals according to tightening torques specified in UL Standard 486A.
- K. The Contractor shall provide suitable installation equipment to prevent cutting and abrasion of conductor insulation. The Contractor shall use suitable cable guides, pulleys, and protective sleeving to prevent damage to cable during installation. Ropes used for pulling of wire and cable shall be made of polyethylene or other suitable non-metallic material. Pulling lines shall be attached to cable by means of either woven basket grips or pulling types attached directly to the conductors. Wire pulling lubricants, if used, shall conform to UL requirements applicable to the various insulations and raceway materials. The lubricants shall be certified by the manufacturer to be non-injurious to such insulation and materials.
- L. Each cable shall be labeled at terminals and at all accessible points in equipment and in pull boxes. Each wire shall be labeled at both ends. Labels shall be self-sticking wire markers.
- M. For rubber and plastic-covered wire and cable, pulling compound Ideal Yellow 77 may be used.
- N. Terminal lugs for wires 8 AWG and larger shall be T&B 54,000 Series or Burndy *HY-Dent*, compression type, unless noted otherwise. One-hole lugs for wires 4/0 AWG and smaller. Two-hole lugs for all wires 250 kcmil AWG and larger.
- O. Install wires and cables using braided rope larger than the cable being pulled to keep twists to a minimum.
- P. Provide an insulated green equipment grounding conductor (EGC), sized per NEC, for all feeder and branch circuits, shown or not shown.
- Q. Multi-wire branch circuits shall not be permitted. Provide a separate insulated neutral (grounded) conductor for all feeder and branch circuits requiring a neutral connection.
- R. Install electrical cables, wires, and connectors as indicated in compliance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in accordance with recognized industry practices.
- S. Coordinate cable and wire installation work with electrical raceway and equipment installation work, as necessary for proper interface.
- T. Conductors installed in runs within 6 inches of heating pipes or equipment shall be of types required by the NEC and shall be listed for the application.
- U. No conductors shall be drawn into conduit until all work, which may cause cable damage, is completed.

- V. All wiring and in high ambient temperature areas, shall be of types required by NEC and shall be listed for the application.
- W. During installation, do not deform cable by improper bending, stretching, twisting, kinking, or pinching, nor do any other abusive handling. Any failure to observe these instructions will be detected and corrected during the demonstrations following completion of the installation.
- X. Cable bends will have a radius not less than the value recommended by the cable manufacturer.
- Y. All labels shall be of durable material and securely fastened to the cable.
- Z. Wiring of different system voltages shall not be mixed at pull boxes enclosures, surface metal raceway, wiretrough, etc., unless a barrier (separator) is provided between the differing systems.

3.5 CONNECTIONS

- A. Conductor Splices: Keep to minimum.
- B. Install splices and taps that possess equivalent or better mechanical strength and insulation ratings than conductors being spliced.
- C. Use splice and tap connectors compatible with conductor material.
- D. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer.
- E. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- F. Wire splices and taps shall be adequate to carry full current rating of wire.
- G. Conductors shall be continuous from outlet to outlet, and no splices shall be made except within outlet or junction boxes. Junction boxes may be utilized where required. Wire connectors of insulating material or solderless pressure connections, properly taped, shall be utilized for all splices in wiring.
- H. Splices in branch circuits and feeders shall be made where indicated or as required for the installation. All splices shall be accessible and made in enclosure approved for that purpose.
- I. For splices in branch circuits provide connectors as follows;
 - 1. Wire Sizes 10 AWG and smaller: Provide wire nut connectors as specified in Part 2 of this Section.

2. Wire Sizes 8 AWG and Larger: Provide insulated connectors securely fastened to enclosure as specified in Part 2 of this Section.

J. Thoroughly clean wiring prior to installing lugs or connectors.

3.6 IDENTIFICATION

A. Interface with Other Work:

1. Identify wire and cable using Thomas and Betts Type WM vinyl markers.
2. Identify each phase and neutral conductor with its circuit number or other designation indicated on the Drawings in all junction, pull, terminal boxes, and cabinets.

B. Provide identification tags on each conductor entering each panelboard, switch, junction box, and pull box to identify conductor.

C. Comply with the requirements of Division 26 Section, *Electrical Identification*.

3.7 FIELD QUALITY CONTROL

A. Visual and Mechanical Inspection:

1. Inspect for defects and physical damage, labeling, and compliance with requirements of drawings and schedules.
2. Clean conductors using Manufacturer's approved methods and materials.
3. Verify that conductors are correct size and are terminated with appropriately sized lugs.
4. Verify that conductors are correct color for phase identification.
5. Verify that conductors are labeled to identify circuit designation.
6. Verify that neutral conductors are only terminated at neutral lugs/bus, and that grounding conductors are only terminated at grounding lugs/bus.

B. Electrical Tests: Upon installation of conductors and before electrical circuitry has been energized, provide the following minimum inspections and tests according to manufacturer's written instructions to ensure conductors are operational within industry and manufacturer's tolerances, are installed according to the Contract Documents, and are suitable for energizing.

1. Inspect accessible components for cleanliness, mechanical and electrical integrity, and damage or deterioration.

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2. Inspect bolted electrical connections for tightness according to manufacturer's published torque values or, if not available, those specified in UL 486A and UL 486B.
 3. Verify continuity of each conductor.
 4. Insulation Resistance Testing: Perform megohm meter tests of all new feeder circuits, including each phase, neutral, and grounding conductor, as follows:
 - a. Minimum Test Voltage: 1000 Vdc.
 - b. Minimum Insulation Resistance: 1 megohms.
 - c. Duration of Each Test: 1 minute.
 - d. Temperature Correction: Correct results for test temperature deviation from 20 degrees C standard.
 - e. Compare test results with specified performance or manufacturer's data. Correct deficiencies identified by tests and retest.
 - f. Prepare reports identifying equipment checked and describing results of tests. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
 5. Test Labeling: On satisfactory completion of tests and related effort, apply a label to tested components indicating test results, date, and responsible organization and person.
- C. Demonstration: Subsequent to conductor and cable hook-ups, energize circuits and demonstrate compliance with requirements. Where necessary, correct malfunctioning units and then re-test to demonstrate compliance.

END OF SECTION

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SECTION 260526
GROUNDING AND BONDING
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SECTION 260526– GROUNDING AND BONDING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Refer to Division 26 Section "Conductors and Cables" for conductor and cable requirements.

1.2 SUMMARY

- A. This Section includes grounding of electrical systems and equipment and basic requirements for grounding for protection of life, equipment, circuits, and systems. Grounding requirements specified in this Section may be supplemented in other Sections of these Specifications.
- B. Bond together system neutrals; service equipment enclosures; exposed non-current carrying metal parts of electrical equipment; metal raceway systems; and grounding conductor in raceways.

1.3 DEFINITIONS

- A. EGC: Equipment grounding conductor.
- B. SSBJ: Supply-side bonding jumper.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 01 Specification Sections.
- B. Product Data for conductors, connectors and connection materials, and grounding fittings. Submit ground system manufacturer's recommended installation procedure for review.

1.5 QUALITY ASSURANCE

- A. Comply with NFPA 70 - National Electrical Code.
- B. Comply with UL 467 - UL Standard for Safety Grounding and Bonding Equipment.
- C. Comply with ANSI/IEEE C2 - National Electrical Safety Code.
- D. Comply with ANSI/IEEE 32 - Requirements, terms and test procedures for neutral grounding devices.

- E. Comply with IEEE Standard 142 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.
- F. Comply with ANSI C33.8.
- G. Listing and Labeling: Provide products specified in this Section that are listed and labeled.
 - 1. The Terms *Listed* and *Labeled*: As defined in the National Electrical Code, Article 100.
 - 2. Listing and Labeling Agency Qualifications: A *Nationally Recognized Testing Laboratory* (NRTL) as defined in OSHA Regulation 1910.7.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Erico Inc.; Electrical Products Group.
 - 2. Harger Lightning and Grounding; Harger, Inc.
 - 3. Heary Brothers Lightning Protection Co.
 - 4. Ideal Industries, Inc.
 - 5. ILSCO.
 - 6. O-Z/Gedney Co.
 - 7. Raco, Inc.
 - 8. Thomas & Betts, Electrical.

2.2 GROUNDING AND BONDING PRODUCTS

- A. Governing Requirements: Where types, sizes, ratings, and quantities indicated are in excess of National Electrical Code (NEC) requirements, the more stringent requirements and the greater size, rating, and quantity indications govern.

2.3 WIRE AND CABLE GROUNDING CONDUCTORS

- A. Comply with Division 26, Section "Conductors and Cables". Conform to NEC Table 8, except as otherwise indicated, for conductor properties, including stranding.

- B. Equipment Grounding Conductors: Size as indicated on the Drawings, or as required by National Electrical Code (NEC) Table 250-122, whichever is larger. Insulated with green color insulation.

2.4 MISCELLANEOUS CONDUCTORS

- A. Braided Bonding Jumpers: Copper tape, braided bare copper wire, terminated with copper ferrules.
- B. Bonding Straps: Soft copper, 0.05 inch (1 mm) thick and 2 inches (50 mm) wide, unless otherwise indicated.

2.5 CONNECTOR PRODUCTS

A. Mechanical Connectors

1. The mechanical connector bodies shall be manufactured from high strength, high conductivity cast copper alloy material. Bolts, nuts, washers and lockwashers shall be made of silicon bronze and supplied as a part of the connector body and shall be of the two-bolt type.
2. Split bolt connector types are NOT allowed unless indicated on the Drawings.
3. The connectors shall meet or exceed UL 467 and be clearly marked with the catalog number, conductor size and manufacturer.

B. Compression Connectors

1. The compression connectors shall be manufactured from pure wrought copper. The conductivity of this material shall be no less than 99 percent by IACS Standards.
2. The connectors shall meet or exceed the performance requirements of IEEE 837, latest revision.
3. The installation of the connectors shall be made with a compression, tool and die system, as recommended by the manufacturer of the connectors.
4. The connectors shall be clearly marked with the manufacturer, catalog number, conductor size and the required compression tool settings.
5. Each connector shall be factory filled with an oxide-inhibiting compound.

PART 3 EXECUTION

3.1 APPLICATION

- A. Equipment Grounding Conductors: Comply with NEC Article 250 for types, sizes, and quantities of equipment grounding conductors, except where specific types, larger sizes, or more conductors than required by NEC are indicated.
 - 1. Install Equipment Grounding Conductor (EGC) with circuit conductors for the items below in addition to those required by Code:
 - a. Receptacle branch circuits.
 - b. Single-phase motor or appliance branch circuits.
 - c. Three-phase motor or appliance branch circuits.
 - d. Flexible raceway runs.
 - e. Metal-clad (MC) cable runs.
- B. Mechanical System Grounding:
 - 1. All mechanical equipment, including but not limited to pumps, motors, packaged equipment, fans, heaters, etc. and their enclosures shall be properly grounded in accordance with Article 250 of the National Electrical Code.
 - 2. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.

3.2 INSTALLATION

- A. General: Ground electrical systems and equipment according to NEC requirements, except where Drawings or Specifications exceed NEC requirements.
- B. Grounding Conductors: Route along the shortest and straightest paths possible, except as otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- C. Grounding shall satisfy requirements of the applicable publications. All exposed noncurrent-carrying metallic parts of electrical equipment, metallic raceway systems, grounding conductor in nonmetallic raceways, and grounded conductors of the wiring system shall be grounded.
- D. The grounded conductor (neutral) of the wiring system shall be connected to the system grounding conductor at a single place in the system by removable bonding jumpers, sized according to the applicable provisions of the National Electrical Code. The grounded conductor (neutral) connection to the grounding conductor (ground) shall be located in the enclosure for the system's overcurrent protection or where otherwise indicated on the Drawings or Specifications.

- E. Ground buses and neutral buses in all distribution panelboards, panelboards, and those provided in any equipment shall be isolated except where required to be connected as specified above for the service entrance and in transformer terminal compartments.
- F. Equipment grounding conductors shall be extended from the ground bus in the distribution equipment to the receptacle, fixture or device lugs where they are provided. When not provided, they shall be connected to equipment enclosures. The connections shall be arranged such that removal of receptacle, the equipment grounding conductors, or ground jumpers from ground busing, shall not affect the system ground.
- G. Raceways shall not be considered as a grounding conductor. Each power or control raceway shall have a separate equipment grounding conductor installed.

3.3 CONNECTIONS

- A. General: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
 - 1. Use electroplated or hot-tin-coated materials to assure high conductivity and to make contact points closer in order of galvanic series.
 - 2. Make connections with clean, bare metal at points of contact.
 - 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
 - 4. Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.
 - 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- B. Equipment Grounding Conductor (EGC) Terminations: For 8 AWG and larger, use compression-type grounding lugs. 10 AWG and smaller grounding conductors may be terminated with wire nut connectors as specified in Division 26 Section, "Conductors and Cables".
- C. Non-Contact Metal Raceway Terminations: Where metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically non-continuous conduits at both entrances and exits with grounding bushings and bare grounding conductors, except as otherwise indicated.
- D. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. Where these requirements are not available, use those specified in UL 486A and UL 486B.

