STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION

OMB/DFM PROJECT #MC1002000500

SPECIFICATIONS
FOR

COOLING TOWER REPLACEMENT

AT

WILLIAM PENN BUILDING
801 SILVER LAKE BOULEVARD
DOVER, DELAWARE, 19904

PREPARED BY

DEDC
ENGINEERING | DESIGN | CONSULTING

ISSUED FOR BID
OCTOBER 2020
DEDC PROJECT # 20P078

NOT FOR BIDDING PURPOSES

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SECTION 00 01 10
TABLE OF CONTENTS

A. Specifications for this project are arranged in accordance with the Construction Specification Institute numbering system and format. Section numbering is discontinuous and all numbers not appearing in the Table of Contents are not used for this Project.

B. DOCUMENTS BOUND HEREWITH

DIVISION 00 - PROCUREMENT AND CONTRACT REQUIREMENTS

INTRODUCTORY INFORMATION

00 01 01 - PROJECT TITLE PAGE

00 01 10 - TABLE OF CONTENTS

00 01 15 - LIST OF DRAWING SHEETS

PROCUREMENT REQUIREMENTS

00 11 16 - INVITATION TO BID

00 21 13 - INSTRUCTIONS TO BIDDERS

00 41 13 - BID FORM

00 43 13 - BID BOND

CONTRACTING REQUIREMENTS

00 52 13 - STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
(SAMPLE AIA A101-2017)
(SAMPLE AIA A101-2017 EXHIBIT A)

00 54 13 - SUPPLEMENT TO AGREEMENT BETWEEN OWNER & CONTRACTOR A101-2017

00 54 14 – SUPPLEMENT TO A101-2017 – EXHIBIT A INSURANCE AND BONDS

00 61 13.13 - PERFORMANCE BOND

00 61 13.16 - PAYMENT BOND

00 62 76 - APPLICATION AND CERTIFICATE FOR PAYMENT FORMS
(SAMPLE AIA G702(1992) & G703(1992))

00 63 73 - ALLOWANCE AUTHORIZATION

00 65 00 – CLOSEOUT FORMS
(SAMPLE AIA G704-2017)
(SAMPLE AIA G706-1994)
(SAMPLE AIA G706A-1994)
(SAMPLE AIA G707-1994)

00 72 13 - GENERAL CONDITIONS TO THE CONTRACT
(SAMPLE AIA A201-2017)

00 73 13 - SUPPLEMENTARY GENERAL CONDITIONS

NOT FOR BIDDING PURPOSES

00 73 46 - WAGE RATE DETERMINATION SCHEDULE

00 81 13 - GENERAL REQUIREMENTS

00 81 14 - DRUG TESTING FORMS

00 81 15 – AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00 – SUMMARY

01 20 00 - PRICE AND PAYMENT PROCEDURES

01 21 00 – ALLOWANCES

01 30 00 - ADMINISTRATIVE REQUIREMENTS

01 40 00 - QUALITY REQUIREMENTS

01 60 00 - PRODUCT REQUIREMENTS

01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

01 78 00 - CLOSEOUT SUBMITTALS

01 79 00 - DEMONSTRATION AND TRAINING

01 91 13 - GENERAL COMMISSIONING REQUIREMENTS

DIVISION 03 -- CONCRETE

03 30 00 CAST-IN-PLACE CONCRETE

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

07 84 00 FIRESTOPPING

DIVISION 22 – PLUMBING

22 05 53 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

22 07 19 PLUMBING PIPING INSULATION

22 10 05 PLUMBING PIPING

DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING

23 05 13 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

23 05 19 METERS AND GAGES FOR HVAC PIPING

23 05 48 VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT

23 05 53 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

23 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC

23 07 19 HVAC PIPING INSULATION

23 08 00 COMMISSIONING OF HVAC

NOT FOR BIDDING PURPOSES

23 09 50 BUILDING AUTOMATION SYSTEM (BAS) GENERAL
23 09 51 BAS BASIC MATERIALS, INTERFACE DEVICES, AND SENSORS
23 09 53 BAS FIELD PANELS
23 09 54 BAS COMMUNICATION DEVICES
23 09 55 BAS SOFTWARE AND PROGRAMMING
23 09 58 SEQUENCE OF OPERATION
23 09 69 VARIABLE FREQUENCY CONTROLLERS
23 21 13 HYDRONIC PIPING
23 25 00 HVAC WATER TREATMENT
23 65 33 LIQUID COOLERS

DIVISION 26 – ELECTRICAL

26 05 01 MINOR ELECTRICAL DEMOLITION
26 05 19 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 29 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 34 CONDUIT
26 05 37 BOXES
26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 27 17 EQUIPMENT WIRING
26 27 26 WIRING DEVICES
26 28 17 ENCLOSED CIRCUIT BREAKERS
26 29 33 ELECTRICAL HEAT TRACING FOR PIPING

END OF SECTION

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES

SECTION 00 01 15
LIST OF DRAWING SHEETS

COVER SHEET

M000	MECHANICAL – NOTES, LEGEND, AND ABBREVIATIONS
M001	MECHANICAL – PIPING DIAGRAM
M100	MECHANICAL – PIPING EXTERIOR SPACES
M400	MECHANICAL – CONTROLS
M500	MECHANICAL – SCHEDULES AND DETAILS
E000	ELECTRICAL – LEGEND AND ABBREVIATIONS
ED100	ELECTRICAL – HEAT TRACE SCHEMATIC DIAGRAM – DEMOLITION
E100	ELECTRICAL – DEMOLITION AND NEW WORK PLANS
E200	ELECTRICAL – HEAT TRACE SCHEMATIC DIAGRAM – NEW WORK
E300	ELECTRICAL – PANELBOARD SCHEDULES
S100	STRUCTURAL – COOLING TOWER SUPPORTS

END OF SECTION

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES

SECTION 00 11 16
INVITATION TO BID

Sealed bids for **OMB/DFM Contract No. MC1002000500 – William Penn Building – Cooling Tower Replacement** will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, by either electronic mail or by mail as follows. Bid submissions submitted by electronic mail must be sent to DFM-BID@delaware.gov and a hard copy of the entire submission shall be sent by mail within five (5) business days of the bid submission deadline

Sealed bids shall be mailed and addressed to the Division of Facilities Management, Thomas Collins Building, 540 S. DuPont Highway, Suite 1 (Third Floor), Dover, DE 19901. The outer envelope should clearly indicate: **"OMB/DFM CONTRACT NO. MC1002000500 – William Penn BUILDING – Cooling Tower Replacement - SEALED BID - DO NOT OPEN."**

Bids will be accepted until 1:30 p.m. local time on Wednesday, October 28, 2020. Bids will be opened and read aloud at 2:15 p.m. local time on Wednesday, October 28, 2020. Bidder bears the risk of late delivery. Any bids received after the stated time whether by mail or electronic mail will be rejected and the mailed bids will be returned unopened. The bid opening will be held through electronic means to comply with the Governor's State of Emergency. To attend the bid opening, the public may participate by joining the meeting at Webex.com, meeting number **173 879 8152** and password **N86KuRjSvh2**. There will be no in-person meeting.

The project involves the replacement of the existing cooling tower at the William Penn Building in Dover, DE.

A **MANDATORY** Pre-Bid Meeting will be held on Tuesday, October 13, 2020, at 9:30 a.m. In compliance with the Governor's State of Emergency, the pre-bid meeting will be held by electronics means. There will be no in-person meeting. The public may join the pre-bid meeting at Webex.com, meeting number **173 386 0512** and password **VsNYG3gsJ73** for the purpose of establishing the list of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Contract Documents may be obtained at DEDC, LLC, 315 S. Chapel Street, Newark, DE 19711, (302) 738-7172 upon receipt of $75.00 per set, non-refundable and $25.00 per electronic copy set, non-refundable. Please call in advance to ensure documents are available. Checks are payable to "DEDC, LLC".

Construction documents will be available for review at the following locations: DEDC, LLC, 315 S. Chapel Street, Newark, DE 19711; Delaware Contractors Association, 527 Stanton-Christiana Road, Newark, DE; Associated Builders and Contractors, 31 Blevins Drive, New Castle, DE.

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein.

END OF SECTION

NOT FOR BIDDING PURPOSES

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NOT FOR BIDDING PURPOSES

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. DEFINITIONS

2. BIDDER'S REPRESENTATION

3. BIDDING DOCUMENTS

4. BIDDING PROCEDURES

5. CONSIDERATION OF BIDS

6. POST-BID INFORMATION

7. PERFORMANCE BOND AND PAYMENT BOND

8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

NOT FOR BIDDING PURPOSES

ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

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

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

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special

Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

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

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

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

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

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

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

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

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

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

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

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

NOT FOR BIDDING PURPOSES

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

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

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

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

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

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

ARTICLE 2: BIDDER'S REPRESENTATIONS

2.1 PRE-BID MEETING

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

2.2 By submitting a Bid, the Bidder represents that:

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

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

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

2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

NOT FOR BIDDING PURPOSES

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

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

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

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

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

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

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

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

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

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best

NOT FOR BIDDING PURPOSES

commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

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

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

3.3 SUBSTITUTIONS

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

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

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

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

3.4 ADDENDA

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

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

3.4.3 No Addenda will be issued later than 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.

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

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

NOT FOR BIDDING PURPOSES

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

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

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

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

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

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

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

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

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

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

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

4.2 BID SECURITY

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

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished

NOT FOR BIDDING PURPOSES

or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

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

4.3 SUBCONTRACTOR LIST

4.3.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the Bidder will be using to perform the work and provide material for that subcontractor category. Should the Bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the Bidder shall list that third-tier contractor's full name and address (City & State). **If the Bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the Bidder intends to perform the work themselves, the Bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

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

4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

4.4.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, each Bidder shall submit with their Bid the Affidavit of Contractor Qualifications certifying that the Bidder will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term. After a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

4.5.1 In accordance with Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if **all** of the following apply:

A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
B. The contractor employs 10 or more total employees.

NOT FOR BIDDING PURPOSES

C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code.

Bidders shall submit the Affidavit of Craft Training Compliance prior to contract execution.

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

NOT FOR BIDDING PURPOSES

4.7 PREVAILING WAGE REQUIREMENT

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

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

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

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

4.8 SUBMISSION OF BIDS

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

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

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

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

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

4.9 MODIFICATION OR WITHDRAW OF BIDS

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

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

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

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

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

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

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

5.2 COMPARISON OF BIDS

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

NOT FOR BIDDING PURPOSES

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

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

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

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

5.3 DISQUALIFICATION OF BIDDERS

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

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

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

C. The Bidder's written safety plan;

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

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

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

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

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

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

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

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

NOT FOR BIDDING PURPOSES

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

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

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

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

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

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

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

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

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

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

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

NOT FOR BIDDING PURPOSES

contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

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

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

6.2 BUSINESS DESIGNATION FORM

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

6.3 Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

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

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

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

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

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

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 00 41 13

BID FORM

For Bids Due: October 28, 2020 (1:30 p.m.) **To:** Mr. John Dunham
Construction Projects Manager
State of Delaware
Office of Management and Budget
540 South DuPont Highway, Suite 1
Dover, Delaware 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $10,000 ten thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change orders. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____
(Signature)

ALTERNATES

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

ALTERNATE No. 1: Provide temporary cooling

Add/Deduct: _____
($)

NOT FOR BIDDING PURPOSES

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

NOT FOR BIDDING PURPOSES

ATTACHMENTS

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

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, the following subcontractor listing must accompany any bid submittal. The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the bidder will be using to perform the work and provide material for that subcontractor category. Should the bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the bidder shall list that third-tier contractor's full name and address (City & State). **If the bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the bidder intends to perform the work themselves, the bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

Subcontractor Category	Subcontractor	Address (City & State)	Subcontractors tax-payer ID # or Delaware Business license #
1.			
A.			
B.			
C.			
2.			
A.			
B.			
C.			

NOT FOR BIDDING PURPOSES

BID FORM (Continued)

3.			
A.			
B.			
C.			
4.			
A.			
B.			
C.			
5.			
A.			
B.			
C.			

NOT FOR BIDDING PURPOSES

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of MC1002000500 have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

NOT FOR BIDDING PURPOSES

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

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, including subcontractors, 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 _____.

NOT FOR BIDDING PURPOSES

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

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

We hereby certify that we will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term.

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, after a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

Contractor Name: _____

Contractor 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 _____.

NOT FOR BIDDING PURPOSES

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

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SECTION 00 43 13
BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____ _____of _____ in the County of _____ _____and State of _____as **Principal**, and _____ _____ of _____ in the County of _____ and State of _____ as **Surety**, legally authorized to do business in the State of Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____ _____ Dollars ($_____), or _____ percent not to exceed _____ _____ Dollars ($_____) of amount of bid on Contract No. MC1002000500, to be paid to the **State** for the use and benefit of the Office of Management and Budget for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal** who has submitted to the Office of Management and Budget 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 Office of Management and Budget this Contract to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation shall be void or else to be and remain in full force and virtue.

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

SEALED, AND DELIVERED IN THE
Presence of

_____
Name of Bidder (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____

_____
Title

_____
Name of Surety

Witness:_____ By: _____

_____
Title

END OF SECTION

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SECTION 00 52 13
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017

The contract to be utilized on this project shall be the "Standard Form of Agreement Between Owner and Contractor" AIA Document A101-2017, including AIA Document A101 – 2017 Exhibit A, as well as Supplements to A101-2017 and Exhibit A and the State of Delaware's General Requirements.

END OF SECTION

NOT FOR BIDDING PURPOSES

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DRAFT

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

« »« »
« »
« »
« »

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

« »« »
« »
« »
« »

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

«testing»
«»
«»

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

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

NOT FOR BIDDING PURPOSES

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.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1278371941)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

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User Notes: (1278371941)

[« »] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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 «Zero Dollars and Zero Cents» ($ «0.00»), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

NOT FOR BIDDING PURPOSES
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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

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

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

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 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; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

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.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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.)

« »
« »
« »
« »

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

« »
« »
« »
« »
« »
« »

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

« »
« »
« »
« »
« »
« »

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

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

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[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

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

OWNER *(Signature)*	CONTRACTOR *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

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AIA® Document A101™ – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

«»
«»

THE OWNER:
(Name, legal status and address)

« »« »
« »

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

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 Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[« »] § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

[« »] § A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[« »] § A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

[« »] § A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] § A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] § A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] § A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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[« »] § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[« »] § A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » ($ « ») each occurrence, « » ($ « ») general aggregate, and « » ($ « ») aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and

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.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » ($ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than « » ($ « ») each accident, « » ($ « ») each employee, and « » ($ « ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

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§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« »] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

[« »] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[« »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] § A.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

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§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »

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SECTION 00 54 13
SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2017. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 Delete paragraph 3.1 in its entirety and replace with the following:

"The date of Commencement of the Work shall be a date set forth in a notice to proceed issued by the Owner."