- E. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by manufacturer of connectors. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

END OF SECTION

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ELECTRICAL FIRESTOPPING
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SECTION 260528 - ELECTRICAL FIRESTOPPING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:
 - 1. Through-penetration firestopping in fire rated construction.
- B. Related items: Raceway seals and manufactured electrical devices: Refer to Division 26 Section, "Raceways and Boxes".

1.3 REFERENCES

- A. Underwriters Laboratories
 - 1. UL Fire Resistance Directory
 - a. Through-penetration firestop devices (XHCR)
 - b. Fire resistance rating (BXUV)
 - c. Through-penetration firestop systems (XHEZ)
 - d. Fill, void, or cavity material (XHHW)
- B. American Society for Testing and Materials Standards: ASTM E 814-88: Standard Test Method for Fire Tests of Through-Penetration Firestops.

1.4 DEFINITIONS

- A. Assembly: Particular arrangement of materials specific to given type of construction described or detailed in referenced documents.
- B. Barriers: Time-rated fire walls, time rated ceiling/floor assemblies and structural floors.
- C. Firestopping: Methods and materials applied in penetrations and unprotected openings to limit spread of heat, fire, gasses and smoke.
- D. Penetration: Opening or foreign material passing through or into barrier or structural floor such that full thickness of rated materials is not obtained.

- E. System: Specific products and applications classified and numbered by Underwriters Laboratories, Inc. to close specific barrier penetrations.
- F. Sleeve: Metal fabrication or pipe section extended through thickness of barrier and used to permanently guard penetration. Refer to Division 26 Section, "Common Work Results for Electrical" for sleeve requirements.

1.5 SYSTEM DESCRIPTION

A. Design Requirements

- 1. Fire-rated construction: Maintain barrier and structural floor fire resistance ratings including resistance to cold smoke at all penetrations, connections with other surfaces or types of construction, at separations required to permit building movement and sound or vibration absorption.

1.6 SUBMITTALS

- A. Submit in accordance with Division 01, unless otherwise indicated.
- B. Product Data: Manufacturer's specifications and technical data including the following:
 - 1. Detailed specification of construction and fabrication.
 - 2. Manufacturer's installation instructions.

1.7 QUALITY ASSURANCE

- A. Installer's qualifications: Firm experienced in installation or application of systems similar in complexity to those required for this project, plus the following:
 - 1. Acceptable to or licensed by manufacturer, State or local authority where applicable.
 - 2. At least 2 years experience with systems.
 - 3. Successfully completed at least 5 comparable scale projects using this system.
- B. Local and State regulatory requirements: Submit forms or acceptance for proposed assemblies not conforming to specific UL Firestop System numbers, or UL classified devices.
- C. Materials shall have been tested to provide fire rating at least equal to that of the construction.
- D. Manufacturer shall be a member of the International Firestop Council (IFC).

1.8 DELIVERY, STORAGE, AND HANDLING

A. Packing and shipping:

1. Deliver products in original unopened packaging with legible manufacturer's identification.
2. Coordinate delivery with scheduled installation date, allow minimum storage at site.

B. Storage and protection: Store materials in a clean, dry, ventilated location. Protect from soiling, abuse, moisture and freezing when required. Follow manufacturer's instructions.

1.9 PROJECT CONDITIONS

A. Existing conditions:

1. Verify existing conditions and substrates before starting work. Correct unsatisfactory conditions before proceeding.
2. Proceed with installation only after penetrations of the substrate and supporting brackets have been installed.

B. Environmental requirements:

1. Furnish adequate ventilation if using solvent.
2. Furnish forced air ventilation during installation if required by manufacturer.
3. Keep flammable materials away from sparks or flame.
4. Provide masking and drop cloths to prevent contamination of adjacent surfaces by firestopping materials.

1.10 GUARANTEE

- A. Submit copies of written guarantee agreeing to repair or replace joint sealers which fall in joint adhesion, extrusion resistance, migration resistance, or general durability or appear to deteriorate in any other manner not clearly specified by submitted manufacturer's data as an inherent quality of the material for the exposure indicated. The guarantee period shall be two years from date of substantial completion unless otherwise noted.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with requirements, manufacturers offering products that may be incorporated into the work include, but are not limited to, the following:

1. Hilti

2. 3M

3. Nelson

2.2 THROUGH-PENETRATION FIRESTOPPING OF FIRE-RATED CONSTRUCTION

- A. Systems of devices listed in the UL Fire Resistance Directory under categories XHCR and XHEZ may be used, providing that it conforms to the construction type, penetrate type, annular space requirements and fire rating involved in each separate instance, and that the system be symmetrical for wall applications. Systems or devices must be asbestos-free.
 - 1. Additional requirements: Withstand the passage of cold smoke either as an inherent property of the system, or by the use of a separate product included as a part of the UL system or device, and designed to perform this function.
 - 2. Acceptable manufacturers and products.
 - a. Those listed in the UL Fire Resistance directory for the UL System involved and as further defined in the "System and Applications Schedule" in Part 3 of this Section.
 - b. All firestopping products must be from a single manufacturer.

2.3 ACCESSORIES

- A. Fill, void or cavity materials: As classified under category XHHW in the UL Fire Resistance Directory.
- B. Forming materials: As classified under category XHKU in the UL Fire Resistance Directory.
- C. Sleeves: Minimum 24 MSG galvanized steel, 12-inch diameter or smaller steel pipe. Sleeve shall project ½-inch from each surface of the floor/wall. Size as recommended by firestop manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.
 - 1. Verify barrier penetrations are properly sized and in suitable condition for application of materials.
 - 2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean surfaces to be in contact with penetration seal materials of dirt, grease, oil, loose materials, rust, or other substances that may affect proper fitting, adhesion, or the required fire resistance.

3.3 INSTALLATION

- A. Install penetration seal materials in accordance with printed instructions of the UL Fire Resistance Directory and in accordance with manufacturer's instruction.
- B. Seal holes or voids made by penetrations to ensure an effective barrier.
- C. Protect materials from damage on surfaces subject to traffic.
- D. When large openings are created in walls or floors to permit installation of conduits, cable tray, or other items, close unused portions of opening with firestopping materials tested for the application.
- E. Provide sleeves the full thickness of the assembly being penetrated and cut sleeves to a length of 1-inch more than the overall thickness of the penetration, or as recommended by the firestop manufacturer.

3.4 FIELD QUALITY CONTROL

- A. Examine penetration sealed areas to ensure proper installation before concealing or enclosing areas.
- B. Keep areas of work accessible until inspection by applicable code authorities.
- C. Perform under this section patching and repairing of firestopping caused by cutting or penetration by other trades.

3.5 ADJUSTING AND CLEANING

- A. Clean up spills of liquid components.
- B. Neatly cut and trim materials as required.
- C. Remove equipment, materials and debris, leaving area in undamaged, clean condition.

3.6 SYSTEMS AND APPLICATION SCHEDULES*

PENETRATING ITEM	CONCRETE	GYPSUM	WOOD FLOOR/CEILING
Metal Pipe	CAJ1001 CP25S/L, CP25N/S CAJ1006 CS-195+, FS-195+ CAJ1007 FS-195+, 1-inch& 2-inch Wide CAJ1009 2000, 2000+, 2003 CAJ1010 2000, 2000+, 2003 CAJ1012 2000, 2000+, 2003	WL1001 CP 25 WL1002 FS-195+ WL1003 CP 25WB+,CP 25N/S WL1008 2000+ WL1009 2000+ WL1010 2000+	FC1002 CP 25 FC1003 2000,2000+,20003 FC1006 CP 25WB+

NCC Vocational Technical School District
Renovations to Howard High School of Technology
Bid Package "E"

November 8, 2016

PENETRATING ITEM	CONCRETE	GYPSUM	WOOD FLOOR/CEILING
	CAJ1013 2000, 2000+, 2003 CAJ1014 2000, 2000+, 2003 CAJ1015 2000, 2000+, 2003 CAJ1017 FD 150 CAJ1021 FD 150 CAJ1027 MPS-2+ CAJ1044 CP 25WB+ CAJ1052 CP 25S/L, CP 25N/S CAJ1058 2000, 2000+, 2003 CAJ1060 2000, 2000+, 2003 CAJ1063 2000, 2000+, 2003 CAJ1066 CP 25N/S, CP 25S/L, CP 25WB+ CAJ1091 CP 25N/S, CP 25S/L, CP 25WB+ CAJ1092 CP 25WB+ CAJ1112 FS-195+ CAJ1160 CP 25S/L, CP 25N/S CAJ1175 CP 25WB+ CAJ1176 CP 25WB+ CAJ1188 2000+ CBJ1020 CS-195+, FS-195+ CBJ1021 CS-195+, MPS-2+ CBJ1031 2001 CBJ1032 2001 FA1002 CP 25WB+ WJ1010 CP 25WB+ WJ1023 2001	WL1016 CP 25WB+ WL1017 CP 25WB+, CP 25N/S WL1032 CP 25WB+, CP 25N/S WL1036 FD 150 WL1037 CS-195+, FS-195+ WL1067 CP 25N/S WL1073 CP 25WB+ WL1080 MPS-2+ WL1082 2000+	
Non-Metallic	CAJ2001 FS-195+, 1-inch & 2-inch WIDE, PPD'S CAJ2002 FS-195+ CAJ2003 CS-195+, FS-195+ CAJ2005 FS-195+ CAJ2006 FS-195+ CAJ2013 FS-195+ CAJ2019 2000, 2000+, 2003 CAJ2027 FS-195+, CP 25N/S, CP 25S/L, CP 25WB+ CAJ2028 FS-195, MPS-2+ CAJ2029 FS-195+, PPD'S CAJ2030 CS-195+, FS-195+ CAJ2040 FS-195+, CP 25WB+ CAJ2044 FS-195+, CP 25N/S, CP 25S/L, CP 25 WB+ CAJ2090 FS-195+ CAJ2177 FS-195+, PPD'S FA2001 FS-195+, PPD'S FS2002 CS-195+, FS-195+, MPS-2+, PPD'S FA2011 FS-195+ WJ2012 FS-195+ 1-inch WIDE	WL2002 FS-195+, PPD'S WL2003 FS-195+ WL2004 FS-195+ WL2005 FS-195+ 4' WIDE WL2006 FS-195+ WL2013 FS-195+ WL2031 CS-195+, FS-195+ WL2032 CS-195+, FS-195+ WL2033 FS-195+ WL2073 FS-195+ 1-inch WIDE	FC2002 FS-195+, PPD'S FC2007 FS-195+, PPD'S FC2008 FS-195+ FC2009 FS-195+, PPD'S FC2024 FS-195+ FC2026 FS-195+ FC2028 FS-195+, 1' & 2-inch WIDE, PPD'S

PENETRATING ITEM	CONCRETE	GYPSUM	WOOD FLOOR/CEILING
Insulated Cable	CAJ3001 CP 25N/S, CP 25S/L CAJ3005 CS 195+, FS-195+ CAJ3007 2001 CAJ3009 2000, 2000+, 2003 CAJ3010 2000, 2000+, 2003 CAJ3011 2001 CAJ3014 FD 150 CAJ3015 FD 150 CAJ3021 MPS-2+ CAJ3029 2000, 2000+, 2003 CAJ3030 CP 25WB+ CAJ3031 CP 25N/S, CP 25S/L CAJ3041 2000, 2000+, 2003 CAJ3044 CS-195+, FS-195+ CAJ3058 FS-195+, MPS-2+ CAJ3071 CP 25N/S, CP 25S/L CAJ3074 CP 25N/S, CP 25S/L CAJ3075 2001 CAJ3080 CP 25WB+ CBJ3016 CS-195+, FS-195+ CBJ3017 CS-195+, MPS-2+ FA3001 CP 25WB+ FB3004 CS-195+, MP WJ3015 2001 WJ3016 2001	WL3001 CP 25, MPS-2+ WL3008 2000+ WL3009 2000+ WL3015 CP 25WB+, CP 25N/S WL3022 2000+ WL3030 FS-195+ WL3031 MPS-2+ WL3032 CP 25WB+ WL3041 2000+ WL3051 CP 25N/S WL3056 CP25N/S WL3062 CP 25WB+	FC3001 CP 25S/L, CP 25N/S FC3002 2000+ FC3003 2000, 2000+, 20003 FC3007 CP 25WB+, MPS-2+ FC3008 FS-195+
Mixed Penetrating Items Combos	CAJ8001 CS-195+ FS-195+ CAJ8003 2000, 2000+, 20003 CAJ8004 2000, 2000+, 20003 CAJ8006 2001 CAJ8013 FS-195+, CP 25 CBJ8004 CS-195, FS-195+ CBJ8005 CS-195+, MPS-2+ CBJ8008 2001 FA8001 FS-195+, CP 25WB+	WL8002 CS-195+, FS-195+	

* Underwriter's Laboratories, Inc., Fire Resistance Directory.

END OF SECTION

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SECTION 260529
HANGERS AND SUPPORTS
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SECTION 260529 – HANGERS AND SUPPORTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary General Conditions and Division 01 Specification Sections, apply to this Section.
- B. Requirements of the following Sections apply to this Section:
 - 1. Division 26 Section, "Common Work Results for Electrical" for general installation requirements.

1.2 SUMMARY

- A. This Section includes secure support from the building structure for electrical items by means of hangers, supports, anchors, sleeves, inserts, seals, and associated fastenings.
- B. Provide equipment supports consisting of structural members, hangers, rods, racks, and incidental materials.
- C. Provide all labor, supervision, and fabrication. Design and construct supporting structures of strength to safely withstand stresses to which they may be subjected and to properly distribute the load and impact over building areas. Provide all engineering and fabrication as required for installation of support system.
- D. Provide hangers, clamps, anchors, inserts, supports, supplementary steel framing, and hardware of the proper size and load capacity to support electrical equipment and raceways, whether indicated on the drawings or not.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with conditions of Contract and Division 01 Specification Sections.
- B. Product data for each type of product specified.

1.4 QUALITY ASSURANCE

- A. Electrical Component Standard: Components and installation shall comply with NFPA 70 *National Electrical Code*.
- B. Electrical components shall be listed and labeled by UL, ETL, CSA, or other approved, nationally recognized testing and listing agency that provides third-party Certification follow-up services.

- C. Installation Standard: Installation shall meet or exceed the National Electrical Contractors Association (NECA) Standard of Installation.
- D. Manufacturer's Qualifications:
 - 1. The Manufacturer shall not have had less than ten years' experience in manufacturing Strut Support Systems.
 - 2. The Manufacturer must certify in writing all components supplied have been produced in accordance with an established quality assurance program.
- E. All Strut Support System components must be supplied by a single manufacturer.
- F. Standards:
 - 1. Work shall meet the requirements of the following standards:
 - a. Federal, State and Local Codes.
 - b. American Iron and Steel Institute (AISI) Specification for the Design of Cold-Formed Steel Structural Members.
 - c. American Society for Testing and Materials (ASTM).
 - d. Underwriters Laboratories (UL).
 - e. National Electrical Code (NEC).

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. All material is to be delivered to the work site in original factory packaging to avoid damage to the finish.
- B. Upon delivery to the work site, all components shall be protected from the elements by a shelter or other covering.

1.6 GUARANTEE

- A. Separate guarantees shall be issued from the erector and manufacturer, valid for a period of one year against any defects that may arise from the installation or manufacture of the Strut Support System components.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:

1. Slotted Metal Angle and U-Channel Systems:

- a. American Electric, Kindorf
- b. Alstrut
- c. Unistrut Diversified Products
- d. Power-Strut
- e. Thomas & Betts

2.2 COATINGS

- A. Dry, Interior Locations: Supports, support hardware, and fasteners shall be protected with zinc coating or with treatment of equivalent corrosion-resistance using approved alternative treatment, finish, or inherent material characteristic. All products installed in dry interior locations shall be hot-dip galvanized, unless otherwise noted.
- B. Damp or Wet Locations: Supports, support hardware, and fasteners installed in damp or wet locations, including exterior locations, shall be stainless steel.

2.3 MANUFACTURED SUPPORTING DEVICES

- A. Raceway Supports: Clevis hangers, riser clamps, conduit straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring steel clamps.
- B. Fasteners: Types, materials, and construction features, as follows:
 - 1. Expansion Anchors - Carbon steel wedge or sleeve type.
 - 2. Toggle Bolts - All steel springhead type.
 - 3. Power-Driven Threaded Studs - Heat-treated steel, designed specifically for the intended application.
- C. U-Channel Systems: Sixteen-gauge channels with 9/16-inch-diameter holes at a minimum of eight inches on center in top surface. Provide fittings and accessories that mate and match with U-channel and are of the same manufacturer.

2.4 ANCHOR METHODS

- A. Hollow Masonry: Toggle bolts or plastic conical type expansion anchors.
- B. Solid Masonry: Lead expansion anchors or preset inserts.
- C. Metal Surfaces: Machine screws, bolts, or welded studs.

- D. Wood Surfaces: Wood screws.
- E. Concrete Surfaces: Self-drilling anchors or power-driven studs.

PART 3 EXECUTION

3.1 EXAMINATION

- A. The installer shall inspect the work area prior to installation. If work area conditions are unsatisfactory, installation shall not proceed until satisfactory corrections are completed.

3.2 INSTALLATION

- A. Set Strut System components into final position true to line, level and plumb, in accordance with approved Shop Drawings.
- B. Anchor material firmly in place. Tighten all connections to their recommended torques.
- C. Install supporting devices to fasten electrical components securely and permanently in accordance with NEC requirements.
- D. Coordinate with the building structural system and with other electrical installation.
- E. Raceway Supports: Comply with the NEC and the following requirements:
 - 1. Conform to manufacturer's recommendations for selection and installation of supports.
 - 2. Strength of each support shall be adequate to carry present and future load multiplied by a safety factor of at least four. Where this determination results in a safety allowance of less than 200 pounds, provide additional strength until there is a minimum of 200 pounds safety allowance in the strength of each support.
 - 3. Install individual and multiple (trapeze) raceway hangers and riser clamps as necessary to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assembly and for securing hanger rods and conduits.
 - 4. Support parallel runs of horizontal raceways together on trapeze-type hangers.
 - 5. Support individual horizontal raceways by separate pipe hangers. Spring steel fasteners may be used in lieu of hangers only for 1-1/2-inch and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings only. For hanger rods with spring steel fasteners, use 1/4-inch-diameter or larger threaded steel. Use spring steel fasteners that are specifically designed for supporting single conduits or tubing.

-
6. Space supports for raceways in accordance with Table I of this Section. Space supports for raceway types not covered by the above in accordance with NEC.
 7. Support exposed and concealed raceway within one foot of an unsupported box and access fittings. In horizontal runs, support at the box and access fittings may be omitted where box or access fittings are independently supported and raceway terminations are not made with chase nipples or threadless box connectors.
 8. In vertical runs, arrange support so the load produced by the weight of the raceway and the enclosed conductors is carried entirely by the conduit supports with no weight load on raceway terminations.
- F. Miscellaneous Supports: Support miscellaneous electrical components as required to produce the same structural safety factors as specified for raceway supports. Install metal channel racks for mounting disconnects, light fixtures, and other devices.
- G. Fastening: Unless otherwise indicated, fasten electrical items and their supporting hardware securely to the building structure, including, but not limited to conduits, raceways, boxes, disconnect switches, and control components in accordance with the following:
1. Fasten by means of toggle bolts on hollow masonry units, concrete inserts or expansion bolts on concrete or solid masonry, and machine screws, welded threaded studs, or spring-tension clamps on steel. Threaded studs driven by a powder charge and provided with lock washers and nuts may be used instead of expansion bolts and machine screws. Do not weld conduit, pipe straps, or items other than threaded studs to steel structures.
 2. Holes cut to depth of more than 1-1/2 inches in reinforced concrete beams or to depth of more than 3/4-inch in concrete shall not cut the main reinforcing bars. Fill holes that are not used.
 3. Ensure that the load applied to any fastener does not exceed 25 percent of the proof test load. Use vibration-and shock-resistant fasteners for attachments to concrete slabs.
- H. General Supporting Installations:
1. Provide appropriate concrete anchors for hanger rods. Rods shall be screwed into or extended through frame construction (with washer and nut). Supports shall secure conduit in place, and shall prevent vibration, provide for expansion and contraction and shall make neat appearance. Strap hangers or chains are not permitted.
 2. Electrical raceways 1-1/2-inches and smaller shall be secured with 1-hole malleable iron straps or brackets to walls. Trapeze supports shall be used for groups or parallel raceways with raceways secured to trapeze with approved clamps. Individual runs of raceways 2-inches and larger shall be supported by Clevis type hangers.
 3. Provide all supports for all equipment provided under this Division.

4. Electrical raceway supports to be spaced on the following maximum centers, unless otherwise required by the NEC:
 - a. 3/4-inch to 1-inch conduit - 8 feet
 - b. 1-1/4-inch and larger conduit - 10 feet
5. Provide additional hangers or steel members to distribute the load among two or more structural members when required or directed.

I. Locations:

1. Anchor bolts, sleeves, inserts, hangers, and supports required for the electrical work shall be furnished and installed under Division 26.
2. Coordinate with other trades the location of anchors, sleeves, inserts, and supports and insure that they are properly installed.
3. Openings and sleeves shall be set true to line, level, plumb, and position and shall be set true to line, level, plumb, and position and shall be so maintained during construction. Where sleeves and openings are provided in poured concrete, inspect same during and after concrete is poured to insure proper position and correct any deviation.

J. Hangers and Supports:

1. Provide hangers, angles, channels, and other supports required by field conditions to install items of electrical equipment. Design of supports and methods of fastening to building structure shall be acceptable to the Owner.
2. Use of power-actuated fasteners and devices is permitted in the vertical surfaces of the building only with the following requirements.
 - a. For fastening conduits 1-1/2-inch and smaller and lighting fixtures 50 lbs or less.
 - b. Load capacity per manufacturers' recommendations.
 - c. Fasteners shall be located in the thickest part of the slab.
 - d. Devices shall comply with OSHA requirements.
3. Use of lead shield expansion anchors is not permitted.
4. No electrical items shall rest on, or depend for support on suspended ceiling media (tiles, lath, plaster, splines, etc.).

5. In spaces with suspended ceilings, support conduits directly from structural slabs, decks (or framing members). Do not support conduits on ceiling suspension members.
6. Provide weight-distribution facilities, where required so as not to exceed the load bearing capabilities of floor or walls that bear the weight of, or support, electrical items.
7. For point-of-attachment weight of 100 lbs. or less, fasten items as follows:
 - a. On wood, use wood screws.
 - b. On concrete and solid masonry that is already in place, use self-drilling concrete anchors or expansion bolt and couplings.
 - c. On hollow construction, use toggle bolts.
 - d. On structural steel, use beam clamps.
8. For point-of-attachment weights from 100 lbs. to 300 lbs., provide supports as follows:
 - a. At cast-in-place concrete slabs, use concrete inserts in bottom of slab, with 8" slip-through steel rods set transverse to the reinforcing steel.
 - b. At concrete slab already in place, uses 16-inches x 8-inches x ½-inch steel plates at the top of the slab, with through-bolts welded in place. The plates shall be chased in and grouted flush, where no fill is to be applied.
9. Trapeze type hangers may be used where several conduits are to be installed at the same elevation. The spacing of such trapeze hangers shall be in accordance with the NEC for the smallest conduit in the run.

K. Inserts:

1. Inserts for surface-mounted items shall be suitable for the composition of the slab, wall, or structure on which installation is to be made.

L. TABLE I: SPACING FOR RACEWAY SUPPORTS

TABLE I: SPACING FOR RACEWAY SUPPORTS				
Raceway Size (Inches)	No. of Conductors in Run	Location	PVC & RGS (Ft.)	EMT (Ft.)
		HORIZONTAL RUNS		

1/2, 3/4	1 or 2	Flat ceiling or wall.	5	5
1/2, 3/4	1 or 2	Where it is difficult to provide supports except at intervals fixed by the building construction.	7	7
1/2, 3/4	3 or more	Any location.	7	7
1/2 - 1	3 or more	Any location.		
1 & larger	1 or 2	Flat ceiling or wall.	6	6
1 & larger	1 or more	Where it is difficult to provide supports except at intervals fixed by the building construction.	10	10
1 & larger	3 or more	Any location.	10	10
Any	---	Concealed.	10	10
		VERTICAL RUNS		
1/2, 3/4	---	Exposed.	7	7
1, 1-1/4	---	Exposed.	8	8
1-1/2 & larger	---	Exposed.	10	10
Up to 2	---	Shaftway.	14	10
2-1/2	---	Shaftway.	16	10
3 & larger	---	Shaftway.	20	10
Any	---	Concealed.	10	10
Abbreviations:	EMT	Electrical Metallic Tubing		
	RGS	Rigid Galvanized Steel		

3.3 CLEANUP

- A. Upon completion of this Section of work, remove all protective wraps and debris. Repair any damage due to installation of this section of work.

3.4 PROTECTION

- A. During installation, protect this work from damage.

- B. Upon completion of this scope of work, it shall become the responsibility of the General Contractor to protect this work from damage during the remainder of construction on the project and until substantial completion.

END OF SECTION

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SECTION 260533
RACEWAYS AND BOXES
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SECTION 260533 - RACEWAYS AND BOXES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary General Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related Sections include the following:
 - 1. Division 26 Section "Conductors and Cables" for conductors installed in raceways and boxes and conductor terminations.
 - 2. Division 26 Section "Electrical Firestopping" for requirements for firestopping at penetrations through walls and floors that are fire barriers.
 - 3. Division 26 Section "Hangers and Supports" for raceways and box supports.
 - 4. Division 26 Section "Wiring Devices" for devices installed in boxes.