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

5.3 Insert the interest rate of "1% per month not to exceed 12% per annum."

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 7: TERMINATION or SUSPENSION

7.1.1 Delete paragraph 7.1.1 in its entirety.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.4 Delete paragraph 8.4 in its entirety and replace with the following:

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

END OF SECTION

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SECTION 00 54 14
SUPPLEMENT TO A101-2017 – EXHIBIT A INSURANCE AND BONDS

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2017 Exhibit A Insurance and Bonds. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE A.2 OWNER'S INSURANCE

A.2.1 General

Delete paragraph A.2.1 in its entirety.

A.2.2 Liability Insurance

Delete paragraph A.2.2 in its entirety, except in the case of school projects this paragraph shall remain.

A.2.3 Required Property Insurance

Delete paragraph A.2.3 in its entirety.

A.2.4 Optional Extended Property Insurance

Delete paragraph A.2.4 in its entirety.

A.2.5 Other Optional Insurance

Delete paragraph A.2.5 in its entirety.

ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS

A.3.1.3 Additional Insured Obligations

In the first sentence after "coverage to include (1)" delete "(1) the Owner,".

Strike the remainder of the first sentence beginning at the semicolon "; and (2) the Owner" through the end of the sentence.

Delete the second sentence in its entirety.

A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety and replace with the following:
Property Insurance of the same type and scope satisfying the requirements identified in Section A.2.3, The Contractor shall comply with all obligations of the Owner under A.2.3 except to the extent provided below. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required.

END OF SECTION

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SECTION 00 61 13.13
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 Office of Management and Budget ("**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. MC1002000500 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.

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

END OF SECTION

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SECTION 00 61 13.16
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 Office of Management and Budget ("**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. MC1002000500 dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

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

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

NOT FOR BIDDING PURPOSES

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

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END OF SECTION

SECTION 00 62 76
APPLICATION AND CERTIFICATE FOR PAYMENT

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The Application and Certificate for Payment are as stated in the American Institute of Architects Document AIA G702 & AIA G703 (1992 version) entitled Application and Certificate for Payment and is part of this project manual as if herein written in full. A draft sample has been included for reference.

END OF SECTION

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AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: State of Delaware

PROJECT:

APPLICATION NO: 001
PERIOD TO:
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: / /

Distribution to:
OWNER: ☒
ARCHITECT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

FROM CONTRACTOR:

VIA ARCHITECT: DEDC, LLC
315 S. Chapel Street
Newark, DE 19711

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

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

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

CONTRACTOR:
By: _____ Date: _____
State of:
County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 0.00

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

ARCHITECT:
By: _____ Date: _____

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

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AIA® Document G703™ – 1992

Continuation Sheet

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

APPLICATION NO: 001
APPLICATION DATE: --/--/--
PERIOD TO:
ARCHITECT'S PROJECT NO: N/A

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

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ALLOWANCE AUTHORIZATION

Project:

Architect: **Project No.**

Contractor:

AAA No.: **Initiation Date:**

The Allowance is allocated as follows:

Total original Contract Allowance was:	$
Amount of Contract Allowance Access previously authorized:	$
Adjusted Contract Allowance prior to this authorization is:	$
The amount of available Allowance will Decrease by this Access Authorization:	$
The remaining Contract Allowance, after this Access Authorization will be:	$

Recommended by:
Architect

By (Signature): _____
Date: _____

Accepted by:
Contractor

By (Signature): _____
Date: _____

Approved by:
Owner

By (Signature): _____
Date: _____

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CLOSEOUT FORMS

The Contract Closeout Forms to be used for this Contract are listed below. Draft samples of the AIA forms indicated have been included for reference.

__	00 65 16	Certificate of Substantial Completion Form	(AIA G704-2017)
__	00 65 19.13	Affidavit of Payment of Debts and Claims Form	(AIA G706-1994)
__	00 65 19.16	Affidavit of Release of Liens Form	(AIA G706A-1994)
__	00 65 19.19	Consent of Surety to Final Payment Form	(AIA G707-1994)

END OF SECTION

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AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CERTIFICATE INFORMATION:
testing	Contract For: General Construction Date:	Certificate Number: Date:
OWNER: *(name and address)*	ARCHITECT: *(name and address)*	CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first.
The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $

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

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*	SIGNATURE	PRINTED NAME AND TITLE	DATE
OWNER *(Firm Name)*	SIGNATURE	PRINTED NAME AND TITLE	DATE

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
testing

TO OWNER: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction
CONTRACT DATED:

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

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate Attachment ☐ Yes ☐ No

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

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

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

3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

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

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*
testing

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

TO OWNER: *(Name and address)*

CONTRACT DATED:

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

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

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

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

, OWNER,

as set forth in said Surety's bond.

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

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

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SECTION 00 72 13
GENERAL CONDITIONS TO THE CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2017 Edition) entitled General Conditions of the Contract for Construction as revised by the Supplementary General Conditions (00 73 13) and is part of this project manual as if herein written in full.

END OF SECTION

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AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

«testing»
«»

THE OWNER:
(Name, legal status and address)

« »« »
« »

THE ARCHITECT:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

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

15 CLAIMS AND DISPUTES

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4

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Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

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Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

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GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**

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User Notes: (1903375927)

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10

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Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

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Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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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 or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

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and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 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.

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

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§ 2.3.4 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.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.4 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.

§ 2.5 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 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, 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

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obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit 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, subject to Section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

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

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

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

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§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

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§ 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 notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

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

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and

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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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent

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acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise

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such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; 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 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.

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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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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

§ 6.3 Owner's Right to Clean Up

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

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.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, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

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§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 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.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended 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

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or 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

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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, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers 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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

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§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier 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 Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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 and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8 Substantial Completion

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

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, 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

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against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the 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 and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

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

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

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(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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to

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provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner

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shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any 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 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 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for

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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, excluding that jurisdiction's choice of law rules. 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 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 the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.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 reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
.2 Accept assignment of subcontracts pursuant to Section 5.4; and
.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of 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 Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

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§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

§ 15.1.6.2 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.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker

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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 the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, 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 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 those of the Owner and Contractor under this Agreement.

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SECTION 00 73 13
SUPPLEMENTARY GENERAL CONDITIONS A201-2017

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2017. 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

NOT FOR BIDDING PURPOSES

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Strike the last sentence of Section 1.1.1 in its entirety and replace with the following:

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

Add the following Section:

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

1.1.8 INITIAL DECISION MAKER

Strike the last sentence of Section 1.1.8 in its entirety and add the following to the end of the remaining sentence:

" and certify termination of the Agreement under Section14.2.2."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1.1 Insert "if possible" at the end of the second sentence.

Add the following Sections:

"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

Strike Section 1.5.1 in its entirety and replace with the following:

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

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

NOT FOR BIDDING PURPOSES

Strike Section 1.5.2 in its entirety.

1.7 DIGITAL DATA USE AND TRANSMISSION

Strike Section 1.7 in its entirety and replace with the following:

"The parties shall agree upon protocols governing transmission and use of Instruments of Service or any other information or documentation in digital form."

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Strike Section 1.8 in its entirety.

ARTICLE 2: OWNER

2.2 EVIDENCE OF THE OWNERS FINANCIAL ARRANGEMENTS

Strike Section 2.2 in its entirety.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.3 Strike 2.3.3 in its entirety.

2.3.4 Add the following sentence at the end of the paragraph:

"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."

Strike Section 2.3.6 in its entirety and replace with the following:

"2.3.6 The Contractor shall be furnished free of charge (1) electronic set of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling."

2.5 OWNER'S RIGHT TO CARRY OUT THE WORK

Add ", except as outlined in Section 3.15" after the reference to "Article 15" at the end of the last sentence of the Section.

NOT FOR BIDDING PURPOSES

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.2 Add "and Owner" after "report to the Architect" in the second sentence.

3.2.4 Strike "subject to Section 15.1.7" in the second sentence.

3.2.4 Strike the third sentence.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

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

"3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials, or as otherwise identified by the specifications. 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 Sections:

"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 Architect & Owner 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 Sections:

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

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

"3.5.5 Upon notification by the Owner of a defect covered by the Contractor's warranty, the Contractor shall respond within 4 hours of the notification."

"3.5.6 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said warranties will commence at the same time as the General Warranty."

NOT FOR BIDDING PURPOSES

"3.5.7 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."

3.8 ALLOWANCES

Add the following Section:

"3.8.1.1 For costs to be covered under a project allowance, (included in the schedule of values) the Contractor shall submit a summary of those costs anticipated and an Allowance Access Authorization Form to the Architect and Owner, reflecting the projected costs. The Allowance Access Authorization Form must be signed by the Owner prior to initiating any work associated with the allowance."

3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.1 Add "estimated" after "and the" and before "date of" in the second sentence.

3.10.2 Strike "and thereafter as necessary to maintain a current submittal schedule" in the first sentence.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Sections:

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

"3.11.2 At the completion of the project, the Contractor shall obtain a set of the conformed contract 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 Upon completion of the work noted in 3.11.2 the contractor shall schedule a meeting with the Architect/Engineer and Owner to review the final record drawings and closeout documents prior to submission. After this meeting the Contractor shall make adjustments per the review, and submit one (1) original markup and (2) copies of the red line drawings (as-built conditions, to the Owner and one (1) print to the Architect. In addition, attach one complete set of the as-built documents to each of the Operating and Maintenance Instructions/Manuals. The Contractor will include (2) USB drives, each containing all "red line drawings (as-built) and Closeout Documents properly tabbed in accordance with closeout requirements as defined elsewhere in the contract documents."

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.10.2 Strike "If the Contract Documents require" from the beginning of the sentence.

3.12.10.2 Strike "to" between "professional" and certify" and replace with "shall".

3.17 Insert "indemnify and" between "shall" and "hold" in the second sentence.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

NOT FOR BIDDING PURPOSES

4.2.7 Strike the first sentence 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."

4.2.7 Strike the second sentence 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 Section:

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

"4.2.13 Add "and in compliance with all local requirements." to the end of the sentence."

ARTICLE 5: SUBCONTRACTORS

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

5.2.3 Strike Section 5.2.3 in its entirety and replace with the following:

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

5.2.4 Strike Section 5.2.4 in its entirety and replace with the following:

"The Contractor may not substitute any Subcontractor listed in its Bid unless the Contractor complies with the requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4. Failure to comply with this requirement shall subject the Contractor to a penalty as outlined in Section 5.2 of the Owner's General Requirements."

Add the following Section:

"5.2.5 The Contractor shall comply and shall ensure all Subcontractors comply with all requirements for drug testing as set forth in TITLE 19 LABOR DELAWARE ADMINISTRATIVE CODE 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."**

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

6.1.1 Strike "and waiver of subrogation" from the end of the second sentence.

NOT FOR BIDDING PURPOSES

6.1.4 Strike Section 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

6.2.3 Strike "shall" and replace with "may" in the second sentence.

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK IN THE STATE OF DELAWARE DIVISION OF FACILITIES MANAGEMENT GENERAL REQUIREMENTS)

7.3.4.1 Strike "and other employee costs approved by the Architect" after "worker's compensation insurance,"

7.3.4.4 Add "work attributable to the" before "change" at the end of the sentence.

7.4 MINOR CHANGES IN WORK
Add "unless such changes are approved" at the end of the third sentence.

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following Section:

"8.2.1.1 Refer to Project Specifications Section SUMMARY OF WORK for Contract time requirements."

8.2.2 After "by the Contractor" strike "and" and insert "to".

8.2.4 Add the following Section:

"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 "binding dispute resolution" and insert "any and all remedies at law or in equity".

Add the following Section:

"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."

Strike Section 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 Section 8.3.1 shall be the Contractor's sole remedy in the

NOT FOR BIDDING PURPOSES

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 Section:

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Sections:

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

"9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1.5% of the initial contract amount."

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Strike Section 9.3.1 in its entirety and replace with the following:

"At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. The application shall be notarized, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage."

Add the following Sections:

"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."

"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 Subsections 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.

NOT FOR BIDDING PURPOSES

9.6 PROGRESS PAYMENTS

9.6.1 Strike Section 9.6.1 in its entirety and replace with the following:

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

9.6.8 Strike "Provided the Owner has fulfilled its payment obligations under the Contract Documents," in the first sentence.

9.7 FAILURE OF PAYMENT

Strike Section 9.7 in its entirety and replace with the following:

"If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon thirty additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents."

9.8 SUBSTANTIAL COMPLETION

9.8.3 At the end of Section 9.8.3, add the following sentence:

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

9.8.5 Strike "shall" and insert "may" in the second sentence.

9.8.5 Insert "1/2 of the" after "make payment of" in the second sentence.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 Strike the the first sentence and replace with the following (the remainder of the Section remains as written):
"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 authorized by public authorities having jurisdiction over the Project."

9.10.2 Strike "to remain in force after final payment is currently in effect" after "required by the Contract Documents" and replace with "shall remain in force until final payment is completed" in the first sentence.

9.10.4.4 Strike "if permitted by the Contract Documents,"

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

NOT FOR BIDDING PURPOSES

Add the following Sections:

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 Section:

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.

10.2.5 Strike the second sentence in its entirety.

10.3 HAZARDOUS MATERIALS AND SUBSTANCES

10.3.3 Strike Section 10.3.3 in its entirety.

10.3.4 Insert "hazardous" in the last sentence after "handling of such" .

10.3.6 Strike Section 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.1 Strike "Owner" from the the third sentence .

11.2 OWNER'S LIABILITY INSURANCE

Strike 11.2in its entirety, except that in the case of school projects in which case Section 11.2 shall remain.

11.3 WAIVERS OF SUBROGATION

Delete Section 11.3 in its entirety

11.4 LOSS OF USE, BUSINESS INTERRUPTION, AND DELAY IN COMPLETION INSURANCE

Delete Section 11.4 in its entirety

NOT FOR BIDDING PURPOSES

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Section:

"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 non-conforming work and that required under contract including any damage to the structure."

12.2.2.1 Strike all references to "one year" or "one-year" and replace with "two years".

12.2.2.2 Strike "one-year" and replace with "two years".

12.2.2.3 Strike "one-year" and replace with "two years".

12.2.5 Strike "one-year" and replaced with "two years".

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike the last sentence.

13.4 TESTS AND INSPECTIONS

13.4.1 Strike the last sentence and replace with the following:

"The Owner shall pay for tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor."

13.5 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" and replace with "30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month."

Insert the following Section:

"13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

13.6.1 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

14.1 TERMINATION BY THE CONTRACTOR

14.1.1.4 Insert ", upon the Contractors' request," after ""furnish to the Contractor" .

NOT FOR BIDDING PURPOSES

14.1.3 Strike “and profit on Work not executed, and” after “as well as reasonable overhead” and replace with “, profit, and reasonable”

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.2 Strike “Adjustment of the Contract Sum shall include profit”.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.3 Strike Section 14.4.3 in its entirety and replace with the following:

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.2 TIME LIMITS ON CLAIMS

Strike the last sentence.

15.1.3 NOTICE OF CLAIM

Strike all references to “21” and replace with “45”.

15.1.5 CLAIMS FOR ADDITIONAL COSTS

Strike the first sentence and replace with the following:

“Contractor shall not proceed to execute any portion of the Work that is subject to the Claim without prior approval of the costs or method of payment for the costs associated with the Claim as determined by the Architect and approved by the Owner.”

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

Strike Section 15.1.7 in its entirety.

15.2 INITIAL DECISION

15.2.1 Strike “and binding dispute resolution” in the fourth sentence and replace with “or any and all remedies at law or in equity”.

15.2.5 Strike Section 15.2.5 in its entirety and replace with the following:

“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 any or all remedies at law or in equity.”

15.2.6 Strike Section 15.2.6 and its subSections in their entirety.

NOT FOR BIDDING PURPOSES

15.3 MEDIATION

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

15.3.2 Strike “, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,” in the first sentence.

15.3.2 Strike all references to “binding dispute resolution” and replace with “any or all remedies at law and in equity”.

15.3.3 Strike Section 15.3.3 in its entirety.

15.4 ARBITRATION

Strike Section 15.4 and its Subsections in their entirety.

END OF SECTION

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SECTION 00 73 46
WAGE RATE DETERMINATION SCHEDULE

The Delaware Department of Labor Division of Industrial Affairs has established the category and associated prevailing wage rate for this project. The project approved prevailing wage rate determination schedule follows:

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STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 761-8200

Mailing Address:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

Located at:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

PREVAILING WAGES FOR **BUILDING CONSTRUCTION** EFFECTIVE MARCH 13, 2020

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	24.35	29.99	43.65
BOILERMAKERS	72.91	36.99	54.38
BRICKLAYERS	57.94	57.94	57.94
CARPENTERS	56.46	56.46	44.83
CEMENT FINISHERS	76.91	53.57	23.61
ELECTRICAL LINE WORKERS	48.43	41.53	31.66
ELECTRICIANS	72.49	72.49	72.49
ELEVATOR CONSTRUCTORS	99.43	68.69	34.03
GLAZIERS	77.25	77.25	60.35
INSULATORS	59.68	59.68	59.68
IRON WORKERS	67.70	67.70	67.70
LABORERS	49.20	49.20	49.20
MILLWRIGHTS	76.83	76.83	61.93
PAINTERS	53.71	53.71	53.71
PILEDRIVERS	79.62	41.92	33.90
PLASTERERS	31.79	31.79	23.56
PLUMBERS/PIPEFITTERS/STEAMFITTERS	72.05	56.29	62.21
POWER EQUIPMENT OPERATORS	73.29	73.29	73.29
ROOFERS-COMPOSITION	25.58	25.24	23.05
ROOFERS-SHINGLE/SLATE/TILE	19.59	23.29	18.32
SHEET METAL WORKERS	75.03	75.03	75.03
SOFT FLOOR LAYERS	54.59	54.59	54.59
SPRINKLER FITTERS	61.83	61.83	61.83
TERRAZZO/MARBLE/TILE FNRS	66.75	66.75	66.75
TERRAZZO/MARBLE/TILE STRS	74.02	74.02	74.02
TRUCK DRIVERS	32.77	29.22	22.75

CERTIFIED: 07/31/2020 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) [redacted] 761-8200

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

PROJECT: MC1002000500 William Penn Building - Cooling Tower Replacement, New Castle County

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SECTION 00 81 13
GENERAL REQUIREMENTS

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

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ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

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

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

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

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

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

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

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

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

NOT FOR BIDDING PURPOSES

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

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

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

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

3.11 STATE LICENSE AND TAX REQUIREMENTS

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

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

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

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing

NOT FOR BIDDING PURPOSES

materiel or performing labor in the performance of the Contract, of all sums of money due the person for such labor and materiel. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

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

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

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

4.2 FAILURE TO COMPLY WITH CONTRACT

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

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

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

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

4.4 RIGHT TO AUDIT RECORDS

NOT FOR BIDDING PURPOSES

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

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

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

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

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

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

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

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

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

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

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

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

A. Is unqualified to perform the work required;

B. Has failed to execute a timely reasonable Subcontract;

NOT FOR BIDDING PURPOSES

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

D. Is no longer engaged in such business.

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

5.1.6 The Contractor may employ additional Subcontractors on the jobsite only after submitting a copy of the Subcontractor's Employee Drug Testing Program to the Owner for approval. A Contractor or Subcontractor shall not commence work until the Owner has concluded its review and determined that the submitted Employee Drug Testing Program complies with OMB Regulation 4104.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

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

5.3 ASBESTOS ABATEMENT

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

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.5 CONTRACT PERFORMANCE

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

NOT FOR BIDDING PURPOSES

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

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

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

ARTICLE 7: CHANGES IN THE WORK

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

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

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

7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is $50/hour, the DPE would be $67.50/hour (50 x 1.35).

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

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

ARTICLE 8: TIME

NOT FOR BIDDING PURPOSES

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

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

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

8.4 SUSPENSION AND DEBARMENT

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

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

8.5 RETAINAGE

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

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

NOT FOR BIDDING PURPOSES

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

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

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

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

9.2 PARTIAL PAYMENTS

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

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

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

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

9.3 SUBSTANTIAL COMPLETION

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

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

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

9.4 FINAL PAYMENT

NOT FOR BIDDING PURPOSES

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

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

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

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

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

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

10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS)

NOT FOR BIDDING PURPOSES

provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

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

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

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

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

11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, may be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

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

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

11.7.1 <u>Contractor's Contractual Liability Insurance</u>

Minimum coverage to be:

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

11.7.2 <u>Contractor's Protective Liability Insurance</u>

Minimum coverage to be:

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

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

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

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

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

11.7.5.2 Minimum Limit for all employees working at one site.

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

11.7.7 Social Security Liability

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

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

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

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

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

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

13.2 DIMENSIONS

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

13.3 LABORATORY TESTS

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

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

13.4 ARCHAEOLOGICAL EVIDENCE

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

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than

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two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

ARTICLE 14: TERMINATION OF CONTRACT

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

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

END OF SECTION

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DRUG TESTING FORMS

The Office of Management and Budget (OMB) has developed the 4014 regulations as part of the Delaware Code that requires 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 this Contract awarded pursuant to 29 **Del.C.** 6962. Sample copies of Testing report Forms maintained and/or submitted pursuant to the requirements of 4104 regulations for this Project are included herewith.

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EMPLOYEE DRUG TESTING REPORT FORM

Period Ending:_____

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds maintain testing data that includes but is not limited to the data elements below.

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:
_____
_____
_____

Date: _____

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This form is not required to be submitted to the Owner. Included as a reference to show information required to be maintained by the Contractor. The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor's or Subcontractor's offices (or by other means to make the data available for inspection by the Owner).

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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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AFFIDAVIT OF
CRAFT TRAINING COMPLIANCE

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at https://det.delawareworks.com/apprenticeship/documents/Apprenticeship Occupation List for 29Del6962 Compliance.pdf
If you have questions regarding craft training programs, please submit them in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. The Craft Training Compliance Affidavit must be submitted prior to contract execution. In addition to this Affidavit, all information pertaining to craft training for subcontractors must also be submitted prior to contract execution. Information to be provided is the craft, company name, registration number (indicate DE, US DOL or identify other state) or that craft training requirements do not apply and the reason.

In accordance with Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if **all** of the following apply:

A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
B. The contractor employs 10 or more total employees.
C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code.

Craft(s) _____

Contractor Name: _____

Contractor Address: _____

_____

_____

Contractor Program
Registration Number(s) _____
On this line also indicate whether DE, Other State (identify) or US Registration Number

Or

❑ **Craft Training requirements are not applicable because:** _____

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 TO BE CONSIDERED.

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SECTION 01 10 00
SUMMARY

PART 1 GENERAL

1.01 PROJECT

A. Project Name: William Penn - Cooling Tower Replacement.

B. Owner's Name: State of Delaware OMB - Division of Facilities Management - Department of Technology and Information

C. The goal of this project is to replace a select cooling tower and select piping where indicated on the drawings.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.

1.03 DESCRIPTION OF WORK

A. HVAC: Replace existing system with new construction, keeping existing in operation until ready for changeover.

B. Electrical Power: Alter existing system and add new construction, keeping existing in operation.

1.04 OWNER OCCUPANCY

A. State of Delaware OMB - Division of Facilities Management intends to continue to occupy adjacent portions of the existing building during the entire construction period.

B. State of Delaware OMB - Division of Facilities Management intends to occupy the Project upon Substantial Completion.

C. Cooperate with State of Delaware OMB - Division of Facilities Management to minimize conflict and to facilitate continuation of normal State of Delaware OMB - Division of Facilities Management's operations.

D. Schedule the Work to accommodate State of Delaware OMB - Division of Facilities Management occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

A. Provide access to and from site as required by law and by State of Delaware OMB - Division of Facilities Management:
   1. Emergency Building Exits During Construction: Keep all exits required by code clear and open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.

B. Utility Outages and Shutdown:
   1. Limit disruption of utility services to hours the building is unoccupied.
   2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to State of Delaware OMB - Division of Facilities Management and authorities having jurisdiction.
   3. Prevent accidental disruption of utility services to other facilities.

1.06 PROJECT WORK HOURS

A. Contractor work hours on this project shall be from 8:00 a.m. to 4:30 p.m. Monday through Friday unless otherwise noted. Contractors to coordinate work schedule with State Holidays. Contractor shall not work on site during State holidays unless otherwise noted by the Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedures for preparation and submittal of applications for progress payments.

B. Change procedures.

1.02 SCHEDULE OF VALUES

A. Forms to be used: AIA G703.

B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to DEDC, LLC for approval.

C. Forms shall be typed. Forms filled out by hand will not be accepted.

D. Submit Schedule of Values in duplicate within 5 days after date of Pre-Construction Meeting.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement.

B. Form to be used: AIA G702 and G703.

C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to DEDC, LLC for approval.

D. Forms shall be typed. Forms filled out by hand will not be accepted.

E. Execute certification by signature of authorized officer.

F. Submit three copies of each Application for Payment.

G. Include the following with the application:
   1. OMB/DFM Project Number.
   2. Contractors Purchase Order Number from the State.

1.04 MODIFICATION PROCEDURES

A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, DEDC, LLC will issue instructions directly to Contractor.

B. For other required changes, DEDC, LLC will issue a document signed by State of Delaware OMB - Division of Facilities Management instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
   1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
   2. Promptly execute the change.

C. For changes for which advance pricing is desired, DEDC, LLC will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 5 days.

D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.

E. Execution of Change Orders: DEDC, LLC will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

F. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

G. Promptly revise progress schedules to reflect any change in Contract Time, and revise sub-schedules to adjust times for other items of work affected by the change.

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H. Promptly enter changes in Project Record Documents.

1.05 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

B. Application for Final Payment will not be considered until the following have been accomplished:
   1. All closeout procedures specified in Section 01 70 00.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 21 00
ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Contingency allowance.

1.02 RELATED REQUIREMENTS

A. State of Delaware Front End Documents Division 0

B. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 CONTINGENCY ALLOWANCE

A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.

B. Funds will be drawn from the Contingency Allowance only by Change Order or an allowance authorization formalized by the owner.

C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.04 ALLOWANCES SCHEDULE

A. Contingency Allowance: Include the stipulated sum/price of $10,000 for use upon Owner's instructions for miscellaneous items found during construction.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Preconstruction meeting.
B. Progress meetings.
C. Construction progress schedule.
D. Progress photographs.
E. Coordination drawings.
F. Submittals for review, information, and project closeout.
G. Number of copies of submittals.
H. Submittal procedures.

1.02 RELATED REQUIREMENTS

A. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
B. Section 01 78 00 - Closeout Submittals: Project record documents.
C. Section 01 91 13 - General Commissioning Requirements: Additional procedures for submittals relating to commissioning.
   1. Where submittals are indicated for review by both DEDC, LLC and the Commissioning Authority, submit one extra and route to DEDC, LLC first, for forwarding to the Commissioning Authority.
   2. Where submittals are not indicated to be reviewed by DEDC, LLC, submit directly to the Commissioning Authority; otherwise, the procedures specified in this section apply to commissioning submittals.

1.03 PROJECT COORDINATION

A. Project Coordinator: State of Delaware's Project Manager and DEDC.
B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.
C. During construction, coordinate use of site and facilities through the Project Coordinator.
D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
G. Make the following types of submittals to DEDC, LLC through the Project Coordinator:
   1. Requests for interpretation.
   2. Requests for substitution.
   3. Shop drawings, product data, and samples.
   4. Test and inspection reports.
   5. Design data.
   6. Manufacturer's instructions and field reports.
   7. Applications for payment and change order requests.
   8. Progress schedules.
   9. Coordination drawings.
   10. Correction Punch List and Final Correction Punch List for Substantial Completion.
   11. Closeout submittals.

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PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

A. State of Delaware OMB - Division of Facilities Management will schedule a meeting after Notice of Award.

B. Attendance Required:
   1. State of Delaware OMB - Division of Facilities Management.
   2. DEDC, LLC.
   3. Contractor.

C. Agenda:
   1. Execution of State of Delaware OMB - Division of Facilities Management-Contractor Agreement.
   2. Designation of personnel representing the parties to Contract, State of Delaware, Contractor, Subcontractors, and DEDC, LLC.
   3. Designation of personnel representing the parties to Contract, owner, and DEDC, LLC.
   4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   5. Scheduling.

3.02 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum two week intervals.

B. DEDC, LLC will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required:
   1. Contractor.
   2. State of Delaware OMB - Division of Facilities Management.
   3. DEDC, LLC.
   4. Contractor's Superintendent.
   5. Major Subcontractors.

D. Contractor shall provide a 3-week look ahead schedule in writing at each meeting and be prepared to review with attendees.