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.
 - 1. Raceways include the following:
 - a. EMT
 - b. FMC
 - c. LFMC
 - d. RGS
 - e. Wireways
 - 2. Boxes, enclosures, and cabinets include the following:
 - a. Device boxes
 - b. Outlet boxes
 - c. Pull and junction boxes
 - 3. Miscellaneous Products include the following:
 - a. Bushings

1.3 DEFINITIONS

- A. EMT: Electrical Metallic Tubing.
- B. FMC: Flexible Metal Conduit.

C. LFMC: Liquidtight Flexible Metal Conduit.

D. RGS: Rigid Galvanized Steel Conduit.

1.4 SUBMITTALS

A. Product Data: For raceways, wireways and fittings, hinged-cover enclosures, and cabinets.

B. Shop Drawings: Include layout drawings showing components and wiring for nonstandard boxes, enclosures, and cabinets.

1.5 QUALITY ASSURANCE

A. Listing and Labeling: Provide raceways and boxes specified in this Section that are listed and labeled.

1. The Terms "Listed" and "Labeled": As defined in NFPA 70, Article 100.

2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" as defined in OSHA Regulation 1910.7.

B. Comply with NECA's "Standard of Installation" and NECA 101 "Recommended Practice for Installing Steel Conduits".

C. Comply with NFPA 70.

1.6 COORDINATION

A. Coordinate layout and installation of raceways and boxes with other construction elements to ensure adequate headroom, working clearance, and access.

B. Verify routing and termination locations of conduits and boxes prior to rough-in.

C. Conduit routing shown on Drawings is only approximate and diagrammatic. Route conduits as required for a complete conduit and wiring system.

D. Coordinate final locations, mounting heights, and orientation of all outlet boxes.

1.7 PROJECT RECORD DOCUMENTS:

A. Accurately record routing of all concealed conduits. Record actual routing of all new feeder conduits. Indicate actual locations and mounting heights of outlet boxes, pull and junction boxes, branch circuits, arrangements, etc.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Metal Conduit and Tubing:
 - a. Allied Tube & Conduit Corporation.
 - b. Anamet, Inc.; Anaconda Metal Hose.
 - c. AFC/Monogram Company.
 - d. Carol Cable Co., Inc.
 - e. Cole-Flex Corp.
 - f. Electri-Flex Co.
 - g. Flexcon, Inc.; Coleman Cable Systems, Inc.
 - h. Grinnell Co.; Allied Tube and Conduit Div.
 - i. Monogram Co.; AFC.
 - j. Spiraduct, Inc.
 - k. Triangle PWC, Inc.
 - l. Wheatland Tube Corporation
 2. Conduit Bodies and Fittings:
 - a. American Electric; Construction Materials Group.
 - b. Crouse-Hinds; Div. of Cooper Industries.
 - c. Emerson Electric Co.; Appleton Electric Co.
 - d. Hubbell, Inc.; Killark Electric Manufacturing Co.
 - e. Lamson & Sessions; Carlon Electrical Products.
 - f. O-Z/Gedney; Unit of General Signal.
 - g. Scott Fetzer Co.; Adalet-PLM.
 - h. Spring City Electrical Manufacturing Co.
 - i. Thomas & Betts Corporation.
 3. Metal Wireways:
 - a. Hoffman Engineering Co.
 - b. Keystone/Rees, Inc.
 - c. Square D Co.
 4. Boxes, Enclosures, and Cabinets:
 - a. American Electric; FL Industries.
 - b. Butler Manufacturing Co.; Walker Division.
 - c. Crouse-Hinds; Div. of Cooper Industries.
 - d. Electric Panelboard Co., Inc.
 - e. Erickson Electrical Equipment Co.
 - f. Hoffman Engineering Co.; Federal-Hoffman, Inc.
 - g. Hubbell Inc.; Killark Electric Manufacturing Co.
 - h. Hubbell Inc.; Racor, Inc.

- i. Lamson & Sessions; Carlon Electrical Products.
- j. O-Z/Gedney; Unit of General Signal.
- k. Parker Electrical Manufacturing Co.
- l. Robroy Industries, Inc.; Electrical Division.
- m. Scott Fetzer Co.; Adalet-PLM.
- n. Spring City Electrical Manufacturing Co.
- o. Thomas & Betts Corp.
- p. Woodhead Industries, Inc.; Daniel Woodhead Co.

2.2 METAL CONDUIT AND TUBING

- A. Rigid Galvanized Steel Conduit: ANSI C80.1 and UL 6.
- B. EMT and Fittings: Hot galvanized steel O.D. with an organic corrosion-resistant I.D. coating. Listed to UL Safety Standard 797 and manufactured in accordance with ANSI C80.3.
 - 1. Fittings: Compression type, NEMA FB1.
- C. FMC: Zinc-coated steel.
- D. LFMC: Flexible steel conduit with PVC jacket.
- E. Fittings: NEMA FB 1; compatible with conduit/tubing materials.

2.3 METAL WIREWAYS

- A. Material: Sheet metal sized and shaped as indicated.
- B. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- C. Select features, unless otherwise indicated, as required to complete wiring system and to comply with NFPA 70.
- D. Wireway Covers: Screw-cover type.
- E. Finish: Manufacturer's standard enamel or galvanized finish for dry interior locations. Stainless steel for wet locations.

2.4 OUTLET AND DEVICE BOXES

- A. Sheet Metal Boxes: NEMA OS 1, galvanized flat-rolled sheet steel.
- B. Cast-Metal Boxes: NEMA FB 1, Type FD, cast box, deep type, with gasketed cover, and threaded hubs.

- C. Outlet Box Accessories: Provide outlet box accessories as required for each installation, including corrosion-resistant screws, mounting brackets, wallboard hangers, extension rings, fixture studs, cable clamps, and metal straps for supporting outlet boxes which are compatible with outlet boxes being used and fulfilling requirements of individual wiring situations.
- D. Nonmetallic: NEMA OS2.

2.5 PULL AND JUNCTION BOXES

- A. Small Sheet Metal Boxes: NEMA OS 1, galvanized flat-rolled sheet steel.
- B. Sheet metal boxes over 12" in any dimension shall comply with the requirements of Article "Enclosures and Cabinets" of this Section.
- C. Boxes for Outdoor and Wet Locations: Flat flanged, surface-mounted, UL listed as raintight, galvanized cast iron box and cover with neoprene gasket and stainless steel cover screws.

2.6 BOX EXTENSIONS

- A. Where more than one box is needed to flush out installation, provide a large (i.e., 6" x 6") box to flush out the existing box and nipple over to a new box.

2.7 BUSHINGS

- A. Bushings shall be self-extinguishing thermoplastic type with 105°C (minimum) temperature rating.
- B. Bushings with grounding lugs shall be malleable iron body with 105 degrees C (minimum) insulating ring. Insulating material shall be locked in place and non-removable.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive raceways, boxes, enclosures, and cabinets for compliance with installation tolerances and other conditions affecting performance of raceway installation. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 RACEWAY AND BOX REQUIREMENTS

- A. Conduit Application Schedule:

APPLICATION	CONDUIT TYPE	REMARKS
Exposed exterior locations.	RGS	Use threaded or rain-tight fittings and stainless steel hardware.
Damp/Wet interior locations.	RGS	Use threaded or rain-tight fittings and stainless

APPLICATION	CONDUIT TYPE	REMARKS
		steel hardware.
Exposed dry interior locations	EMT	
Equipment connections in dry interior locations.	FMC (e.g. Greenfield)	Short lengths only (maximum 6 feet).
Equipment connections in exterior locations.	LFMC (e.g. Sealtite)	Short lengths only (maximum 6 feet). Use threaded or rain-tight fittings and stainless steel hardware.
Concealed in dry wall construction.	EMT	MC cable may be used for branch circuit wiring 10 AWG and smaller
Concealed above suspended ceilings.	EMT	MC cable may be used for branch circuit wiring 10 AWG and smaller
Concealed in masonry walls.	EMT	

B. General Requirements

1. Aluminum conduit is prohibited.
2. Conduits shall slope from entrance equipment toward outside of building.

C. Fittings:

1. All fittings to match conduit material and to be suitable for the purpose intended. Join conduit with fittings designed and approved for the purpose and make joints tight.
2. Provide UL listed compound filled sealing fittings for NEC-required locations, for conduits passing from interior to exterior, and at the interface of widely different space temperatures such as refrigeration or cold storage rooms where conduits pass from warm locations to cool locations, such as the boundaries of air conditioned spaces and non-conditioned air spaces. For concealed conduits, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.
3. Provide expansion fittings with bonding jumpers where conduits cross expansion joints or where otherwise required to compensate for thermal expansion and contraction. Provide expansion fittings in each straight uninterrupted run of surface-mounted conduit, both horizontal and vertical, in excess of 200 feet. Distance between fittings shall not exceed 200 linear feet. The Contractor shall refer to the Architectural Drawings for expansion joint locations.
4. Fasten rigid steel conduit with threaded galvanized steel fittings, double locknuts, and insulated bushings. Insulated bushings shall be OZ/Gedney type "B", or equal.
5. Fasten EMT conduit with concrete-tight or rain-tight compression fittings made from zinc-plated steel. Fittings using set screw or indentations as a means of attachment or made from cast "white metal" are prohibited. All connectors shall have insulated throats.

6. Fasten liquid-tight conduit with fittings incorporating a threaded ferrule, nylon sealing ring, and steel or malleable iron compression nut and body. Furnish Crouse Hinds metallic liquid-tight fittings, or equal.
7. Fasten Flexible Metallic Conduit (FMC) with Thomas & Betts (T&B) "Tite-Bite" insulated connectors, or equal.
8. Watertight fittings shall use a copper base anti-corrosive conductive compound. Provide watertight fittings for conduits in damp or wet locations.

D. Box Locations:

1. Electrical boxes shall accommodate wire pulling, splices, taps, equipment connections and Code compliance.
2. Coordinate access doors as required to provide access to boxes in hard ceilings and similar inaccessible areas.

E. Outlet Boxes:

1. Outlet boxes for dry interior locations and for concealed work shall be zinc-coated or cadmium-plated sheet steel boxes suitable for the service and type outlet.
2. Boxes and conduit fittings for damp or wet locations and exposed locations subject to damage shall be NEMA 4 cast-aluminum, cast steel or cast iron type with gasketed cover plates and threaded hubs for conduit entrance.
3. Extra large boxes shall be provided in accordance with the National Electrical Code where necessary to prevent crowding of wire in the box.
4. Plastic boxes and cast "white metal" boxes classified as NEMA 4 will not be acceptable.
5. All outlet boxes used for supporting fixtures shall be furnished with malleable iron fixture studs of "no-bolt" type secured by locknut.
6. All boxes, whether outlet, junction, pull, or equipment, shall be furnished with appropriate covers.
7. No sectionalized boxes shall be used.
8. Provide factory-made knockout closures for unused openings in outlet boxes.
9. Provide blank coverplates for all unused boxes.

F. Junction and Pull Boxes:

1. Junction and pull boxes shall be furnished and installed as shown or where required to facilitate pulling of wires or cables. Such boxes shall be installed in accessible locations. All boxes for concealed work shall be constructed of 12 gauge USS galvanized sheet steel minimum, unless otherwise specified or indicated and provided with mounting brackets and flat screw covers secured in position by round head brass or stainless steel 300 grade machine screws. Boxes for exterior work shall be cast aluminum or galvanized cast iron type with threaded hubs unless otherwise directed. Gasketed cover plates shall be furnished for outdoor installation.
2. Provide barrier (separators) where different system voltages share the same box.
3. Wherever possible, locate pull and junction boxes above accessible ceilings in finished areas.
4. Pull or junction boxes shall be supported independently of conduit.