E. Agenda:
   1. Review minutes of previous meetings.
   2. Review of Work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems that impede, or will impede, planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Maintenance of progress schedule.
   7. Review contractor's 3 week look ahead schedule.
   8. Corrective measures to regain projected schedules.
   9. Planned progress during succeeding work period.
   10. Maintenance of quality and work standards.
   11. Effect of proposed changes on progress schedule and coordination.
   12. Other business relating to Work.

3.03 CONSTRUCTION PROGRESS SCHEDULE

A. If preliminary construction progress schedule requires revision after review, submit revised schedule within 10 days.

B. Within 20 days after review of preliminary construction progress schedule, submit draft of proposed final schedule for review.

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1. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.

C. Within 10 days after joint review, submit final schedule.

D. Submit updated schedule with each Application for Payment.

3.04 PROGRESS PHOTOGRAPHS

A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.

B. Photography Type: Digital; electronic files.

C. Provide photographs of construction throughout progress of Work produced by an experienced photographer, acceptable to DEDC, LLC.

D. In addition to periodic, recurring views, take photographs of each of the following events:

E. Views:
1. Provide non-aerial photographs from four cardinal views at each specified time, until Date of Substantial Completion.
2. Consult with DEDC, LLC for instructions on views required.
3. Provide factual presentation.
4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.

F. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
1. Delivery Medium: On photo CD.
2. File Naming: Include project identification, date and time of view, and view identification.
3. Point of View Sketch: Include digital copy of point of view sketch with each electronic submittal; include point of view identification in each photo file name.

3.05 COORDINATION DRAWINGS

A. Provide information required by Project Coordinator for preparation of coordination drawings.

3.06 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
1. Product data.
2. Shop drawings.
3. Samples for selection.
4. Samples for verification.

B. Submit to DEDC, LLC for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

C. Samples will be reviewed only for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below .

3.07 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
1. Design data.
2. Certificates.
3. Test reports.
4. Inspection reports.
5. Manufacturer's instructions.
6. Manufacturer's field reports.
7. Other types indicated.

B. Submit for DEDC, LLC's knowledge as contract administrator or for State of Delaware OMB - Division of Facilities Management.

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3.08 SUBMITTALS FOR PROJECT CLOSEOUT

A. Submit Correction Punch List for Substantial Completion.

B. Submit Final Correction Punch List for Substantial Completion.

C. When the following are specified in individual sections, submit them at project closeout:
   1. Project record documents.
   2. Operation and maintenance data.
   3. Warranties.
   4. Bonds.
   5. Other types as indicated.

D. Submit for State of Delaware OMB - Division of Facilities Management's benefit during and after project completion.

3.09 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Review:
   1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus one copy that will be retained by DEDC, LLC.

B. Documents for Information: Submit one copy.

C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.

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

3.10 SUBMITTAL PROCEDURES

A. Shop Drawing Procedures:
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
   2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.

B. Transmit each submittal with a copy of approved submittal form.

C. Transmit each submittal with approved form.

D. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

E. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.

F. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

G. Deliver submittals to DEDC, LLC at business address.

H. Schedule submittals to expedite the Project, and coordinate submission of related items.

I. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.

J. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.

K. Provide space for Contractor and DEDC, LLC review stamps.

L. When revised for resubmission, identify all changes made since previous submission.

M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

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N. Submittals not requested will not be recognized or processed.

END OF SECTION

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SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittals.

B. Control of installation.

C. Testing and inspection agencies and services.

D. Control of installation.

E. Manufacturers' field services.

F. Defect Assessment.

1.02 RELATED REQUIREMENTS

A. Section 01 30 00 - Administrative Requirements: Submittal procedures.

B. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

A. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2014.

1.04 SUBMITTALS

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

B. Design Data: Submit for DEDC, LLC's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for State of Delaware OMB - Division of Facilities Management's information.

C. Test Reports: After each test/inspection, promptly submit two copies of report to DEDC, LLC and to Contractor.
   1. Include:
      a. Date issued.
      b. Project title and number.
      c. Name of inspector.
      d. Date and time of sampling or inspection.
      e. Identification of product and specifications section.
      f. Location in the Project.
      g. Type of test/inspection.
      h. Date of test/inspection.
      i. Results of test/inspection.
      j. Conformance with Contract Documents.
      k. When requested by DEDC, LLC, provide interpretation of results.

1.05 TESTING AND INSPECTION AGENCIES AND SERVICES

A. State of Delaware OMB - Division of Facilities Management will employ and pay for services of an independent testing agency to perform other specified testing.

B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

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B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from DEDC, LLC before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have Work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TESTING AND INSPECTION

A. Testing Agency Duties:
   1. Provide qualified personnel at site. Cooperate with DEDC, LLC and Contractor in performance of services.
   2. Perform specified sampling and testing of products in accordance with specified standards.
   3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   4. Promptly notify DEDC, LLC and Contractor of observed irregularities or non-conformance of Work or products.
   5. Perform additional tests and inspections required by DEDC, LLC.
   6. Submit reports of all tests/inspections specified.

B. Limits on Testing/Inspection Agency Authority:
   1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency may not approve or accept any portion of the Work.
   3. Agency may not assume any duties of Contractor.
   4. Agency has no authority to stop the Work.

C. Contractor Responsibilities:
   1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
   2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
   3. Provide incidental labor and facilities:
      a. To provide access to Work to be tested/inspected.
      b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
      c. To facilitate tests/inspections.
      d. To provide storage and curing of test samples.
   4. Notify DEDC, LLC and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
   5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
   6. Arrange with State of Delaware OMB - Division of Facilities Management's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by DEDC, LLC.

E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

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3.03 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.04 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not conforming to specified requirements.

B. If, in the opinion of DEDC, LLC, it is not practical to remove and replace the Work, DEDC, LLC will direct an appropriate remedy or adjust payment.

END OF SECTION

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SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General product requirements.

B. Re-use of existing products.

C. Transportation, handling, storage and protection.

D. Product option requirements.

E. Substitution "or Equal" limitations and procedures.

F. Procedures for State of Delaware OMB - Division of Facilities Management-supplied products.

G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

A. Document Instructions to Bidders: Product options and substitution procedures prior to bid date.

B. Section 01 10 00 - Summary:

C. Section 01 40 00 - Quality Requirements: Product quality monitoring.

D. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting packaging and substitutions.

E. Section 23 05 13 - Common Motor Requirements for HVAC Equipment: Motors for HVAC equipment.

1.03 REFERENCE STANDARDS

A. NEMA MG 1 - Motors and Generators; 2014.

B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.

B. Unforeseen historic items encountered remain the property of the State of Delaware OMB - Division of Facilities Management; notify State of Delaware OMB - Division of Facilities Management promptly upon discovery; protect, remove, handle, and store as directed by State of Delaware OMB - Division of Facilities Management.

C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the State of Delaware OMB - Division of Facilities Management, or

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otherwise indicated as to remain the property of the State of Delaware OMB - Division of Facilities Management, become the property of the Contractor; remove from site.

D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

E. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is not prohibited.
   1. See Section 01 10 00 for list of items required to be salvaged for reuse and relocation.

2.02 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

B. DO NOT USE products having any of the following characteristics:
   1. Made using or containing CFC's or HCFC's.

C. Where all other criteria are met, Contractor shall give preference to products that:
   1. Are extracted, harvested, and/or manufactured closer to the location of the project.
   2. Have longer documented life span under normal use.
   3. Result in less construction waste.
   4. Are made of vegetable materials that are rapidly renewable.
   5. Have a published GreenScreen Chemical Hazard Analysis.

D. Provide interchangeable components of the same manufacture for components being replaced.

E. Motors: Refer to Section 23 05 13 - Common Motor Requirements for HVAC Equipment, NEMA MG 1 Type. Specific motor type is specified in individual specification sections.

F. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.

2.03 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with this specification.

2.04 MAINTENANCE MATERIALS

A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

A. The intent of this process is to allow for manufacturers not listed to provide an "Equal" product to DEDC, LLC for review and approval. This process must take place prior to award of bid.

B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

C. A request for substitution constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
   2. Agrees to provide the same warranty for the substitution as for the specified product.
   3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to State of Delaware OMB - Division of Facilities Management.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.

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5. Has investigated proper clearances and working spaces for substituted equipement and waives claims for additional costs or time extension that may subsequently become apparent. These phyical differneces must be pointed out at the time of the submittal.

3.02 OWNER-SUPPLIED PRODUCTS

A. State of Delaware OMB - Division of Facilities Management's Responsibilities:
   1. Arrange for and deliver State of Delaware OMB - Division of Facilities Management reviewed shop drawings, product data, and samples, to Contractor.
   2. Arrange and pay for product delivery to site.
   3. On delivery, inspect products jointly with Contractor.
   4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
   5. Arrange for manufacturers' warranties, inspections, and service.

B. Contractor's Responsibilities:
   1. Review State of Delaware OMB - Division of Facilities Management reviewed shop drawings, product data, and samples.
   2. Receive and unload products at site; inspect for completeness or damage jointly with State of Delaware OMB - Division of Facilities Management.
   3. Handle, store, install and finish products.
   4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

G. Comply with manufacturer's warranty conditions, if any.

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H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

I. Prevent contact with material that may cause corrosion, discoloration, or staining.

J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

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SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.

B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.

C. Pre-installation meetings.

D. Cutting and patching.

E. Cleaning and protection.

F. Starting of systems and equipment.

G. Demonstration and instruction of State of Delaware OMB - Division of Facilities Management personnel.

H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

I. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.

B. Section 01 30 00 - Administrative Requirements: Submittals procedures, Electronic document submittal service.

C. Section 01 74 19 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.

D. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

E. Section 01 79 00 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections

F. Section 01 91 13 - General Commissioning Requirements: Contractor's responsibilities in regard to commissioning.

G. Section 07 84 00 - Firestopping.

1.03 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

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

B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   4. Visual qualities of sight exposed elements.
   5. Work of State of Delaware OMB - Division of Facilities Management or separate Contractor.
   6. Include in request:
      a. Identification of Project.
      b. Location and description of affected work.
      c. Necessity for cutting or alteration.
      d. Description of proposed work and products to be used.

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e. Effect on work of State of Delaware OMB - Division of Facilities Management or separate Contractor.
f. Written permission of affected separate Contractor.
g. Date and time work will be executed.

C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 PROJECT CONDITIONS

A. Use of explosives is not permitted.

B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by State of Delaware OMB - Division of Facilities Management.

D. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
1. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
2. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am.

E. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.

1.06 COORDINATION

A. See Section 01 10 00 for occupancy-related requirements.

B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

C. Notify affected utility companies and comply with their requirements.

D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

G. Coordinate completion and clean-up of work of separate sections.

H. After State of Delaware OMB - Division of Facilities Management occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of State of Delaware OMB - Division of Facilities Management's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

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PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.

B. Require attendance of parties directly affecting, or affected by, work of the specific section.

C. Notify DEDC, LLC four days in advance of meeting date.

D. Prepare agenda and preside at meeting:
   1. Review conditions of examination, preparation and installation procedures.
   2. Review coordination with related work.

E. Record minutes and distribute copies within two days after meeting to participants, with two copies to DEDC, LLC, State of Delaware OMB - Division of Facilities Management, participants, and those affected by decisions made.

3.04 GENERAL INSTALLATION REQUIREMENTS

A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
   1. Verify that construction and utility arrangements are as indicated.
   2. Report discrepancies to DEDC, LLC before disturbing existing installation.
   3. Beginning of alterations work constitutes acceptance of existing conditions.

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B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
   1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
   2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.

C. Remove existing work as indicated and as required to accomplish new work.
   1. Remove items indicated on drawings.
   2. Relocate items indicated on drawings.
   3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
   4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
   2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
   3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
      a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
      b. See Section 01 10 00 for other limitations on outages and required notifications.
      c. Provide temporary connections as required to maintain existing systems in service.
   4. Verify that abandoned services serve only abandoned facilities.
   5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

E. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.

F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.

G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

H. Refinish existing surfaces as indicated:
   1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
   2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

I. Clean existing systems and equipment.

J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

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K. Do not begin new construction in alterations areas before demolition is complete.

L. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. See Alterations article above for additional requirements.

C. Perform whatever cutting and patching is necessary to:
   1. Complete the work.
   2. Fit products together to integrate with other work.
   3. Provide openings for penetration of mechanical, electrical, and other services.
   4. Match work that has been cut to adjacent work.
   5. Repair areas adjacent to cuts to required condition.
   6. Repair new work damaged by subsequent work.
   7. Remove samples of installed work for testing when requested.
   8. Remove and replace defective and non-conforming work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

G. Restore work with new products in accordance with requirements of Contract Documents.

H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.

J. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

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D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.09 SYSTEM STARTUP

A. Coordinate schedule for start-up of various equipment and systems.

B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.

C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

D. Verify that wiring and support components for equipment are complete and tested.

E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 DEMONSTRATION AND INSTRUCTION

A. See Section 01 79 00 - Demonstration and Training.

3.11 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.12 FINAL CLEANING

A. Use cleaning materials that are nonhazardous.

B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

E. Clean filters of operating equipment.

F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.

G. Clean site; sweep paved areas, rake clean landscaped surfaces.

H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.13 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.
   1. Provide copies to DEDC, LLC.

B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

C. Notify DEDC, LLC when work is considered ready for DEDC, LLC's Substantial Completion inspection.

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D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for DEDC, LLC's Substantial Completion inspection.

E. Conduct Substantial Completion inspection and create Final Correction Punch List containing DEDC, LLC's and Contractor's comprehensive list of items identified to be completed or corrected and submit to DEDC, LLC.

F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to State of Delaware OMB - Division of Facilities Management-occupied areas.

G. Notify DEDC, LLC when work is considered finally complete and ready for DEDC, LLC's Substantial Completion final inspection.

H. Complete items of work determined by DEDC, LLC listed in executed Certificate of Substantial Completion.

3.14 MAINTENANCE

A. Maintenance services shall not be assigned or transferred to any agent or subcontractor without prior written consent of the State of Delaware OMB - Division of Facilities Management.

END OF SECTION

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SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

A. State of Delaware OMB - Division of Facilities Management requires that this project generate the least amount of trash and waste possible.

B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

D. Methods of trash/waste disposal that are not acceptable are:
   1. Burning on the project site.
   2. Burying on the project site.
   3. Dumping or burying on other property, public or private.
   4. Other illegal dumping or burying.

E. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 DEFINITIONS

A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

I. Return: To give back reusable items or unused products to vendors for credit.

J. Reuse: To reuse a construction waste material in some manner on the project site.

K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

N. Toxic: Poisonous to humans either immediately or after a long period of exposure.

O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

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P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.

B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, State of Delaware OMB - Division of Facilities Management, and DEDC, LLC.