3.3 INSTALLATION OF RACEWAYS

- A. Install raceways, boxes, enclosures, and cabinets as indicated, according to manufacturer's written instructions.
- B. Furnish and install a separate and independent raceway system as shown on the Drawings for each of the various wiring systems including, but not limited to, the following:
 - Control Wiring
 - Fire Alarm System
 - Power 120/208 volt
 - Power 277/480 volt
- C. All raceway systems shall be completely wired as specified herein, shown on drawings and/or required for satisfactory operation of the various systems.
- D. Raceways, generally, shall be concealed conduit as specified herein. Where wiring troughs are required or used to facilitate the wiring installation, they shall be equal to Square D Company's Square-Duct and fittings, with hinged cover arranged for total removal, all finished in baked enamel and all components U/L listed. The gutters shall be of ample size to accommodate conductors therein and as required by the NEC.
- E. Support all conduit not embedded in concrete or masonry such that strain is not transmitted to outlet boxes and pull/junction boxes, etc. Supports to be sufficiently rigid to prevent distortion of conduits during wire pulling.
- F. Minimum Raceway Size:
 1. 3/4-inch trade size (DN21)

-
- G. Conceal conduit and EMT, unless otherwise indicated, within finished walls, ceilings, and floors.
 - H. Electrical Metallic Tubing (EMT) shall be used for the following unless otherwise indicated:
 - 1. Branch circuits for receptacles and power concealed in:
 - a. Dry wall construction.
 - b. Hard ceilings, e.g. gypsum, etc.
 - c. Masonry walls.
 - 2. Exposed in equipment room areas as needed to serve fixed equipment.
 - 3. Circuits for communication and signaling concealed in:
 - a. Dry wall construction.
 - b. Hard ceilings, e.g. gypsum, etc...
 - I. Rigid Galvanized Steel Conduit (RGS) shall be used for the following, unless otherwise indicated:
 - 1. Branch circuits for receptacles and power, installed exposed in areas subject to physical damage.
 - 2. Circuits for communication and signaling exposed in areas subject to physical damage.
 - J. Communications, ATC (Automatic Temperature Control), and Fire Alarm system wiring shall be installed in raceways within partitions, terminated 8" above ceiling.
 - K. Wiring above ceiling shall be plenum rated cable, where required by Code.
 - L. Wiring installed concealed above hard ceilings and exposed in areas with no ceilings shall be installed in conduit.
 - M. Conduit shall be run concealed wherever possible, within walls, ceilings, or floors, unless otherwise indicated or specified. Where exposed conduits runs are shown or required, they shall be run parallel to building construction and shall be suitably supported at required intervals.
 - N. Conduit may be run exposed in Mechanical Equipment rooms, Electrical rooms, and where necessary in Storage rooms and unfinished areas. Where conduit is run exposed, it shall be run as close as possible to walls and ceilings and shall not interfere with equipment, ductwork and piping.

- O. Keep raceways at least 12 inches (300 mm) away from parallel runs of flues, steam or hot-water pipes and other hot surfaces above 77 degrees F. Install horizontal raceway runs above water and steam piping.
- P. Install raceways level and square and at proper elevations. Provide adequate headroom.
- Q. Complete raceway installation before starting conductor installation.
- R. Support raceways as specified in Division 26 Section "Hangers and Supports". Arrange supports to prevent misalignment during wiring installation.
- S. Use capped bushings or "push-penny" plugs to prevent foreign matter from entering the conduit system during construction. Clean and plug or cap all conduits left empty for future use.
- T. Make bends and offsets so the inside diameter is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.
- U. Use raceway fittings compatible with raceways and suitable for use and location. For intermediate steel conduit, use threaded rigid steel conduit fittings, unless otherwise indicated.
- V. Run concealed raceways, with a minimum of bends, in the shortest practical distance considering the type of building construction and obstructions, unless otherwise indicated.
- W. Install exposed raceways parallel to or at right angles to nearby surfaces or structural members, and follow the surface contours as much as practical.
- X. Run parallel or banked raceways together, on common supports where practical.
- Y. Make bends in parallel or banked runs from same centerline to make bends parallel. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
- Z. Join raceways with fittings designed and approved for the purpose and make joints tight.
 - 1. Make raceway terminations tight. Use bonding bushings or wedges at connections subject to vibration. Use bonding jumpers where joints cannot be made tight.
 - 2. Use insulating bushings to protect conductors.
- AA. Tighten set screws of threadless fittings with suitable tools.
- BB. Install pull wires in empty raceways. Use 14 AWG zinc-coated steel or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of the pull wire.

- CC. Lubricants for pulling wires shall be approved for use with the types of wire and conduit installed.
- DD. Install no more than equivalent of three 90° bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2 inches (50 mm) in size.
- EE. Avoid moisture traps; provide junction box with drain fittings at low points in conduit system.
- FF. Die-cast fittings of pot metal will not be accepted.
- GG. Conduits shall be free of any burrs, foreign objects, and water prior to conduit installation.
- HH. Conduit placed against concrete or masonry above ground shall be fastened to the concrete or masonry with pipe straps or one screw clamp attached to the concrete by means of expansion screw anchors and screws. "Caddy Clip" type hangers or straps will be permitted only in non-exposed areas and restricted to 3/4" conduit.
- II. Rigid conduit or Electrical Metallic Tubing (EMT) shall not be strapped or fastened to equipment subject to vibration or mounted on shock-absorbing bases.
- JJ. Conduit shall be installed in such manner as to ensure against the collection of trapped condensation, and runs of conduit shall be without traps wherever possible. Drill 1/8" diameter weep holes where necessary.
- KK. Conduits run to and from cabinets shall be run neatly, in accurate manner and shall emerge from the floors and ceilings at right angles thereto.
- LL. Conduits and other electrical items shall not be fastened to, or supported from ventilating ducts but shall be separately supported. The method of supporting and details of the supporting members shall be reviewed by the Owner's Representative. In no case shall screws penetrate the sheet metal of the ducts.
- MM. Exposed conduit run on surface shall be supported according to Code and within three feet of each outlet, junction box, or cabinet, by galvanized malleable conduit clamps and clamp backs. Suspended conduits shall be supported every five feet by conduit hangers and round rods, or where two or more conduits are run parallel, by trapeze hangers suitably braced to prevent swaying.
- NN. Screws for all exposed work shall be stainless steel, unless otherwise noted.
- OO. Zinc coated galvanized steel screws may be used for interior dry locations only.
- PP. No running threads shall be cut or used.
- QQ. Conduits which are installed at this time and left empty for future use and which are five feet or more in length, including all telephone and communication conduits shall have a non-

ferrous, 600 lb. tensile strength drag line left in place for future use. All empty conduits including conduit stubs shall be tagged at all exposed ends with tags identifying the location of the end of the conduit.

3.4 INSTALLATION OF BOXES

- A. Provide grounding connections for raceway, boxes, and components as indicated and instructed by manufacturer. Tighten connectors and terminals, including screws and bolts, according to equipment manufacturer's published torque-tightening values for equipment connectors.
- B. Provide junction boxes, pull boxes, cable support boxes, and wireways as required for proper installation of the electrical work. Covers shall be accessible. Small junction boxes shall be similar to outlet boxes. Provide barriers (separators) where different system voltage wires share the same box.
- C. Pull boxes, cable support boxes, and large junction boxes for indoor use shall be made of Code gauge steel or no less than 12 gauge. Covers shall be held in place with zinc-coated galvanized steel screws. Paint interior and exterior surfaces with rust-inhibitive paint. (Pull boxes and covers shall be hot-dipped galvanized.)
- D. Boxes located outdoors and in damp or wet locations shall be cast metal or alloy, fitted with screw-fastened covers and gaskets, and with threaded conduit connections. Fasteners shall be stainless steel.
- E. Pull boxes shall be installed at all necessary points to facilitate pulling of wires and to prevent injury to the insulation or other damage that might result from pulling resistance or for other reasons necessary for proper installation. Pull box locations shall be approved by the Owner's representative prior to installation.
- F. Where boxes are used in connection with exposed conduit, plain covers attached to the box with a suitable number of countersunk flat head machine screws shall be used.
- G. Pull boxes with barriers shall have a single cover plate and the barriers shall be of the same gauge as the pull box.
- H. Exposed pull boxes will not be permitted in finished spaces.
- I. Location of pull boxes shall be coordinated with piping, ductwork, and other equipment so as to permit sufficient clearance for maintenance and access.
- J. Outlet boxes and covers shall be of proper Code size for the number of wires and/or conduits passing through or terminating therein, but in no case shall any box be less than 4" square.
- K. Each circuit in each pullbox shall be marked with a tag guide denoting panels to which they connect.
- L. Outlet boxes shall be provided with suitable plaster rings and covers or plates.

- M. Unused knockout holes shall remain closed and those opened by error shall be closed with approved factory-made knock-out seals.
- N. Outlet boxes installed in plenum ceilings shall be in accordance with applicable codes.
- O. Outlet boxes shall be installed true and plumb so that the covers or plates will be level and at uniform elevations for the types of outlets contained.
- P. Outlet box locations as indicated shall be considered to be approximate only. Determine exact locations from architectural details or from field instructions and coordinate outlet box locations with the work of other trades.
- Q. Install junction and pull boxes to be accessible.
- R. Locations of junction and pull boxes requiring access panels shall be reviewed by the Owner's Representative.

3.5 INSTALLATION OF TERMINATIONS

- A. Where raceways are terminated with lock nuts and bushings, align the raceway to enter squarely, and install the lock nuts with dished part against the box. Where terminations cannot be made secure with one lock nut, use two lock nuts, one inside and one outside of the box.
- B. Where terminating in threaded hubs, screw the raceway or fitting tight into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align the raceway so the coupling is square to the box, and tighten the chase nipple so no threads are exposed.
- C. Open ends shall be capped with approved manufactured conduit seals as soon as installed and kept capped until ready to pull in conductors.
- D. Where conductors enter a raceway, cabinet, pull box, and junction box, the conductors shall be protected by an insulated bushing providing a smoothly rounded surface.
- E. Double lock nuts shall be used at termination of rigid conduit in knock-out openings.
- F. Ends of conduits shall be equipped with insulating bushings for 1" and smaller, and insulated metallic bushings for 1-1/4" and larger. Ends of conduit shall be temporarily capped prior to installation and during construction to exclude foreign material.

3.6 FLEXIBLE CONNECTIONS

- A. Provide Flexible Metal Conduit (FMC), e.g. Greenfield, in short lengths (maximum 6 feet) for the final connection of equipment in dry interior locations.

- B. Provide Liquidtight Flexible Metal Conduit (LFMC), e.g. Sealtite, in short lengths (maximum 6 feet) for the final connection of equipment in damp or wet locations as defined in Division 26 Section "Common Work Results for Electrical".
- C. Grounding conductors with green colored insulation shall be extended through all flexible connections including fixture "whips", and fastened to terminals within the first junction boxes on either side of the flexible length.
- D. Flexible connections shall be sized per the Contract Drawings, or as required in accordance with Code; the more stringent requirement shall apply.

3.7 PAINTING AND FINISHES

- A. All exterior equipment and conduits shall be painted to match adjacent surface in color as selected by Architect, unless otherwise indicated by the Architect.
- B. All exposed conduit, boxes, equipment, etc. in finished spaces shall be painted. Colors shall be as selected by the Architect and conform to ANSI Standards.
- C. Conduit and boxes for fire alarm cabling and devices shall be red, except for finished locations, where they shall be painted to match adjacent surfaces.

3.8 PROTECTION

- A. Provide final protection and maintain conditions, in a manner acceptable to Manufacturer and Installer that ensure coatings, finishes, and cabinets are without damage or deterioration at the time of Substantial Completion.
- B. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
- C. Steel conduit: Conduit that shows corrosion within the guarantee period shall be replaced.

3.9 CLEANING

- A. On completion of installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish, including chips, scratches, and abrasions.
- B. After conduits and accessories have been installed, and concreting operations completed, conduit runs shall be satisfactorily cleared of obstructions and foreign matter. Defects which might damage cable upon installation shall be corrected. Where new conduits installed are connected to existing conduits the entire run to the nearest box or other termination point shall be cleaned.

END OF SECTION

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SECTION 260534
SURFACE METAL RACEWAY
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SECTION 260534 – SURFACE METAL RACEWAY

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SCOPE

- A. This specification covers a surface metal raceway systems used for branch circuit wiring or data network, voice, video and other low-voltage wiring. The metal raceway systems shall consist of raceway, appropriate fittings and device boxes to complete installation per the Electrical Drawings.
- B. In finished spaces, where conduit cannot be concealed and/or routed through existing walls, surface metal raceway shall be used. This applies to devices and equipment under Division 23 (e.g. thermostats, humidistats, control wiring, etc...), Division 26 (e.g. receptacles, switches, branch circuit wiring, etc...), Division 27 (data/voice outlets, communications cabling, etc...), and Division 28 (e.g. security devices, fire alarm devices, cabling, etc...)
- C. The contractor shall thoroughly review the complete set of architectural drawings to determine existing wall types and locations.

1.3 CLASSIFICATION AND USE

- A. Surface metal raceway is to be utilized in dry interior locations only as covered in Article 386 of the National Electrical Code, as adopted by the National Fire Protection Association and as approved by the American National Standards Institute. Surface metal raceway systems shall be listed by Underwriters Laboratories under File Nos. E4376 Guide RJBT and E41751 Guide RJPR.

1.4 SUBMITTALS

- A. Shop Drawings: Submit drawings for approval showing the complete layout of all products that make up the complete system for each floor prior to installation with raceway lengths, device type (power, voice video, data), locations and circuits identified.
- B. As-Built Drawings: If variations from approved shop drawings occur during the installation of the systems, final As-Built Drawings shall be submitted for each floor that has been altered.
- C. Submittals shall include catalog cuts of mounting devices, material sections, accessories, internal area descriptions, and wiring capacity charts. Submit sample of finish colors for final selection and approval.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. The surface metal raceway system specified herein for branch circuit wiring or data network, voice, video and other low-voltage wiring shall be manufactured by The Wiremold Company, Hubbell, or Steel City. Systems of other manufacturers may be considered equal if, in the opinion, and the written approval of the Engineer, they meet all the performance standards specified herein.