C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

D. Meetings: Discuss trash/waste management goals and issues at project meetings.
   1. Pre-bid meeting.
   2. Pre-construction meeting.
   3. Regular job-site meetings.

E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
   1. Provide containers as required.
   2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
   3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

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SECTION 01 78 00
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project Record Documents.

B. Operation and Maintenance Data.

C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

A. Division 00 Documents

B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

C. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.

D. Individual Product Sections: Specific requirements for operation and maintenance data.

E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

A. Project Record Documents: Submit documents to DEDC, LLC prior to final payment application. The following documents must be submitted:
   1. Red line drawings (As-Builts)
      a. One original paper copy
      b. Two copies of the original (paper size 30x42).

B. Electronic Documentation: Submit the electronic documentation on two long duration archival cd storage devices with gold lacquer finish. The following electronic data shall be included on each CD:
   1. Scanned copy of the As-Built in PDF format.
   2. Revised AutoCAD (release 2007 or later) drawing. Original copy of the AutoCAD file will be provided upon request.
   3. Approved project submittals (PDF Format).
   4. Operation and Maintenance Data (PDF Format)

C. Operation and Maintenance Data:
   1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. DEDC, LLC will review draft and return one copy with comments.
   2. For equipment, or component parts of equipment put into service during construction and operated by State of Delaware OMB - Division of Facilities Management, submit completed documents within ten days after acceptance.
   3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with DEDC, LLC comments. Revise content of all document sets as required prior to final submission.
   4. Submit two sets of revised final documents in a 3-ring binder in final form within 10 days after final inspection.

D. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with State of Delaware OMB - Division of Facilities Management's permission, submit documents within 10 days after acceptance.
   2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

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PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by State of Delaware OMB - Division of Facilities Management.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Changes made by Addenda and modifications.

F. Record Drawings : Legibly mark each item to record actual construction including:
   1. Field changes of dimension and detail.
   2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

A. For Each Item of Equipment and Each System:
   1. Description of unit or system, and component parts.
   2. Identify function, normal operating characteristics, and limiting conditions.
   3. Include performance curves, with engineering data and tests.
   4. Complete nomenclature and model number of replaceable parts.

B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

F. Provide servicing and lubrication schedule, and list of lubricants required.

G. Include manufacturer's printed operation and maintenance instructions.

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H. Include sequence of operation by controls manufacturer.

I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

J. Provide control diagrams by controls manufacturer as installed.

K. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

L. Include test and balancing reports.

M. Additional Requirements: As specified in individual product specification sections.

3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

A. Assemble operation and maintenance data into durable manuals for State of Delaware OMB - Division of Facilities Management's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of DEDC, LLC, Consultants,Contractorand subcontractors, with names of responsible parties.

F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

H. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.

I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

3.05 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with State of Delaware OMB - Division of Facilities Management's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

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SECTION 01 79 00
DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.01 SUMMARY

A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.

B. Training of State of Delaware OMB - Division of Facilities Management personnel in operation and maintenance is required for:
   1. All software-operated systems.
   2. HVAC systems and equipment.
   3. Electrical systems and equipment.
   4. Items specified in individual product Sections.

C. Training of State of Delaware OMB - Division of Facilities Management personnel in care, cleaning, maintenance, and repair is required for:
   1. Items specified in individual product Sections.

1.02 RELATED REQUIREMENTS

A. Section 01 78 00 - Closeout Submittals: Operation and maintenance manuals.

B. Section 01 91 13 - General Commissioning Requirements: Additional requirements applicable to demonstration and training.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures; except:
   1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority.
   2. Submit one copy to the Commissioning Authority, not to be returned.
   3. Make commissioning submittals on time schedule specified by Commissioning Authority.
   4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of overall Training Plan; submit in editable electronic format, Microsoft Word 2003 preferred.

B. Draft Training Plans: State of Delaware OMB - Division of Facilities Management will designate personnel to be trained; tailor training to needs and skill-level of attendees.
   1. Submit to DEDC, LLC for transmittal to State of Delaware OMB - Division of Facilities Management.
   2. Submit to Commissioning Authority for review and inclusion in overall training plan.
   3. Submit not less than four weeks prior to start of training.
   4. Revise and resubmit until acceptable.
   5. Provide an overall schedule showing all training sessions.
   6. Include at least the following for each training session:
      a. Identification, date, time, and duration.
      b. Description of products and/or systems to be covered.
      c. Name of firm and person conducting training; include qualifications.
      d. Intended audience, such as job description.
      e. Objectives of training and suggested methods of ensuring adequate training.
      f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
      g. Media to be used, such a slides, hand-outs, etc.
      h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.

C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
   1. Include applicable portion of O&M manuals.

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2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
3. Provide one extra copy of each training manual to be included with operation and maintenance data.

D. Training Reports:
1. Identification of each training session, date, time, and duration.
2. Sign-in sheet showing names and job titles of attendees.
3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.
4. Include Commissioning Authority's formal acceptance of training session.

E. Video Recordings: Submit digital video recording of each demonstration and training session for State of Delaware OMB - Division of Facilities Management's subsequent use.
1. Format: DVD Disc.
2. Label each disc and container with session identification and date.

1.04 QUALITY ASSURANCE

A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 DEMONSTRATION - GENERAL

A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by State of Delaware OMB - Division of Facilities Management.

B. Demonstrations conducted during Functional Testing need not be repeated unless State of Delaware OMB - Division of Facilities Management personnel training is specified.

C. Demonstration may be combined with State of Delaware OMB - Division of Facilities Management personnel training if applicable.

D. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
1. Perform demonstrations not less than two weeks prior to Substantial Completion.
2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

E. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.02 TRAINING - GENERAL

A. Commissioning Authority will prepare the Training Plan based on draft plans submitted.

B. Conduct training on-site unless otherwise indicated.

C. State of Delaware OMB - Division of Facilities Management will provide classroom and seating at no cost to Contractor.

D. Do not start training until Functional Testing is complete, unless otherwise specified or approved by the Commissioning Authority.

E. Provide training in minimum two hour segments.

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F. The Commissioning Authority is responsible for determining that the training was satisfactorily completed and will provide approval forms.

G. Training schedule will be subject to availability of State of Delaware OMB - Division of Facilities Management's personnel to be trained; re-schedule training sessions as required by State of Delaware OMB - Division of Facilities Management; once schedule has been approved by State of Delaware OMB - Division of Facilities Management failure to conduct sessions according to schedule will be cause for State of Delaware OMB - Division of Facilities Management to charge Contractor for personnel "show-up" time.

H. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
   1. The location of the O&M manuals and procedures for use and preservation; backup copies.
   2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
   3. Typical uses of the O&M manuals.

I. Product- and System-Specific Training:
   1. Review the applicable O&M manuals.
   2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
   3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
   4. Provide hands-on training on all operational modes possible and preventive maintenance.
   5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
   6. Discuss common troubleshooting problems and solutions.
   7. Discuss any peculiarities of equipment installation or operation.
   8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
   9. Review recommended tools and spare parts inventory suggestions of manufacturers.
   10. Review spare parts and tools required to be furnished by Contractor.
   11. Review spare parts suppliers and sources and procurement procedures.

J. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

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SECTION 01 91 13

GENERAL COMMISSIONING REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Commissioning is intended to achieve the following specific objectives; this section specifies the Contractor's responsibilities for commissioning:
   1. Verify that the work is installed in accordance with the Contract Documents, the manufacturer's recommendations and instructions, and that it receives adequate operational checkout prior to startup: Startup reports are utilized to achieve this.
   2. Verify and document that functional performance is in accordance with the Contract Documents: Functional Tests such as manufacturers startup reports, balancing, and site demonstrations executed by the contractor and witnessed by the Commissioning Authority are utilized to achieve this.
   3. Verify that operation and maintenance manuals submitted to State of Delaware OMB - Division of Facilities Management are complete: Detailed operation and maintenance (O&M) data submittals by Contractor are utilized to achieve this.
   4. Verify that the State of Delaware OMB - Division of Facilities Management's operating personnel are adequately trained: Formal training conducted by Contractor is utilized to achieve this.

B. The Commissioning Authority is DEDC, LLC.

1.02 SCOPE OF COMMISSIONING

A. The following are to be commissioned:

B. HVAC System, including:
   1. Major and minor equipment items.
   2. Piping systems and equipment.
   3. Control system.
   4. Variable frequency drives.

C. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.

1.03 RELATED REQUIREMENTS

A. Section 01 70 00 - Execution and Closeout Requirements: General startup requirements.

B. Section 01 78 00 - Closeout Submittals: Scope and procedures for operation and maintenance manuals and project record documents.

C. Section 01 79 00 - Demonstration and Training: Scope and procedures for State of Delaware OMB - Division of Facilities Management personnel training.

D. Section 23 08 00 - Commissioning of HVAC: HVAC control system testing; other requirements.

E. Section 23 09 59 - BAS System Commissioning

1.04 SUBMITTALS

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

B. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority, unless they require review by DEDC, LLC; in that case, submit to DEDC, LLC first.

C. Manufacturers' Instructions: Submit copies of all manufacturer-provided instructions that are shipped with the equipment as soon as the equipment is delivered.

D. Product Data: If submittals to DEDC, LLC do not include the following, submit copies as soon as possible:

E. Product Data: Submit to DEDC, LLC:

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1. Manufacturer's product data, cut sheets, and shop drawings.
2. Manufacturer's installation instructions.
3. Startup, operating, and troubleshooting procedures.
4. Fan and pump curves.
5. Factory test reports.
6. Warranty information, including details of State of Delaware OMB - Division of Facilities Management's responsibilities in regard to keeping warranties in force.

F. Manufacturers' Instructions: Submit copies of all manufacturer-provided instructions that are shipped with the equipment as soon as the equipment is delivered.

G. Startup Plans and Reports.

H. Completed Prefunctional Checklists/Start-up Documentation.

PART 2 PRODUCTS

2.01 TEST EQUIPMENT

A. Provide all standard testing equipment required to perform startup and initial checkout and required Functional Testing; unless otherwise noted such testing equipment will NOT become the property of State of Delaware OMB - Division of Facilities Management.

B. Calibration Tolerances: Provide testing equipment of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified. If not otherwise noted, the following minimum requirements apply:
1. Temperature Sensors and Digital Thermometers: Certified calibration within past year to accuracy of 0.5 degree F and resolution of plus/minus 0.1 degree F.
2. Pressure Sensors: Accuracy of plus/minus 2.0 percent of the value range being measured (not full range of meter), calibrated within the last year.
3. Calibration: According to the manufacturer's recommended intervals and when dropped or damaged; affix calibration tags or keep certificates readily available for inspection.

C. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to State of Delaware OMB - Division of Facilities Management; such equipment, tools, and instruments are to become the property of State of Delaware OMB - Division of Facilities Management.

PART 3 EXECUTION

3.01 STARTUP PLANS AND REPORTS

A. Startup Plans: For each item of equipment and system for which the manufacturer provides a startup plan, submit the plan not less than 2 weeks prior to startup.

B. Startup Reports: For each item of equipment and system for which the manufacturer provides a startup checklist (or startup plan or field checkout sheet), document compliance by submitting the completed startup checklist prior to startup, signed and dated by responsible entity.

C. Submit directly to the Commissioning Authority and DEDC,LLC.

3.02 FUNCTIONAL TESTS

A. A Functional Test is required for each item of equipment, system, or other assembly specified to be commissioned, unless sampling of multiple identical or near-identical units is allowed by the final test procedures.

B. Commissioning Authority is responsible for witnessing results of Functional Tests.

C. Contractor is responsible for correction of deficiencies and re-testing at no extra cost to State of Delaware OMB - Division of Facilities Management; if a deficiency is not corrected and re-tested immediately, the Commissioning Authority will document the deficiency and the Contractor's stated intentions regarding correction.

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1. Deficiencies are any condition in the installation or function of a component, piece of equipment or system that is not in compliance with the Contract Documents or does not perform properly.
2. When the deficiency has been corrected, the Contractor completes the form certifying that the item is ready to be re-tested and returns the form to the Commissioning Authority; the Commissioning Authority will reschedule the test and the Contractor shall re-test.
3. Identical or Near-Identical Items: If 10 percent, or three, whichever is greater, of identical or near-identical items fail to perform due to material or manufacturing defect, all items will be considered defective; provide a proposal for correction within 2 weeks after notification of defect, including provision for testing sample installations prior to replacement of all items.
4. Contractor shall bear the cost of State of Delaware OMB - Division of Facilities Management and Commissioning Authority personnel time witnessing re-testing.

D. Functional Test Procedures:
1. Some test procedures are included in the Contract Documents; where Functional Test procedures are not included in the Contract Documents, test procedures will be determined by the Commissioning Authority with input by and coordination with Contractor.
2. Examples of Functional Testing:
   a. Test the dynamic function and operation of equipment and systems (rather than just components) using manual (direct observation) or monitoring methods under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure setpoint).
   b. Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc.
   c. Systems are run through all the HVAC control system's sequences of operation and components are verified to be responding as the sequence's state.
   d. Traditional air or water test and balancing (TAB) is not Functional Testing; spot checking of TAB by demonstration to the Commissioning Authority is Functional Testing.

E. Deferred Functional Tests: Some tests may need to be performed later, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design or other site conditions; performance of these tests remains the Contractor's responsibility regardless of timing.

3.03 TEST PROCEDURES - GENERAL

A. Provide skilled technicians to execute starting of equipment and to execute the Functional Tests. Ensure that they are available and present during the agreed upon schedules and for sufficient duration to complete the necessary tests, adjustments and problem-solving.

B. Provide all necessary materials and system modifications required to produce the flows, pressures, temperatures, and conditions necessary to execute the test according to the specified conditions. At completion of the test, return all affected equipment and systems to their pre-test condition.

C. Simulating Signals: Disconnect the sensor and use a signal generator to send an amperage, resistance or pressure to the transducer and control system to simulate the sensor value.

3.04 OPERATION AND MAINTENANCE MANUALS

A. See Section 01 78 00 - Closeout Submittals for additional requirements.

B. Add design intent documentation furnished by DEDC, LLC to manuals prior to submission to State of Delaware OMB - Division of Facilities Management.

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SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Concrete formwork.

B. Concrete reinforcement.

C. Miscellaneous concrete elements, including equipment pads.

D. Concrete curing.

1.02 REFERENCE STANDARDS

A. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials; 2010.

B. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; 1991 (Reapproved 2009).

C. ACI 301 - Specifications for Structural Concrete; 2010 (Errata 2012).

D. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000.