2.2 MATERIALS

- A. The raceway and all system components must be UL Listed. They shall be manufactured of steel; zinc plated, galvanized and/or finished in ivory ScuffCoat™ (a polyester topcoat over ivory base) and shall be suitable for field repainting to match surroundings.

2.3 SINGLE-CHANNEL SURFACE METAL RACEWAY - POWER

- A. Description: The raceway shall be a one-piece design with a base and cover factory assembled. Nominal raceway dimensions shall be 3/4" wide by 2 1/32" deep, with an approximate cross-sectional area of 0.30 square inches. The raceway base and cover shall have an approximate thickness of 0.040". The raceway shall be available in five and ten foot lengths.
- B. Fittings: A full complement of fittings must be available including but not limited to mounting clips and straps, couplings, flat, internal and external elbows, cover clips, tees, entrance fittings, conduit connectors and bushings. The covers shall be painted with an enamel finish, ivory in color to match the raceway. They shall overlap the raceway to hide uneven cuts. All fittings shall be supplied with a base where applicable. A transition fitting shall be available to adapt to other raceways.
- C. Device Boxes:
 - 1. Device boxes shall be available for mounting standard devices and faceplates. A device box shall be available in single- and multiple-gang configurations, up to six-gang. Single-gang boxes shall allow for snap-on and fastener application. Minimum depth shall be 2-1/4".
 - 2. Provide extra deep boxes (nominal 4" depth) where required to accommodate large devices.
 - 3. Extension boxes shall be available to adapt to existing standard flush switch and receptacle boxes.
 - 4. Round fixture and extension boxes shall be available to mount fixtures and other devices with mounting centers of 1-15/32", 1-5/8", 1-23/32", 1-27/32", 2-3/4", 3-1/2" and 4-1/16" diameters. Round fixture and extension boxes shall be available in depths ranging from 0.47" to 1.00" and in diameters of 3.00", 4.75", 5.50" and 6.38".

5. All device and fixture box covers shall be painted with an enamel finish, ivory in color to match the raceway cover.

D. Basis of Design: Wiremold V700 Series raceway with 5700 Series device boxes.

2.4 SINGLE-CHANNEL SURFACE METAL RACEWAY – COMMUNICATIONS/CONTROL

A. Description: The raceway shall be a two-piece design with a base and cover factory assembled. Nominal raceway dimensions shall be 1-9/32" wide by 3/4" deep with an approximate cross sectional area of 0.80 square inches. The raceway base and cover shall have an approximate thickness of 0.040" and 0.025", respectively. The raceway shall be available in 5' lengths.

B. Fittings: A full complement of fittings must be available including but not limited to mounting clips and straps, couplings, flat, internal and external elbows, cover clips, tees, entrance fittings, conduit connectors and bushings. The covers shall be painted with an enamel finish, ivory in color to match the raceway. They shall overlap the raceway to hide uneven cuts. All fittings shall be supplied with a base where applicable. A transition fitting shall be available to adapt to other raceways.

C. Device Boxes:

1. Device boxes shall be available for mounting standard devices and faceplates. A device box shall be available in single-gang and two-gang configurations. Minimum depth shall be 1-3/4".
2. Provide extra deep boxes (nominal 4" depth) where required to accommodate larger devices, e.g. fire alarm notification devices.
3. Device boxes shall function as an extension box by removal of a rectangular knockout in the base.
4. All device and fixture box covers shall be painted with an enamel finish, ivory in color to match the raceway cover.

D. Communication Devices and Accessories:

1. The raceway manufacturer will provide a complete line of connectivity outlets and modular inserts for UTP/STP, Fiber Optic, Coaxial and other cabling types with face plates and bezels to facilitate mounting.
2. A complete line of preprinted station and port identification labels, snap-in icon buttons as well as write-on station identification labels shall be available.

E. Basis of Design: Wiremold 2000 Series raceway with 2000 Series device boxes.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Prior to and during installation, refer to system layout or approval drawings containing all elements of the system. Installer shall comply with detailed manufacturer's instruction sheets which accompany system components as well as complete system instruction sheets, whichever is applicable.
- B. Mechanical Security: All raceway systems shall be mechanically continuous and connected to all electrical outlets, boxes, device mounting brackets, and cabinets, also in accordance with manufacturer's installation sheets.
- C. Electrical Security: All metal raceway shall be electrically continuous and bonded in accordance with the National Electrical Code for proper grounding.
- D. Raceway Support: Raceway shall be securely supported at intervals not exceeding 10 feet or in accordance with manufacturer's installation sheets.
- E. Completeness: All raceway systems shall be installed complete, including insulating bushings and inserts, appropriate fittings, and mounting hardware. All unused raceway openings shall be closed. All fittings shall be furnished by the raceway manufacturer.
- F. Provide grounding per the National Electrical Code and Local Codes. Maintain grounding continuity between raceway components to provide a continuous grounding path.
- G. All surface metal raceways shall be installed parallel with and perpendicular to the structure. All exposed edges where field cut, shall be coated by the Contractor to prevent corrosion, and field-painted to match surface raceway finish.
- H. Field cut straight cover sections between specific device covers.
- I. Use flat-head screws to fasten channel to surfaces. Mount plumb and level. Channels shall be secured at least every four feet (1220mm) with two-hole straps.
- J. Use suitable insulating bushings and inserts at connections to outlets and corner fittings.
- K. Fastener Option: Use clips and straps suitable for the purpose.
- L. Raceway surfaces damaged during installation shall be touched up with raceway manufacturer's matching paint.
- M. Provide UL-approved expansion fittings, complete with grounding jumpers, where raceways cross building expansion joints.
- N. Allow a minimum of 6-inches (152 mm) clearance from heat sources.
- O. Surface raceways shall be visually seamless, without gaps between sections. Gaps exceeding the width of 1/16-inch shall be corrected to reduce width of gap.

- P. Cut ceiling tiles tight to surface raceway, within a ¼-inch tolerance. Ceiling tile not cut tight to raceway shall be replaced at Contractor's expense.
- Q. Provide manufacturer's touch-up paint. Paint all screws and scratches to match surface raceway.

3.2 REMODELING WORK

- A. Surface metal raceway shall only be utilized where devices and/or wiring cannot be concealed in existing walls, unless otherwise indicated on the Contract Documents.
 - 1. New devices installed in existing metal stud/GWB walls shall be cut in with conduit/wiring concealed within the wall.
 - 2. New devices installed on existing CMU walls, where devices cannot be concealed, shall be installed in surface-mounted device boxes as specified in this section served by surface metal raceway as specified in this Section.
- B. Exposed wiring on existing walls in finished areas, such as classrooms, offices, corridors, toilets, etc., shall be installed in surface metal raceways. The exposed raceways shall be run in corners, beneath chalk and tackboard frames, adjacent to door trims, and in other ways to be as inconspicuous as possible, even when requiring additional lengths.
- C. All exposed raceways shall be painted to match adjacent surface(s) unless otherwise directed by the Architect.
- D. All exposed raceways shall be installed in a manner approved by the Architect/Engineer.
- E. The exposed runs shall not be across an open wall surface.
- F. Horizontal runs of raceways shall be kept to an absolute minimum. Exposed raceway shall be run vertically into ceiling spaces above and below.

3.3 PAINTING AND FINISHES

- A. All exposed surface raceway, boxes, etc. in finished spaces shall be painted to match adjacent surfaces. Colors shall be as selected by the Architect and shall conform to ANSI Standards.

END OF SECTION

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SECTION 260553
ELECTRICAL IDENTIFICATION
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PART 3 EXECUTION

- 3.1 INSTALLATION

SECTION 260553 - ELECTRICAL IDENTIFICATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes electrical identification materials and devices required to comply with ANSI C2, NFPA 70, OSHA standards, and authorities having jurisdiction.
- B. This section includes labeling of all terminations and related subsystems; including, but not limited to, nameplates, wire and cable markers, labeling and identification of cables, equipment and other products.

1.3 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI C2.
- B. Comply with NFPA 70.
- C. Comply with ANSI A13.1 and NFPA 70 for color-coding.
- D. Comply with applicable EIA/TIA Standards.
- E. Comply with OSHA Standards.

PART 2 PRODUCTS

2.1 RACEWAY AND CABLE LABELS

- A. Comply with ANSI A13.1, Table 3, for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
 - 1. Color: Black letters on orange field.
 - 2. Legend: Indicates voltage and service as well as circuit designation for all feeders.

- B. Adhesive Labels: Preprinted, flexible, self-adhesive vinyl with legend, overlaminated with a clear, weather- and chemical-resistant coating.
- C. Pretensioned, Wraparound Plastic Sleeves: Flexible, preprinted, color-coded, acrylic band sized to suit the diameter of the line it identifies and arranged to stay in place by pretensioned gripping action when placed in position.
- D. Colored Adhesive Tape: Self-adhesive vinyl tape not less than 3 mils thick by 3/4 inch wide, in appropriate colors for system voltage and phase.
- E. Tape Markers: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.

2.2 WIRING DEVICE FACEPLATE LABELS

- A. Adhesive Labels:
 - 1. Thermal transfer printable, clear polyester material with glossy finish, 1/2" high, width as required. Printed lettering shall be 1/4" high black text.
 - 2. Labels shall be backed with permanent acrylic adhesive and shall exhibit good adhesion to many metal and other types of surfaces, including textured surfaces and low surface energy plastics.
 - 3. Labels shall be resistant to humidity, temperature and UV light.
 - 4. Labels shall meet requirements of UL 969 *Labeling and Marking Standard* and shall be RoHS compliant.
 - 5. Provide Brady B-432 Series, or approved equal by acceptable manufacturer.

2.3 NAMEPLATES AND SIGNS

- A. Safety Signs: Comply with 29 CFR, Chapter XVII, Part 1910.45.
- B. General Nameplate Requirements:
 - 1. Use colors prescribed by ANSI A13.1, NFPA 70 and as follows:
 - a. Normal Power System: White lettering on black background.
- C. Nameplates for Dry, Interior Locations:
 - 1. Minimum 1/16-inch (1.6-mm) thick for signs up to 20 sq. inches (129 sq. cm)
 - 2. Minimum 1/8-inch (3.2-mm) thick for signs larger than 20 sq. inches.
- D. Nameplates for Damp/Wet Interior and Exterior Locations:

1. Weather-resistant, non-fading, UV-resistant.
- E. Refer to Contract Drawings for typical nameplate details.
- F. Refer to Paragraph "Equipment Identification Labels" under Part 3 of this Section for installation requirements.

2.5 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Cable Ties: Fungus-inert, self-extinguishing, one-piece, self-locking, Type 6/6 nylon cable ties.
 1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength: 50 lb (22.3 kg) minimum.
 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 4. Color: According to color-coding.
- B. Paint: Formulated for the type of surface and intended use.
 1. Primer for Galvanized Metal: Single-component acrylic formulated for galvanized surfaces.
 2. Primer for Concrete Masonry Units: Heavy-duty-resin block filler.
 3. Primer for Concrete: Clear, alkali-resistant, binder-type sealer.
 4. Enamel: Silicone-alkyd or alkyd urethane as recommended by primer manufacturer.

PART 3 EXECUTION

3.1 INSTALLATION

- A. General:
 1. Where mixed voltages are used in one building (e.g., 480 volts, 208 volts), each piece of equipment, including but not limited to, panelboard(s), safety switches, outlet/pull/junction boxes, etc., on each system must be labeled for voltage in addition to other requirements listed herein.
 2. Before attaching labels, clean all surfaces with the label manufacturer's recommended cleaning agent.
 3. Install all labels firmly, as recommended by the label manufacturer.

4. Labels attached to wiring device faceplates and electrical equipment shall be installed plumb and neatly on all equipment.
5. Install nameplates parallel to equipment lines.
6. Secure nameplates to equipment fronts unless otherwise noted.
7. Secure nameplate to inside of recessed panelboards in finished locations.
8. Embossed tape will not be permitted for any application.
9. Stenciling is prohibited.
10. Labels: All labels shall be permanent and be machine-generated. NO HANDWRITTEN OR NON-PERMANENT LABELS SHALL BE ALLOWED.
11. Label size shall be appropriate for the conductor/cable size(s), and wiring device faceplate layout. All labels to be used shall be self-laminating, white/transparent vinyl and be wrapped around the cable. Flag type labels are not allowed. The labels shall be of adequate size to accommodate the circumference of the cable being labeled and properly self-laminated over the full extent of the printed area of the label.

B. Panelboard Circuit Directories:

1. The Contractor shall provide up to date circuit directories in existing panelboards, indicating all deletions and additions, and to note the date of all changes on the directory.
2. The circuit directories shall include the name, address, and contact information for the Electrical/Division 26 Contractor.
3. If at anytime after occupancy the circuit directories are found to be incorrect due to negligence by the installer, then the Contractor shall trace out circuits, and correct the directories at no additional cost to the Owner.

C. Miscellaneous Identification:

1. Individual circuit breakers, in distribution panelboards: 1/4-inch text (6 mm); identify circuit and load served, including location.
2. Individual circuit breakers, enclosed switches, and motor starters: 1/4-inch text (6 mm); identify load served, circuit and voltage.
3. Junction boxes: 1/4-inch text (13 mm); identify load served, circuit and voltage.

D. Identification Materials and Devices: Install at locations for most convenient viewing without interference with operation and maintenance of equipment.

- E. Lettering, Colors, and Graphics: Coordinate names, abbreviations, colors, and other designations with corresponding designations in the Contract Documents or with those required by codes and standards. Use consistent designations throughout Project.
- F. Sequence of Work: If identification is applied to surfaces that require finish, install identification after completing finish work.
- G. Self-Adhesive Identification Products: Clean surfaces before applying.
- H. Install painted identification according to manufacturer's written instructions and as follows:
 - 1. Clean surfaces of dust, loose material, and oily films before painting.
 - 2. Prime surfaces using type of primer specified for surface.
 - 3. Apply one intermediate and one finish coat of enamel.
- I. Caution Labels for Boxes and Enclosures: Install pressure-sensitive, self-adhesive labels identifying system voltage with black letters on orange background. Install on exterior of door or cover. Install label on inside face of door or cover in finished spaces.
- J. Circuit Identification Labels on Boxes: Install labels externally.
 - 1. Exposed Boxes: Pressure-sensitive, self-adhesive plastic label on cover.
 - 2. Concealed Boxes: Plasticized card-stock tags.
 - 3. Labeling Legend: Permanent, waterproof listing of panel and circuit number or equivalent.
- K. Secondary Service, Feeder, and Branch-Circuit Conductors: Color-code throughout the secondary electrical system. Refer to Division 26 Section "Conductors and Cables" for additional requirements.
- L. Power-Circuit and Control Wire Identification: Metal tags or aluminum, wraparound marker bands for each conductor, cables, feeders, and power circuits in vaults, panelboard gutters, outlet boxes, junction boxes, pullboxes, switchboard rooms, and at load connections. Identify with branch circuit or feeder number for power and lighting circuits and with control wire number as indicated on equipment manufacturer's shop drawings for control wiring.
 - 1. Legend: 1/4-inch- (6.4-mm-) steel letter and number stamping or embossing with legend corresponding to indicated circuit designations.
 - 2. Tag Fasteners: Nylon cable ties.
 - 3. Band Fasteners: Integral ears.

M. Apply identification to conductors as follows:

1. Conductors to be Extended in the Future: Indicate source and circuit numbers.
2. Multiple Power Circuits in the Same Enclosure: Identify each conductor with source, voltage, circuit number, and phase. Use color-coding to identify circuits' voltage and phase.
3. Multiple Control Circuits in the Same Enclosure: Identify each conductor by its system and circuit designation. Use a consistent system of tags, color-coding, or cable marking tape.

N. Apply warning, caution, and instruction signs as follows:

1. Warnings, Cautions, and Instructions: Install to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.

O. Equipment Identification Labels:

1. Install on each unit of equipment, including central or master unit of each system. This includes power, lighting, communication, signal, and alarm systems, unless units are specified with their own self-explanatory identification.
2. Install on each piece of equipment provided with factory installed disconnecting means, e.g. ERV units, where a separate external disconnecting means is not provided under Division 26.
3. Unless otherwise noted, labels/nameplates shall identify equipment designation(s), voltage rating, and source (including source locations).
4. Labels for disconnect switches, motor starters, etc..., shall indicate the designation of the load served as the "equipment designation".
5. In general, labels requiring one or two lines of text shall be 1-1/2 inches high. Labels requiring three lines of text shall be 2 inches high. The first line of text, which shall indicate equipment designation/load served, shall utilize ½ inch high lettering. Remaining lines of text, which shall indicate voltage ratings and source information shall utilize ¼ inch high lettering. Refer to the Drawings for nameplate examples.
6. Apply labels to each unit of the following categories of equipment:
 - a. Panelboards.
 - b. Disconnect Switches.

c. Electrical Cabinets and Enclosures.

- P. Fire Alarm: Junction box covers shall be painted red, except in finished spaces where they shall be painted to match adjacent surfaces. Box covers shall have a type written label to read "Fire Alarm" in accordance with requirements of NFPA 72.
- Q. Surfaces shall be cleaned and painted, if specified, before applying markings.
- R. Place markings so that they are visible from the floor.
- S. Protect finished identification to ensure that markings are clear and legible when project is turned over to the Owner.

END OF SECTION

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SECTION 262726
WIRING DEVICES
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SECTION 262726 - WIRING DEVICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Straight-blade receptacles.
 - 2. GFCI receptacles.
 - 3. Weather-Resistant receptacles.
 - 4. Toggle switches.
 - 5. Device plates.

1.3 DEFINITIONS

- A. GFCI: Ground-Fault Circuit Interrupter.
- B. WR: Weather-Resistant.

1.4 SUBMITTALS

- A. Product Data: For each product specified, indicating configurations, finishes, dimensions, and manufacturer's instructions.
- B. Maintenance Data: For materials and products to include in maintenance manuals specified in Division 01.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
- B. Comply with NFPA 70.
- C. Comply with NECA Standard of Installation.
- D. Codes: Provide wiring devices conforming to the following:
 - 1. American National Standards Institute (ANSI): Provide lugs and receptacle devices constructed in accordance with ANSI C73, *Attachment Plugs and Receptacles, Dimensions of*.

2. Institute of Electrical and Electronics Engineers (IEEE): Construct and install wiring devices in accordance with requirements of IEEE 241, *Recommended Practice for Electric Power Systems in Commercial Building*.
3. National Electrical Manufacturers Association (NEMA): Provide wiring devices constructed and configured in accordance with the requirements of
 - a. WD1: General Requirements for Wiring Devices
 - b. WD5: Special Purpose Wiring Devices
 - c. WD6: Wiring Devices - Dimensional Requirements.
4. National Fire Protection Association (NFPA): Comply with NFPA 70, *National Electrical Code*, as applicable to construction and installation of electrical wiring devices.
5. Underwriters Laboratories, Inc. (UL): Provide wiring devices which are UL listed and comply with the requirements of:
 - a. 20: General-Use Snap Switches.
 - b. 498: Attachments, Plugs and Receptacles
 - c. 514A: Metallic Outlet Boxes.
 - d. 514B: Fittings for Conduit and Outlet Boxes.
 - e. 514C: Non-Metallic Outlet Boxes, Flush-Device Boxes, and Covers
 - f. 943: Ground-Fault Circuit Interrupters

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. Wiring Devices:
 - a. Hubbell, Inc.; Wiring Devices Division
 - b. Pass & Seymour/Legrand; Wiring Devices Division
 - c. Leviton Manufacturing Co., Inc.
 - d. Eaton/Arrowhart; Wiring Devices Division
 - e. Lutron Electronics, Inc.

2.2 GFCI RECEPTACLES

- A. General Requirements
 1. GFCI receptacles shall have the following basic features:
 - a. Solid-state ground-fault sensing and signaling.

- b. Trip time of 0.025 seconds (nominal).
 - c. Trip threshold of +/- 5mA.
 - d. Indicator light that is lighted when device is tripped.
 - e. Auto-ground clip to assure positive ground.
 - f. Impact-resistant nylon face and thermoplastic base housing.
 - g. #10 large head brass terminal and ground screws; back- and side-wired.
- 2. GFCI receptacles shall also have the following functions to comply with UL standard 943:
 - a. An auto-monitoring function that will allow for periodic automatic testing (self-test) of the GFCI device and its ability to respond to a ground fault. If a problem is detected one or more of the following will happen:
 - i. Power will be denied (trip with the inability to reset).
 - ii. Trip with the ability to reset, subject to the next auto-monitoring test cycle or repeatedly trip.
 - iii. Visual and/or audible indication
 - b. Provisions to ensure that receptacle type GFCIs that contain separate line and load terminals, and that is powered through its load terminals, shall not reset and supply power to its receptacle face or line terminals if miswired. This applies both during its initial installation and after reinstallation following a correctly wired installation. If the device is provided with special instructions for removal and reinstallation, the instructions shall be followed during testing.

B. Weather-Resistant Duplex GFCI Receptacles

- 1. Weather-resistant duplex GFCI receptacles shall be extra heavy-duty, specification grade, 20A, 125V with the following features:
 - a. "WR" marking on face as required by UL Standard.
 - b. UV-resistant nylon face for longer life under adverse environmental conditions.
- 2. Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, UL 498 and Federal Specification W-C-596.
- 3. Hubbell GFWRST20, Pass & Seymour 2095/7TRWR, or approved equal by acceptable manufacturer.

2.3 SWITCHES

A. General Requirements

- 1. Switches shall have the following basic features:
 - a. Heavy-gauge one-piece copper alloy contact arm.
 - b. Fast "make" and positive "break" to minimize arcing.
 - c. Heavy-duty bumper pads for quiet operation.
 - d. High strength thermoplastic polycarbonate toggle.

- e. Oversized silvery alloy contacts for long life and heat dissipation.
- f. Nickel-plated steel strap with integral ground.
- g. Auto-ground clip to assure positive ground.

B. Toggle Switches

- 1. Toggle switches shall be quiet-type, extra heavy-duty, horsepower-rated, industrial grade, 120/277V, 20A: Comply with NEMA WD 1, UL 20 and Federal Specification W-S-896.
- 2. Hubbell HBL1221 (single-pole), HBL1222 (two-pole), HBL1223 (three-way), HBL1224 (four-way), Pass & Seymour PS20AC1 (single-pole), PS20AC2 (two-pole), PS20AC3 (three-way), PS20AC4 (four-way), or approved equal by acceptable manufacturer.

C. Lockable Switch Handle Guards

- 1. Provide handle guards with provisions for padlocking at all toggle switches serving as disconnecting means and where indicated on the Drawings.
- 2. Handle guards shall be steel construction, and shall mount directly over standard switch faceplates.
- 3. Provide Square D Class 2510 FL1, or approved equal by listed manufacturer.

2.4 FINISHES

- A. Wiring device catalog numbers in Section text do not designate device color. Device colors shall be as follows, unless otherwise indicated elsewhere in the Specifications and Drawings or as required by NFPA or device listing:
 - 1. Wiring Devices connected to Normal Power System: White.

2.5 DEVICE PLATES

- A. Device plates shall be provided for all switches and receptacles. Device plates shall be as manufactured to fit each type of single device, to fit devices which are ganged together, and they shall be same manufacturer as wiring devices with finish as follows:
 - 1. Material for Unfinished Spaces: Galvanized steel, unless otherwise noted.
 - 2. Material for Finished Spaces: 0.04-inch-thick, Type 302, satin-finished stainless steel, except as otherwise indicated.
 - 3. Plate-Securing Screws: Metal with heads colored to match plate finish.

- B. Material for Damp and Wet Locations: Heavy-duty die-cast zinc/aluminum construction with gasketed, hinged lockable lid, designed to be weatherproof while the device is in use, and listed and labeled "extra duty" for use in "wet locations." All components shall have baked-on electrostatic, polyester, power paint finish for superior corrosion resistance. Covers for receptacles shall be self-closing per UL514C42.3, be equipped with stainless steel springs, and shall have a cam action latch for secure closure. Covers for toggle switches shall be equipped with actuating levers and shall mount directly over the switch. Covers for receptacles shall comply with NEC Article 406.9(B). Covers for switches shall comply with NEC Article 404.4.
 - 1. Duplex/GFCI Receptacles - Pass & Seymour Model No. WIUCAST1 or approved equal by Hubbell, Intermatic or other listed manufacturer.
 - 2. Toggle Switches – Crouse-Hinds Model No. DS185, or approved equal.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
 - 1. Verify that outlet boxes are installed at proper height.
 - 2. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- C. By beginning Work, accepts conditions and assume responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

3.2 INSTALLATION – GENERAL

- A. Install devices and assemblies plumb, level, and secure.
- B. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical, and grounding terminal of receptacles on top or as required by the local Authority Having Jurisdiction. Exception: Mount exterior GFCI weatherproof duplex receptacles horizontally with grounding terminals on the left, or as required by the local Authority Having Jurisdiction.
- C. Install wall plates when painting is complete.
- D. Protect devices and assemblies during painting.

3.3 INSTALLATION – RECEPTACLES

- A. All 15 ampere and 20 ampere, 125 volt and 250 volt, non-locking type receptacles installed in damp or wet locations shall be listed weather-resistant type in accordance with NEC Article 406.9(A) and 406.9(B) and shall be installed within an enclosure that is weather proof when an attachment plug is inserted.
- B. All 15 ampere and 20 ampere, 125 volt, single-phase, non-locking type receptacles installed in the following locations shall have GFCI protection for personnel, in accordance with NEC Article 210.8(B).
 - 1. Rooftops
 - 2. Outdoors

3.4 IDENTIFICATION

- A. Comply with Division 26 Section "Electrical Identification".
 - 1. Switches: Switches shall be labeled as to indicate load controlled and with circuit number and panel identification.
 - 2. Receptacles: All device plates shall be labeled to identify panelboard and circuit number from which served. Use machine-printed, pressure-sensitive, abrasion-resistant label tape on face of plate and durable wire markers or tags within outlet boxes. Labels shall be clear with black lettering. Protect label from damage during construction. Replace all damaged and unclear labels.
 - 3. Mark all conductors with the panel and circuit number serving the device at the device.
 - 4. Mark the panel and circuit number serving the device on the back side of the device plate with a permanent marking system, machine-generated, that does not show through the front of the plate.
 - 5. Faceplate labels shall be installed such that they are readable and do not cover any portion of the faceplate securing screw(s) or the wiring device itself.