E. ACI 306R - Cold Weather Concreting; 2010.

F. ACI 308R - Guide to Curing Concrete; 2001 (Reapproved 2008).

G. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2011.

H. ACI 347R - Guide to Formwork for Concrete; 2014.

I. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon Steel Bars for Concrete Reinforcement; 2015.

J. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2016.

K. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2015a.

L. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete; 2012.

M. ASTM C150/C150M - Standard Specification for Portland Cement; 2016.

N. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete; 2007.

O. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2015.

P. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2014.

Q. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures; 2014.

1.03 SUBMITTALS

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

B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.

C. Test Reports: Submit report for each test or series of tests specified.

1.04 QUALITY ASSURANCE

A. Perform work of this section in accordance with ACI 301 and ACI 318.
   1. Maintain one copy of each document on site.

B. Follow recommendations of ACI 306R when concreting during cold weather.

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PART 2 PRODUCTS

2.01 FORMWORK

A. Formwork Design and Construction: Comply with guidelines of ACI 347R to provide formwork that will produce concrete complying with tolerances of ACI 117.

B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
   1. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches of concrete surface.

2.02 REINFORCEMENT

A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi).

B. Reinforcement Accessories:
   1. Tie Wire: Annealed, minimum 16 gage, 0.0508 inch.

2.03 CONCRETE MATERIALS

A. Cement: ASTM C150/C150M, Type I - Normal Portland type.
   1. Acquire all cement for entire project from same source.

B. Fine and Coarse Aggregates: ASTM C 33.
   1. Acquire all aggregates for entire project from same source.

C. Fly Ash: ASTM C618, Class C or F.

D. Calcined Pozzolan: ASTM C618, Class N.

E. Silica Fume: ASTM C1240, proportioned in accordance with ACI 211.1.

2.04 ACCESSORY MATERIALS

A. Moisture-Retaining Cover: ASTM C 171; regular curing paper, white curing paper, clear polyethylene, or white polyethylene.

2.05 CONCRETE MIX DESIGN

A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.

B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
   1. For trial mixtures method, employ independent testing agency acceptable to DEDC, LLC for preparing and reporting proposed mix designs.

C. Normal Weight Concrete:
   1. Compressive Strength, when tested in accordance with ASTM C 39/C 39M at 28 days: As scheduled in part 3.09.
   2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
   3. Calcined Pozzolan Content: Maximum 10 percent of cementitious materials by weight.
   4. Silica Fume Content: Maximum 5 percent of cementitious materials by weight.

2.06 MIXING

A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.02 PREPARATION

A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.

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3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

A. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.

3.04 PLACING CONCRETE

A. Place concrete in accordance with ACI 304R.

3.05 CONCRETE FINISHING

A. Repair surface defects, including tie holes, immediately after removing formwork.

3.06 CURING AND PROTECTION

A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

C. Surfaces Not in Contact with Forms:
   1. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
   2. Final Curing: Begin after initial curing but before surface is dry.
      a. Moisture-Retaining Cover: Seal in place with waterproof tape or adhesive.

3.07 FIELD QUALITY CONTROL

A. An independent testing agency will perform field quality control tests.

B. Provide free access to concrete operations at project site and cooperate with appointed firm.

C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.

D. Tests of concrete and concrete materials may be performed at any time to ensure conformance with specified requirements.

E. Compressive Strength Tests: ASTM C39/C39M. For each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cubic yards or less of each class of concrete placed.

F. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.

G. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.

3.08 DEFECTIVE CONCRETE

A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.

B. Repair or replacement of defective concrete will be determined by the DEDC, LLC. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

3.09 SCHEDULE - CONCRETE TYPES AND FINISHES

A. Closed Circuit Cooler Pads: 4,500 PSI 28 day concrete, form finish with honeycomb filled side sufacces, level float finish top surface.

B. Interior Housekeeping Pads: 4,000 PSI 28 day concrete, form finish with honeycomb filled side surfaces, hard troweld finish top surface.

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SECTION 07 84 00
FIRESTOPPING

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

A. Section 01 70 00 - Execution and Closeout Requirements: Cutting and patching.

1.02 REFERENCE STANDARDS

A. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials; 2015.

B. ASTM E814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops; 2013a.

C. ITS (DIR) - Directory of Listed Products; current edition.

D. FM 4991 - Approval Standard for Firestop Contractors; 2013.

E. FM (AG) - FM Approval Guide; current edition.

F. FM P7825 - Approval Guide; Factory Mutual Research Corporation; current edition.

G. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.

H. UL 1479 - Standard for Fire Tests of Penetration Firestops; Current Edition, Including All Revisions.

I. UL (FRD) - Fire Resistance Directory; current edition.

1.03 SUBMITTALS

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

B. Schedule of Firestopping: List each type of penetration, fire rating of the penetrated assembly, and firestopping test or design number.

C. Product Data: Provide data on product characteristics, performance ratings, and limitations.

1.04 QUALITY ASSURANCE

A. Fire Testing: Provide firestopping assemblies of designs that provide the scheduled fire ratings when tested in accordance with methods indicated.
   1. Listing in UL (FRD), FM (AG), or ITS (DIR) will be considered as constituting an acceptable test report.
   2. Valid evaluation report published by ICC Evaluation Service, Inc. (ICC-ES) at www.icc-es.org will be considered as constituting an acceptable test report.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

C. Installer Qualifications: Company specializing in performing the work of this section and:
   1. Approved by Factory Mutual Research Corporation under FM 4991, or meeting any two of the following requirements:
   2. Verification of minimum three years documented experience installing work of this type.
   3. Verification of at least five satisfactorily completed projects of comparable size and type.
   4. Licensed by local authorities having jurisdiction (AHJ).

PART 2 PRODUCTS

2.01 MATERIALS

A. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Provide type of materials as required for tested firestopping assembly.

2.02 FIRESTOPPING SYSTEMS

A. Firestopping: Any material meeting requirements.
   1. Fire Ratings: Use any system that is listed by FM (AG), ITS (DIR), or UL (FRD) and tested in accordance with ASTM E814, ASTM E119, or UL 1479 with F Rating equal to fire rating

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of penetrated assembly and minimum T Rating Equal to F Rating and in compliance with other specified requirements.

2.03 MATERIALS

A. Firestopping Sealants: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.

B. Elastomeric Silicone Firestopping: Single component silicone elastomeric compound and compatible silicone sealant; conforming to the following:
   1. Color: Black, dark gray, or red.
   2. Manufacturers:
      a. A/D Fire Protection Systems Inc: www.adfire.com.
      b. 3M Fire Protection Products: www.3m.com/firestop.
      c. Hilti, Inc: www.us.hilti.com.
      d. Specified Technologies, Inc: www.stifirestop.com.
      e. Substitutions: See Section 01 60 00 - Product Requirements.

C. Foam Firestoppping: Single component silicone foam compound; conforming to the following:
   1. Durability and Longevity: Permanent.
   2. Color: Dark grey.
   3. Manufacturers:
      a. 3M Fire Protection Products: www.3m.com/firestop.
      b. Hilti, Inc: www.us.hilti.com.
      c. Specified Technologies, Inc: www.stifirestop.com.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

D. Fibered Compound Firestopping: Formulated compound mixed with incombustible non-asbestos fibers; conforming to the following:
   1. Durability and Longevity: Permanent.
   2. Color: Dark grey.
   3. Manufacturers:
      a. A/D Fire Protection Systems Inc: www.adfire.com.
      b. USG: www.usg.com.
      c. Substitutions: See Section 01 60 00 - Product Requirements.

E. Fiber Firestopping: Mineral fiber insulation used in conjunction with elastomeric surface sealer forming airtight bond to opening; conforming to the following:
   1. Durability and Longevity: Permanent.
   2. Manufacturers:
      a. A/D Fire Protection Systems Inc: www.adfire.com.
      b. Pecora Corporation: www.pecora.com.
      c. Thermafiber, Inc: www.thermafiber.com.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

F. Firestop Devices - Wrap Type: Mechanical device with incombustible filler and sheet stainless steel jacket, intended to be installed after penetrating item has been installed; conforming to the following:
   1. Manufacturers:
      a. Grace Construction Products: www.na.graceconstruction.com.
      b. 3M Fire Protection Products: www.3m.com/firestop.
      c. Hilti, Inc: www.us.hilti.com.
      d. Specified Technologies, Inc: www.stifirestop.com.
      e. Substitutions: See Section 01 60 00 - Product Requirements.

G. Intumescent Putty: Compound that expands on exposure to surface heat gain; conforming to the following:
   1. Potential Expansion: Minimum 1000 percent.
   2. Durability and Longevity: Permanent.
   3. Color: Black, dark gray, or red.

NOT FOR BIDDING PURPOSES

4. Manufacturers:
   a. Grace Construction Products: www.na.graceconstruction.com.
   b. 3M Fire Protection Products: www.3m.com/firestop.
   c. Hilti, Inc: www.us.hilti.com.
   d. Specified Technologies, Inc: www.stifirestop.com.
   e. Substitutions: See Section 01 60 00 - Product Requirements.

H. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.

PART 3 EXECUTION

3.01 PREPARATION

A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter that could adversely affect bond of firestopping material.

B. Remove incompatible materials that could adversely affect bond.

C. Install backing materials to arrest liquid material leakage.

3.02 INSTALLATION

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

B. Do not cover installed firestopping until inspected by authorities having jurisdiction.

3.03 CLEANING

A. Clean adjacent surfaces of firestopping materials.

3.04 PROTECTION

A. Protect adjacent surfaces from damage by material installation.

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SECTION 22 05 53

IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Nameplates.

B. Tags.

C. Pipe markers.

1.02 REFERENCE STANDARDS

A. ASME A13.1 - Scheme for the Identification of Piping Systems; 2007.

B. ASME A13.1 - Scheme for the Identification of Piping Systems; The American Society of Mechanical Engineers; 2007.

1.03 SUBMITTALS

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

PART 2 PRODUCTS

2.01 IDENTIFICATION APPLICATIONS

A. Piping: Tags.

B. Pumps: Nameplates.

C. Tanks: Nameplates.

2.02 NAMEPLATES

A. Description: Laminated three-layer plastic with engraved letters.
   1. Letter Color: White.
   2. Letter Height: 1/4 inch.
   3. Background Color: Black.

2.03 TAGS

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

B. Metal Tags: Brass with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.

2.04 PIPE MARKERS

A. Comply with ASME A13.1.

B. Plastic Pipe Markers: Factory fabricated, flexible, semi- rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.

PART 3 EXECUTION

3.01 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

3.02 INSTALLATION

A. Install plastic nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.

B. Install tags with corrosion resistant chain.

C. Install plastic pipe markers in accordance with manufacturer's instructions.

D. Use tags on piping 3/4 inch diameter and smaller.
   1. Identify service, flow direction, and pressure.
   2. Install in clear view and align with axis of piping.

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3. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and Tee, at each side of penetration of structure or enclosure, and at each obstruction.

END OF SECTION

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SECTION 22 07 19
PLUMBING PIPING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Piping insulation.

B. Jackets and accessories.

1.02 RELATED REQUIREMENTS

A. Section 22 10 05 - Plumbing Piping: Placement of hangers and hanger inserts.

1.03 REFERENCE STANDARDS

A. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.

B. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2014.

C. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2013.

D. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation; 2015.

E. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel; 2008 (Reapproved 2013).

F. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

G. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2014.

H. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2006.

I. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.04 SUBMITTALS

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

B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.05 QUALITY ASSURANCE

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

1.06 DELIVERY, STORAGE, AND HANDLING

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

1.07 FIELD CONDITIONS

A. Maintain ambient conditions required by manufacturers of each product.

B. Maintain temperature before, during, and after installation for minimum of 24 hours.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

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

2.02 GLASS FIBER

A. Manufacturers:
   1. Knauf Insulation: www.knaufusa.com.

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2. Johns Manville Corporation: www.jm.com.
3. Owens Corning Corp: www.owenscorning.com.
4. CertainTeed Corporation; : www.certainteed.com.
5. Substitutions: See Section 01 60 00 - Product Requirements.

B. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible.
1. 'K' Value: ASTM C177, 0.24 at 75 degrees F.
2. Maximum Service Temperature: 850 degrees F.
3. Maximum Moisture Absorption: 0.2 percent by volume.

C. Insulation: ASTM C547 and ASTM C795; semi-rigid, noncombustible, end grain adhered to jacket.
1. 'K' Value: ASTM C177, 0.24 at 75 degrees F.
2. Maximum Service Temperature: 650 degrees F.
3. Maximum Moisture Absorption: 0.2 percent by volume.

D. Vapor Barrier Jacket: White Kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.

2.03 JACKETS

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

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

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that piping has been tested before applying insulation materials.

B. Verify that surfaces are clean and dry, with foreign material removed.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Exposed Piping: Locate insulation and cover seams in least visible locations.

C. Glass fiber insulated pipes conveying fluids below ambient temperature:
1. Provide vapor barrier jackets, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.

D. Glass fiber insulated pipes conveying fluids above ambient temperature:

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1. Provide standard jackets, with or without vapor barrier, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples.
2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.

E. Inserts and Shields:
1. Application: Piping 1-1/2 inches diameter or larger.
2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
3. Insert Location: Between support shield and piping and under the finish jacket.
4. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
5. Insert Material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.

F. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, refer to Section 07 84 00.

G. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with PVC jacket and fitting covers.

H. Exterior Applications: Provide vapor barrier jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor barrier cement. Cover with aluminum jacket with seams located on bottom side of horizontal piping.

I. Buried Piping: Provide factory fabricated assembly with inner all-purpose service jacket with self-sealing lap, and asphalt impregnated open mesh glass fabric, with one mil thick aluminum foil sandwiched between three layers of bituminous compound; outer surface faced with a polyester film.

J. Heat Traced Piping: Insulate fittings, joints, and valves with insulation of like material, thickness, and finish as adjoining pipe. Size large enough to enclose pipe and heat tracer. Cover with aluminum jacket with seams located on bottom side of horizontal piping.

3.03 SCHEDULES

A. Plumbing Systems:
1. Domestic Cold Water:
a. Glass Fiber Insulation: 1-1/2" Thick covered with aluminum jacketing.

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SECTION 22 10 05
PLUMBING PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pipe, pipe fittings, specialties, and connections for piping systems.
   1. Domestic water.
   2. Flanges, unions, and couplings.
   3. Pipe hangers and supports.
   4. Valves.

1.02 RELATED REQUIREMENTS

A. Section 07 84 00 - Firestopping.

B. Section 22 05 53 - Identification for Plumbing Piping and Equipment.

C. Section 22 07 19 - Plumbing Piping Insulation.

1.03 REFERENCE STANDARDS

A. ASME B16.4 - Gray Iron Threaded Fittings: Classes 125 and 250; 2011.

B. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2012.

C. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings; 2013.

D. ASME B31.9 - Building Services Piping; 2014.

E. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Welding, Brazing, and Fusing Qualifications; 2015.

F. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings; 1999 (Reapproved 2014).

G. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2012.

H. ASTM B32 - Standard Specification for Solder Metal; 2008 (Reapproved 2014).

I. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2014.

J. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric); 2013.

K. ASTM B813 - Standard Specification for Liquid and Paste Fluxes for Soldering of Copper and Copper Alloy Tube; 2010.

L. ASTM B828 - Standard Practice for Making Capillary Joints by Soldering of Copper and Copper Alloy Tube and Fittings; 2002 (Reapproved 2010).

M. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers; 1992 (Reapproved 2008).

N. AWWA C606 - Grooved and Shouldered Joints; 2011.

O. AWWA C651 - Disinfecting Water Mains; 2005.

P. ICC-ES AC01 - Acceptance Criteria for Expansion Anchors in Masonry Elements; 2012.

Q. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements; 2012.

R. ICC-ES AC193 - Acceptance Criteria for Mechanical Anchors in Concrete Elements; 2013.

S. ICC-ES AC308 - Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete Elements; 2013.

T. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2009.

U. MSS SP-70 - Cast Iron Gate Valves, Flanged and Threaded Ends; 2011.

V. NSF 61 - Drinking Water System Components - Health Effects; 2014 (Errata 2015).

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W. NSF 372 - Drinking Water System Components - Lead Content; 2011.

1.04 SUBMITTALS

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

B. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.

C. Project Record Documents: Record actual locations of valves.

D. Maintenance Materials: Furnish the following for State of Delaware OMB - Division of Facilities Management's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
   2. Valve Repacking Kits: One for each type and size of valve.

1.05 QUALITY ASSURANCE

A. Perform work in accordance with applicable codes.

B. Valves: Manufacturer's name and pressure rating marked on valve body.

C. Welding Materials and Procedures: Conform to ASME BPVC-IX and applicable state labor regulations.

D. Welder Qualifications: Certified in accordance with ASME BPVC-IX.

E. Identify pipe with marking including size, ASTM material classification, ASTM specification, potable water certification, water pressure rating.

1.06 REGULATORY REQUIREMENTS

A. Perform Work in accordance with State of Delaware plumbing code.

B. Conform to applicable code for installation of backflow prevention devices.

C. Provide certificate of compliance from authority having jurisdiction indicating approval of installation of backflow prevention devices.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.

B. Provide temporary protective coating on cast iron and steel valves.

C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

1.08 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

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

2.02 DOMESTIC WATER PIPING, ABOVE GRADE

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

B. Steel Pipe (Domestic Water above 2"): ASTM A53/A53M Schedule 40, galvanized, using one of the following joint types:
   1. Threaded Joints: ASME B16.4 cast iron fittings
   2. Grooved Joints: AWWA C606 grooved pipe, cast iron fittings, and mechanical couplings.

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2.03 FLANGES, UNIONS, AND COUPLINGS

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

B. Flanges for Pipe Size Over 1 Inch:
   1. Ferrous Pipe: Class 150 malleable iron threaded or forged steel slip-on flanges; preformed neoprene gaskets.
   2. Copper Tube and Pipe: Class 150 slip-on bronze flanges; preformed neoprene gaskets.

C. Mechanical Couplings for Grooved and Shouldered Joints: Two or more curved housing segments with continuous key to engage pipe groove, circular C-profile gasket, and bolts to secure and compress gasket.
   1. Dimensions and Testing: In accordance with AWWA C606.
   2. Housing Material: Provide ASTM A47/A47M malleable iron or ductile iron, galvanized.
   3. Gasket Material: EPDM suitable for operating temperature range from minus 30 degrees F to 230 degrees F.
   4. Bolts and Nuts: Hot dipped galvanized or zinc-electroplated steel.
   5. When pipe is field grooved, provide coupling manufacturer's grooving tools.

2.04 PIPE HANGERS AND SUPPORTS

A. Provide hangers and supports that comply with MSS SP-58.
   1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
   2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
   3. Trapeze Hangers: Welded steel channel frames attached to structure.
   4. Vertical Pipe Support: Steel riser clamp.

B. Plumbing Piping - Drain, Waste, and Vent:
   1. Conform to ASME B31.9.
   2. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.
   3. Hangers for Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.
   4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.

C. Plumbing Piping - Water:
   1. Conform to ASME B31.9.
   2. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.
   3. Hangers for Cold Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.
   4. Hangers for Hot Pipe Sizes 2 Inches to 4 Inches: Carbon steel, adjustable, clevis.
   5. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.

D. Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:
   1. Concrete Wedge Expansion Anchors: Complying with ICC-ES AC193.
   2. Masonry Wedge Expansion Anchors: Complying with ICC-ES AC01.
   3. Concrete Screw Type Anchors: Complying with ICC-ES AC193.
   4. Masonry Screw Type Anchors: Complying with ICC-ES AC106.
   5. Concrete Adhesive Type Anchors: Complying with ICC-ES AC308.
   6. Manufacturers:
      a. Powers Fasteners, Inc: www.powers.com.
      b. Substitutions: See Section 01 60 00 - Product Requirements.

2.05 GATE VALVES

A. Manufacturers:
   1. Tyco Flow Control: www.tycoflowcontrol.com.
   2. Conbraco Industries: www.apollovalves.com.

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3. Nibco, Inc: www.nibco.com.
4. Milwaukee Valve Company: www.milwaukeevalve.com.
5. Substitutions: See Section 01 60 00 - Product Requirements.

B. 2 Inches and Larger:
1. 1, Class 125, iron body, bronze trim, outside screw and yoke, handwheel, solid wedge disc, flanged ends. Provide chain-wheel operators for valves 6 inches and larger mounted over 8 feet above floor.

2.06 BALL VALVES

A. Manufacturers:
1. Tyco Flow Control: www.tycoflowcontrol.com.
2. Conbraco Industries: www.apollovalves.com.
3. Nibco, Inc: www.nibco.com.
4. Milwaukee Valve Company: www.milwaukeevalve.com.
5. Substitutions: See Section 01 60 00 - Product Requirements.

B. Construction, 4 Inches and Smaller: MSS SP-110, Class 150, 400 psi CWP, bronze, two piece body, chrome plated brass ball, regular port, teflon seats and stuffing box ring, blow-out proof stem, lever handle with balancing stops, solder ends with union.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and dirt, on inside and outside, before assembly.

C. Prepare piping connections to equipment with flanges or unions.

3.03 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Vent piping within a plenum rated ceiling must meet the code required smoke and flame spread ratings. If the material specified to be used does not meet the 25/50 smoke / flame spread rating it will be the installing contractors responsiblity to insulate the portion of this piping within the plenum.

C. Provide non-conducting dielectric connections wherever jointing dissimilar metals.

D. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.

E. Install piping to maintain headroom, conserve space, and not interfere with use of space.

F. Group piping whenever practical at common elevations.

G. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.

H. Provide access where valves and fittings are not exposed.

I. Copper Pipe and Tube: Make soldered joints in accordance with ASTM B828, using specified solder, and flux meeting ASTM B813; in potable water systems use flux also complying with NSF 61 and NSF 372.

J. Sleeve pipes passing through partitions, walls and floors.

K. Inserts:
1. Provide inserts for placement in concrete formwork.
2. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.

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3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches.
4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
5. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut above slab.

L. Pipe Hangers and Supports:
1. Install in accordance with ASME B31.9.
2. Support horizontal piping as indicated.
3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
4. Place hangers within 12 inches of each horizontal elbow.
5. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
6. Provide copper plated hangers and supports for copper piping.

3.04 APPLICATION

A. Install gate valves for shut-off and to isolate equipment, part of systems, or vertical risers.

B. Install globe valves for throttling, bypass, or manual flow control services.

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

3.05 TOLERANCES

A. Drainage Piping: Establish invert elevations within 1/2 inch vertically of location indicated and slope to drain at minimum of 1/4 inch per foot slope.

B. Water Piping: Slope at minimum of 1/32 inch per foot and arrange to drain at low points.

3.06 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

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

B. Ensure acidity (pH) of water to be treated is between 7.4 and 7.6 by adding alkali (caustic soda or soda ash) or acid (hydrochloric).

C. Inject disinfectant, free chlorine in liquid, powder, tablet or gas form, throughout system to obtain 50 to 80 mg/L residual.

D. Bleed water from outlets to ensure distribution and test for disinfectant residual at minimum 15 percent of outlets.

E. Maintain disinfectant in system for 24 hours.

F. If final disinfectant residual tests less than 25 mg/L, repeat treatment.

G. Flush disinfectant from system until residual equal to that of incoming water or 1.0 mg/L.

H. Take samples no sooner than 24 hours after flushing, from 10 percent of outlets and from water entry, and analyze in accordance with AWWA C651.

3.07 SCHEDULES

A. Pipe Hanger Spacing:
1. Metal Piping:
   a. Pipe Size: 1/2 inches to 1-1/4 inches:
      1) Maximum Hanger Spacing: 6.5 ft.
      2) Hanger Rod Diameter: 3/8 inches.
   b. Pipe Size: 1-1/2 inches to 2 inches:
      1) Maximum Hanger Spacing: 10 ft.
      2) Hanger Rod Diameter: 3/8 inch.
   c. Pipe Size: 2-1/2 inches to 3 inches:
      1) Maximum Hanger Spacing: 10 ft.
      2) Hanger Rod Diameter: 1/2 inch.
2. Plastic Piping:
   a. All Sizes:

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1) Maximum Hanger Spacing: 6 ft.
2) Hanger Rod Diameter: 3/8 inch.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 23 05 13

COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General construction and requirements.

B. Applications.

C. Three phase electric motors.

1.02 RELATED REQUIREMENTS

A. Section 26 27 17 - Equipment Wiring: Electrical characteristics and wiring connections.

1.03 REFERENCE STANDARDS

A. ABMA STD 9 - Load Ratings and Fatigue Life for Ball Bearings; 2015.

B. IEEE 112 - IEEE Standard Test Procedure for Polyphase Induction Motors and Generators; 2004.

C. NEMA MG 1 - Motors and Generators; 2014.

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

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

B. Product Data: Provide wiring diagrams with electrical characteristics and connection requirements.

C. Test Reports: Indicate test results verifying nominal efficiency and power factor for three phase motors larger than 1/2 horsepower.

D. Manufacturer's Installation Instructions: Indicate setting, mechanical connections, lubrication, and wiring instructions.

E. Operation Data: Include instructions for safe operating procedures.

F. Maintenance Data: Include assembly drawings, bearing data including replacement sizes, and lubrication instructions.

1.05 QUALITY ASSURANCE

A. Conform to NFPA 70.

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

1.06 DELIVERY, STORAGE, AND HANDLING

A. Protect motors stored on site from weather and moisture by maintaining factory covers and suitable weather-proof covering. For extended outdoor storage, remove motors from equipment and store separately.

1.07 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

B. Provide five year manufacturer warranty for motors larger than 20 horsepower.

PART 2 PRODUCTS

2.01 GENERAL CONSTRUCTION AND REQUIREMENTS

A. Construction:
   1. Open drip-proof type except where specifically noted otherwise.
   2. Design for continuous operation in 104 degrees F environment.
   3. Design for temperature rise in accordance with NEMA MG 1 limits for insulation class, service factor, and motor enclosure type.

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B. Construction:
   1. Open drip-proof type except where specifically noted otherwise.
   2. Design for continuous operation in 40 degrees C environment.
   3. Design for temperature rise in accordance with NEMA MG 1 limits for insulation class, service factor, and motor enclosure type.
   4. Motors with frame sizes 254T and larger: Energy Efficient Type.

C. 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, efficiency.

D. Wiring Terminations:
   1. Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Enclose terminal lugs in terminal box sized to NFPA 70, threaded for conduit.
   2. For fractional horsepower motors where connection is made directly, provide threaded conduit connection in end frame.

2.02 APPLICATIONS

A. Motors located outdoors and in draw through cooling towers: Totally enclosed weatherproof epoxy-sealed type.

2.03 THREE PHASE POWER - SQUIRREL CAGE MOTORS

A. Starting Torque: Between 1 and 1-1/2 times full load torque.

B. Starting Current: Six times full load current.

C. Power Output, Locked Rotor Torque, Breakdown or Pull Out Torque: NEMA Design B characteristics.

D. Design, Construction, Testing, and Performance: Conform to NEMA MG 1 for Design B motors.

E. Insulation System: NEMA Class B or better.

F. Testing Procedure: In accordance with IEEE 112. Load test motors to determine free from electrical or mechanical defects in compliance with performance data.

G. Bearings: Grease lubricated anti-friction ball bearings with housings equipped with plugged provision for relubrication, rated for minimum ABMA STD 9, L-10 life of 20,000 hours. Calculate bearing load with NEMA minimum V-belt pulley with belt center line at end of NEMA standard shaft extension. Stamp bearing sizes on nameplate.

H. Sound Power Levels: To NEMA MG 1.

I. Motors to be used with AC drives shall be inverter duty rated and shall conform to the following:
   1. All motors used with AC drives shall be equipped with thermostats in the stator windings.
   2. The motor shall meet NEMA MG-1, Part 31 standards.
      a. 1600 Volt rated magnet wire.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install securely on firm foundation. Mount ball bearing motors with shaft in any position.

C. Check line voltage and phase and ensure agreement with nameplate.

END OF SECTION

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SECTION 23 05 19
METERS AND GAGES FOR HVAC PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pressure gages and pressure gage taps.

B. Thermometers and thermometer wells.

1.02 RELATED REQUIREMENTS

A. Section 23 21 13 - Hydronic Piping.

1.03 REFERENCE STANDARDS

A. ASME B40.100 - Pressure Gauges and Gauge Attachments; 2013.

B. ASTM E1 - Standard Specification for ASTM Liquid-in-Glass Thermometers; 2014.

C. ASTM E77 - Standard Test Method for Inspection and Verification of Thermometers; 2014.

D. UL 393 - Indicating Pressure Gauges for Fire-Protection Service; Current Edition, Including All Revisions.

1.04 SUBMITTALS

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

B. Product Data: Provide list that indicates use, operating range, total range and location for manufactured components.

C. Project Record Documents: Record actual locations of components and instrumentation.

PART 2 PRODUCTS

2.01 PRESSURE GAGES

A. Manufacturers:
   1. Dwyer Instruments, Inc: www.dwyer-inst.com.
   2. Moeller Instrument Company, Inc: www.moellerinstrument.com.
   3. Omega Engineering, Inc: www.omega.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Pressure Gages: ASME B40.100, UL 393 drawn steel case, phosphor bronze bourdon tube, rotary brass movement, brass socket, with front recalibration adjustment, black scale on white background.
   1. Case: Steel with brass bourdon tube.
   2. Size: 4-1/2 inch diameter.
   3. Mid-Scale Accuracy: One percent.
   4. Scale: Psi.