3.5 CONNECTIONS

- A. Connect wiring device grounding terminal to outlet box with bonding jumper.
- B. Connect wiring device grounding terminal to branch-circuit equipment grounding conductor.
- C. Tighten electrical connectors and terminals according to manufacturers published torque-tightening values. If manufacturers torque values are not indicated, use those specified in UL 486A and UL 486B.

3.6 FIELD QUALITY CONTROL

- A. Test wiring devices for proper polarity, continuity, short circuits, and ground continuity. Operate each device at least six times.
- B. Test GFCI operation with both local and remote fault simulations according to manufacturer's written instructions.
- C. Replace damaged or defective components.

3.7 CLEANING

- A. Internally clean devices, device outlet boxes, and enclosures. Replace stained or improperly painted wall plates or devices.

END OF SECTION

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FUSES
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SECTION 262813 - FUSES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Fuses.
- B. The Electrical Contractor shall provide a complete set of fuses for all fusible equipment on the project as indicated on the Contract Documents. Final test and inspections shall be made prior to energizing the equipment.

1.3 PERFORMANCE REQUIREMENTS

- A. Select fuses to provide appropriate levels of short circuit and overcurrent protection for components such as wire, cable, bus structures, and other equipment. Provide system to ensure that component damage is within acceptable levels during a fault.
- B. Select fuses to coordinate with time-current characteristics of other overcurrent protective elements, such as other fuses, circuit breakers, and protective relays. Provide system to ensure that device closest to fault operates.

1.4 SUBMITTALS

- A. General: Submit each item in this Article.
- B. Product Data for each fuse type specified. Include the following:
 - 1. Descriptive data and time-current curves.
 - 2. Let-through current curves for fuses with current-limiting characteristics
- C. Maintenance data for tripping devices to include in the Operation and Maintenance Manual.
- D. Record the equipment nameplate rating and actual fuse rating and location of fuses on the record drawings.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain fuses from one source and by a single manufacturer.

- B. Comply with NFPA 70 for components and installation.
- C. Listing and Labeling: Provide fuses specified in this Section that are listed and labeled.
 - 1. The terms *Listed* and *Labeled* as defined in the National Electrical Code, Article 100.
 - 2. Listing and Labeling Agency Qualifications: A *Nationally Recognized Testing Laboratory* (NRTL) as defined in OSHA Regulation 1910.7.
 - 3. Comply with National Electrical Manufacturer's Association NEMA FU-1 *Low Voltage Cartridge Fuses*.
 - 4. Comply with IEC269.
 - 5. Comply with CANENA Standard 248.
 - 6. Comply with UL 198.

1.6 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
 - 1. Spare Fuses: Furnish quantity equal to 20 percent of each 600 ampere and smaller fuse type and size installed, but not less than one (1) set of three (3) of each type and size. (Provide three (3) of each 601 Ampere and larger fuse type and size installed.)
 - 2. Fuse Pullers: Furnish two (2) fuse pullers.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering fuses that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Cooper Industries Inc. Bussmann Div.
 - 2. Eagle Electric Mfg, Co. Inc.
 - 3. General Electric Co; Wiring Devices Div.
 - 4. Mersen (formerly Ferraz Shawmut)
 - 5. Tracor, Inc; Littelfuse, Inc. Subsidiary
- B. All fuses shall be of the same manufacturer to assure coordination.

2.2 CARTRIDGE FUSES

- A. Characteristics: NEMA FU-1, nonrenewable cartridge fuse; class as specified or indicated; current rating as indicated; voltage rating consistent with circuit voltage.
- B. Fuses shall feature a solid state visual open fuse indicator, metal-embossed date and catalog number for identification.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine utilization equipment nameplates and installation instructions to verify proper fuse locations, sizes, and characteristics.
- B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 FUSE APPLICATIONS

- A. Motor Branch Circuits: Class RK1, time delay, 250 Volt Class J, Time Delay 600 Volt, 0-600 Amp, and 300 kA interrupting rating. Time delay fuses shall hold 500% of rated current for a minimum of 10 seconds.
 - 1. The following guidelines apply for motors protected by properly sized overload relays:
 - a. Fuses for motors with a marked service factor not less than 1.15 shall be installed in ratings of 125% of motor full-load current (or next size larger if 125 percent does not correspond to a fuse size), except where high ambient temperatures prevail, or where the motor drives a heavy revolving part which cannot be brought up to full speed quickly, such as large fans. Under such conditions, the fuses may be 150 percent to 175 percent of the motor full-load current.
 - b. For all other motors, (such as 1.0 service factor motors) fuses shall be sized in ratings of 115 percent of the motor full load current (or next size larger if 115 percent does not correspond to a fuse size) except as noted above.
 - 2. The following guidelines apply where fuses are used as the only overload protection for the motor:
 - a. For motors with a 1.15 service factor or more, fuses should be sized at 125 percent of motor full-load current (or next size smaller if 125 percent does not correspond to a fuse size).
 - b. For all other motors, fuses should be sized at 115 percent of motor full-load current (or next size smaller, if 115 percent does not correspond to a fuse size).

- 3. Fuse sizes for motor protection shall be chosen from fuse manufacturers published data and recommendations.
- B. Other Branch Circuits: Class RK1, non-time delay, 250 Volt, Class J Time Delay 600 Volt, 0-600 Amp, and 300 kA interrupting rating.
- C. Provide fuses of type and rating recommended by equipment manufacturer for packaged and/or specialized equipment.

3.3 INSTALLATION

- A. Fuses shall not be installed until equipment is ready to be energized. This measure prevents fuse damage during shipment of the equipment from the manufacturer to the job site, or from water that may contact the fuse before the equipment is installed. Final tests and inspections shall be made prior to energizing the equipment. This shall include a thorough cleaning, tightening, and review of all electrical connections and inspection of all grounding conductors. All fuses shall be furnished and installed by the electrical contractor. All fuses shall be of the same manufacturer.
- B. Install fuses in fusible devices as indicated. Arrange fuses so fuse ratings and open fuse indicator are visible without removing fuse.
- C. Provide fuse clips as required.

END OF SECTION

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SECTION 262816 – DISCONNECT SWITCHES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes individually mounted disconnect switches used for the following:
 - 1. Equipment disconnect switches.
 - 2. Motor disconnect switches.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 26 Section, "Fuses" for fuses in fusible disconnect switches.
- C. Provide method of disconnection at all appliances, motors, equipment, etc., as required to comply with NEC (including Article 422-C, and Article 440-D).

1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 01 Specification Sections.
- B. Product Data for disconnect switches, and accessories specified in this Section. Include the following:
 - 1. Descriptive data and time-current curves.
- C. Field test reports indicating and interpreting test results.
- D. Maintenance data for tripping devices to include in the operation and maintenance manual.
- E. Submit a schedule of equipment to indicate ratings of disconnects, fuses, and other electrical characteristics for each item of equipment.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain disconnect switches from one source and by a single manufacturer.
- B. Comply with NFPA 70 for components and installation.

- C. Listing and Labeling: Provide disconnect switches specified in this Section that are listed and labeled.
 - 1. The Terms *Listed* and *Labeled*: As defined in the National Electrical Code, Article 100.
 - 2. Listing and Labeling Agency Qualifications: A *Nationally Recognized Testing Laboratory* (NRTL) as defined in OSHA Regulation 1910.7.
 - 3. Underwriters Laboratories (UL) listed equipment: UL 98 - Enclosed and Dead Front Switches, UL 50 - Cabinets and Boxes, NEMA 250 - Enclosures for Electrical Equipment.
 - 4. Comply with ANSI and NEMA Standards for materials ratings.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide equipment from one of the following manufacturers; no other manufacturers are acceptable.
 - 1. Disconnect/Safety Switches:
 - a. Square D Company. (Basis of Design)
 - b. Eaton Corp.; Cutler-Hammer.
 - c. Siemens Energy & Automation, Inc.

2.2 DISCONNECT SWITCHES

- A. Enclosed, Fusible Switch, 800 A and Smaller: Heavy duty, NEMA KS 1, Type HD, clips to accommodate specified fuses, enclosure consistent with environment where located, handle lockable in the *OFF* position, with 2 padlocks, and interlocked with cover in *CLOSED* position. Switch shall be provided with an override screw to permit opening front cover with switch in *ON* position. Minimum fault current rating shall be 200,000 symmetrical rms amperes.
- B. Characteristics: Size, number of poles and ratings as indicated and to match load being served.
- C. Enclosure: NEMA KS 1, Type 1, with gray baked enamel finish, unless otherwise specified or required to meet environmental conditions of installed location. Enclosure shall be rated for 200,000 rms symmetrical amperes short circuit current.
 - 1. Outdoor Locations: Type 3R, with top-hinged, attached with removable screws.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install disconnect switches in locations as indicated, according to manufacturer's written instructions.
- B. Install disconnect switches level and plumb. Provide mounting brackets, wall bracing, and accessories as required.
- C. Install disconnect switches to have adequate working space in accordance with Article 110.26 of the National Electrical Code. Disconnect switches shall not be installed beneath ductwork, piping, etc.
- D. Install wiring between disconnect switches, and associated control and indication devices.
- E. Provide fuses for all fusible safety switches as indicated and required by the load being served. Coordinate fuse ratings with mechanical equipment electrical characteristics.
- F. Provide disconnect switches for all equipment as indicated and as required by the NEC. Where disconnect switches are specified and furnished with mechanical equipment, install one only. Coordinate devices furnished for mechanical equipment with Division 23 Drawings and Specifications.
- G. Weatherproof enclosures shall be provided for all disconnect switches exposed to the elements whether called for or not.
- H. Disconnect Switches provided shall be suitable for:
 - 1. Circuit application voltage.
 - 2. Circuit application ampacity x 125 percent.
 - 3. One pole, two pole, three pole, solid neutral, ground connection, all as required by item served or as shown on the drawings.
- I. Install disconnect switches as indicated, complying with manufacturer's written instructions, applicable requirements of NEC, NEMA, and NECA's *Standard of Installation*, and in accordance with recognized industry practices.

3.2 CONNECTIONS

- A. Connect disconnect switches and components to wiring system and to ground as indicated and instructed by manufacturer.
- B. Tighten electrical connectors and terminals according to manufacturers' published torque-tightening values. Where manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.3 IDENTIFICATION

- A. Identify each disconnect switch according to requirements specified in Division 26 Section, "Electrical Identification". All switches shall be provided with engraved nameplates which clearly identify the equipment served, circuit designation, and circuit voltage/phase.
- B. Each disconnect means shall be legibly marked as required by Code (including integral disconnect units furnished with motors, appliances, feeders, and branch(es)).

3.4 FIELD QUALITY CONTROL

- A. Visual and mechanical inspection: Include the following inspections and related work.
 - 1. Device Ratings and Settings: Verify that ratings and settings as installed are appropriate for final loads and final system arrangement and parameters. Recommend final protective-device ratings and settings where differences are found. Use accepted revised ratings or settings to make the final system adjustments. Prepare and submit the load current and overload relay heater list.
 - 2. Inspect for defects and physical damage, NRTL labeling, and nameplate compliance with current project drawings.
 - 3. Exercise and perform operational tests of mechanical components and other operable devices in accordance with manufacturer's instructions.
 - 4. Check tightness of electrical connections of devices with calibrated torque wrench. Use Manufacturer's recommended torque values.
 - 5. Clean devices using Manufacturer's approved methods and materials.
 - 6. Verify proper fuse types and ratings in fusible devices.
- B. Electrical Tests: Upon installation of disconnect switches and before electrical circuitry has been energized, provide the following minimum inspections and tests according to manufacturer's written instructions to ensure components are operational within industry and manufacturer's tolerances, are installed according to the Contract Documents, and are suitable for energizing.
 - 1. Inspect accessible components for cleanliness, mechanical and electrical integrity, and damage or deterioration.
 - 2. Inspect bolted electrical connections for tightness according to manufacturer's published torque values or, if not available, those specified in UL 486A and UL 486B.
 - 3. Test Labeling: On satisfactory completion of tests and related effort, apply a label to tested components indicating test results, date, and responsible organization and person.

3.5 ADJUSTING

- A. Adjust/replace fuses in disconnect switches if required to properly coordinate with overcurrent protection requirements of equipment served and with upstream and downstream protective devices.

3.6 CLEANING

- A. After completing system installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish including chips, scratches, and abrasions.

END OF SECTION