2.02 PRESSURE GAGE TAPPINGS

A. Gage Cock: Tee or lever handle, brass for maximum 150 psi.

2.03 STEM TYPE THERMOMETERS

A. Manufacturers:
   1. Dwyer Instruments, Inc: www.dwyer-inst.com.
   2. Omega Engineering, Inc: www.omega.com.
   3. Weksler Glass Thermometer Corp: www.wekslerglass.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Thermometers - Adjustable Angle: Red- or blue-appearing non-toxic liquid in glass; ASTM E1; lens front tube, cast aluminum case with enamel finish, cast aluminum adjustable joint with positive locking device; adjustable 360 degrees in horizontal plane, 180 degrees in vertical plane.
   1. Size: 9 inch scale.

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2. Window: Clear Lexan.
3. Stem: 3/4 inch NPT brass.
4. Accuracy: 2 percent, per ASTM E77.
5. Calibration: Degrees F.

2.04 THERMOMETER SUPPORTS

A. Socket: Brass separable sockets for thermometer stems with or without extensions as required, and with cap and chain.

B. Flange: 3 inch outside diameter reversible flange, designed to fasten to sheet metal air ducts, with brass perforated stem.

2.05 TEST PLUGS

A. Test Plug: 1/4 inch or 1/2 inch brass fitting and cap for receiving 1/8 inch outside diameter pressure or temperature probe with neoprene core for temperatures up to 200 degrees F.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Provide one pressure gage per pump, installing taps before strainers and on suction and discharge of pump. Pipe to gage.

C. Install pressure gages with pulsation dampers. Provide gage cock to isolate each gauge. Provide siphon on gages in steam systems. Extend nipples and siphons to allow clearance from insulation.

D. Install thermometers in piping systems in sockets in short couplings. Enlarge pipes smaller than 2-1/2 inch for installation of thermometer sockets. Ensure sockets allow clearance from insulation.

E. Locate duct mounted thermometers minimum 10 feet downstream of mixing dampers, coils, or other devices causing air turbulence.

F. Provide instruments with scale ranges selected according to service with largest appropriate scale.

G. Install gages and thermometers in locations where they are easily read from normal operating level. Install vertical to 45 degrees off vertical.

H. Adjust gages and thermometers to final angle, clean windows and lenses, and calibrate to zero.

END OF SECTION

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SECTION 23 05 48

VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Equipment support bases.

B. Vibration isolators.

1.02 SUBMITTALS

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

B. Product Data: Provide schedule of vibration isolator type with location and load on each.

C. Shop Drawings: Indicate inertia bases and locate vibration isolators, with static and dynamic load on each. Indicate seismic control measures.

D. Manufacturer's Instructions: Indicate installation instructions with special procedures and setting dimensions.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Isolation Technology, Inc: www.isolationtech.com.

B. Kinetics Noise Control, Inc: www.kineticsnoise.com.

C. Mason Industries: www.mason-ind.com.

D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PERFORMANCE REQUIREMENTS

A. General:
1. All vibration isolators, base frames and inertia bases to conform to all uniform deflection and stability requirements under all operating loads.
2. Steel springs to function without undue stress or overloading.

2.03 EQUIPMENT SUPPORT BASES

A. Structural Bases:
1. Construction: Engineered, structural steel frames with welded brackets for side mounting of the isolators.
2. Frames: Square, rectangular or T-shaped.
3. Design: Sufficiently rigid to prevent misalignment or undue stress on machine, and to transmit design loads to isolators and snubbers.
4. Applications: Adjustable motor slide rails for centrifugal fans.

2.04 VIBRATION ISOLATORS

A. Non-Seismic Type:
1. Restrained Steel Springs:
   a. Housing: Rigid blocking during rigging prevents equipment installed and operating height from changing during temporary weight reduction.
   b. Equipment Wind Loading: Adequate means for fastening isolator top to equipment and isolator base plate to supporting structure.
2. Spring Hanger:
   a. Housing: Steel construction containing stable steel spring and integral elastomeric element preventing metal to metal contact.
   b. Bottom Opening: Sized to allow plus/minus 15 degrees rod misalignment.
3. Combination Elastomeric-Spring Hanger:
   a. Housing: Steel construction containing stable steel spring with elastomeric element in series isolating upper connection of hanger box to building structure.
   b. Bottom Opening: Sized to allow plus/minus 15 degrees rod misalignment.

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4. Thrust Restraints:
   a. Housing: Steel construction containing stable steel spring and integral elastomeric element installed in pairs to resist air pressure thrusts.
   b. Bottom Openings: Sized to allow plus/minus 15 degrees rod misalignment.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

A. Install in accordance with manufacturer's instructions.

B. Prior to making piping connections to equipment with operating weights substantially different from installed weights, block up equipment with temporary shims to final height. When full load is applied, adjust isolators to load to allow shim removal.

C. Provide seismic snubbers for all equipment, piping, and ductwork mounted on isolators. Each inertia base shall have minimum of four seismic snubbers located close to isolators. Snub equipment designated for post-disaster use to 0.05 inch maximum clearance. Other snubbers shall have clearance between 0.15 inch and 0.25 inch.

3.02 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect isolated equipment after installation and submit report. Include static deflections.

3.03 SCHEDULE

A. Pipe Isolation Schedule.
   1. 1 Inch Pipe Size: Isolate 120 diameters from equipment.
   2. 2 Inch Pipe Size: Isolate 90 diameters from equipment.
   3. 3 Inch Pipe Size: Isolate 80 diameters from equipment.
   4. 4 Inch Pipe Size: Isolate 75 diameters from equipment.
   5. 6 Inch Pipe Size: Isolate 60 diameters from equipment.
   6. 8 Inch Pipe Size: Isolate 60 diameters from equipment.

B. Equipment Isolation Schedule.
   1. Liquid Coolers.
      a. Base: Structural steel base.
      b. Base Thickness: 8 inches.
      c. Isolator Type: Neoprene pad isolators.

END OF SECTION

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SECTION 23 05 53

IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Nameplates.
B. Tags.
C. Pipe markers.
D. Ceiling tacks.
E. Ceiling Tacks

1.02 REFERENCE STANDARDS

A. ASME A13.1 - Scheme for the Identification of Piping Systems; 2007.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
B. List: Submit list of wording, symbols, letter size, and color coding for mechanical identification.
C. Chart and Schedule: Submit valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.
D. Product Data: Provide manufacturers catalog literature for each product required.
E. Manufacturer's Installation Instructions: Indicate special procedures, and installation.
F. Project Record Documents: Record actual locations of tagged valves.

PART 2 PRODUCTS

2.01 IDENTIFICATION APPLICATIONS

A. Control Panels: Nameplates.
B. Heat Transfer Equipment: Nameplates.
C. Major Control Components: Nameplates.
D. Piping: Tags.
E. Pumps: Nameplates.
F. Tanks: Nameplates.
G. Valves: Tags and ceiling tacks where located above lay-in ceiling.
H. Water Treatment Devices: Nameplates.

2.02 MANUFACTURERS

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

2.03 NAMEPLATES

A. Description: Laminated three-layer plastic with engraved letters.
   1. Letter Color: White.
   2. Letter Height: 1/4 inch.
   3. Background Color: Black.

2.04 TAGS

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

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B. Metal Tags: Brass with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.

C. Valve Tag Chart: Typewritten letter size list in anodized aluminum frame.

2.05 PIPE MARKERS

A. Color: Conform to ASME A13.1.

B. Plastic Pipe Markers: Factory fabricated, flexible, semi- rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.

2.06 CEILING TACKS

A. Description: Steel with 3/4 inch diameter color coded head.

B. Color code as follows:
   1. HVAC Equipment: Yellow.
   2. Fire Dampers and Smoke Dampers: Red.
   3. Heating/Cooling Valves: Blue.

PART 3 EXECUTION

3.01 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

3.02 INSTALLATION

A. Install nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.

B. Install tags with corrosion resistant chain.

C. Install plastic pipe markers in accordance with manufacturer's instructions.

D. Install underground plastic pipe markers 6 to 8 inches below finished grade, directly above buried pipe.

E. Identify air handling units, pumps, heat transfer equipment, tanks, and water treatment devices with plastic nameplates. Small devices, such as in-line pumps, may be identified with tags.

F. Identify control panels and major control components outside panels with plastic nameplates.

G. Identify thermostats relating to terminal boxes or valves with nameplates.

H. Identify valves in main and branch piping with tags.

I. Locate ceiling tacks to locate valves or dampers above lay-in panel ceilings. Locate in corner of panel closest to equipment.

END OF SECTION

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SECTION 23 05 93

TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Testing, adjustment, and balancing of hydronic systems.

B. Commissioning activities.

1.02 RELATED REQUIREMENTS

A. Section 01 40 00 - Quality Requirements: Employment of testing agency and payment for services.

B. Section 01 91 13 - General Commissioning Requirements: Commissioning requirements that apply to all types of work.

C. Section 23 08 00 - Commissioning of HVAC.

1.03 REFERENCE STANDARDS

A. ASHRAE Std 111 - Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems; 2008.

B. NEBB (TAB) - Procedural Standards for Testing Adjusting and Balancing of Environmental Systems; 2015, Eighth Edition.

C. SMACNA (TAB) - HVAC Systems Testing, Adjusting and Balancing; 2002.

1.04 SUBMITTALS

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

B. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
   1. Submit to DEDC, LLC.
   2. Include at least the following in the plan:
      a. List of all air flow, water flow, sound level, system capacity and efficiency measurements to be performed and a description of specific test procedures, parameters, formulas to be used.
      b. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
      c. Discussion of what notations and markings will be made on the duct and piping drawings during the process.
      d. Final test report forms to be used.
      e. Expected problems and solutions, etc.
      f. Details of how TOTAL flow will be determined; for example:
         1) Water: Pump curves, circuit setter, flow station, ultrasonic, etc.
      g. Confirmation of understanding of the outside air ventilation criteria under all conditions.
      h. Method of verifying and setting minimum outside air flow rate will be verified and set and for what level (total building, zone, etc.).
      i. Procedures for formal deficiency reports, including scope, frequency and distribution.

C. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
   1. Revise TAB plan to reflect actual procedures and submit as part of final report.
   2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for DEDC, LLC and for inclusion in operating and maintenance manuals.
   3. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
   4. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.

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5. Units of Measure: Report data in both I-P (inch-pound) and SI (metric) units.
6. Include the following on the title page of each report:
   a. Name of Testing, Adjusting, and Balancing Agency.
   b. Address of Testing, Adjusting, and Balancing Agency.
   c. Telephone number of Testing, Adjusting, and Balancing Agency.
   d. Project name.
   e. Project location.
   f. Project Engineer.
   g. Project Contractor.
   h. Report date.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

A. TAB contractor shall review all of the drawings with special attention to the controls drawings as there is additional instruction on the drawings and sequence of operation as to how balancing shall be performed and what information the controls contractor is required to obtain.

B. TAB contractor shall perform ductwork leak tests prior to installation of ceiling. TAB contractor shall schedule this work thru the mechanical contractor.

C. Perform total system balance in accordance with one of the following:
   1. NEBB Procedural Standards for Testing Adjusting Balancing of Environmental Systems.
   2. SMACNA (TAB).

D. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.

E. Where HVAC systems and/or components interface with life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with the authorities having jurisdiction.

F. TAB Agency Qualifications:
   1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
   2. Certified by one of the following:
      a. NEBB, National Environmental Balancing Bureau: www.nebb.org/#sle.
      b. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: www.tabbcertified.org/#sle.

G. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.

3.02 EXAMINATION

A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
   1. Systems are started and operating in a safe and normal condition.
   2. Temperature control systems are installed complete and operable.
   3. Proper thermal overload protection is in place for electrical equipment.
   4. Fans are rotating correctly.
   5. Fire and volume dampers are in place and open.
   6. Air coil fins are cleaned and combed.
   7. Access doors are closed and duct end caps are in place.
   8. Air outlets are installed and connected.
   9. Duct system leakage is minimized.
   10. Hydronic systems are flushed, filled, and vented.
   11. Pumps are rotating correctly.
   12. Proper strainer baskets are clean and in place.
   13. Service and balance valves are open.

NOT FOR BIDDING PURPOSES

B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.

C. Beginning of work means acceptance of existing conditions.

3.03 PREPARATION

A. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to DEDC, LLC to facilitate spot checks during testing.

3.04 ADJUSTMENT TOLERANCES

A. Hydronic Systems: Adjust to within plus or minus 10 percent of design.

3.05 RECORDING AND ADJUSTING

A. Ensure recorded data represents actual measured or observed conditions.

B. Permanently mark settings of valves, 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 thermostats to specified settings.

3.06 WATER SYSTEM PROCEDURE

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

B. Use calibrated Venturi tubes, orifices, or other metered fittings and pressure gages to determine flow rates for system balance. Where flow metering devices are not installed, base flow balance on temperature difference across various heat transfer elements in the system.

C. Adjust systems to provide specified pressure drops and flows through heat transfer elements prior to thermal testing. Perform balancing by measurement of temperature differential in conjunction with air balancing.

D. Effect adjustment of water distribution systems by means of balancing cocks, valves, and fittings. Do not use service or shut-off valves for balancing unless indexed for balance point.

3.07 COMMISSIONING

A. See Sections 01 91 13 and 23 08 00 for additional requirements.

B. Perform prerequisites prior to starting commissioning activities.

C. Fill out Prefunctional Checklists for:
   1. Water side systems.

D. Furnish to the Commissioning Authority, upon request, any data gathered but not shown in the final TAB report.

E. In the presence of the Commissioning Authority, verify that:
   1. Final settings of all valves, splitters, dampers and other adjustment devices have been permanently marked.
   2. The air system is being controlled to the lowest possible static pressure while still meeting design loads, less diversity; this shall include a review of TAB methods, established control setpoints, and physical verification of at least one leg from fan to diffuser having all balancing dampers wide open and that during full cooling of all terminal units taking off downstream of the static pressure sensor, the terminal unit on the critical leg has its damper 90 percent or more open.
   3. The water system is being controlled to the lowest possible pressure while still meeting design loads, less diversity; this shall include a review of TAB methods, established control setpoints, and physical verification of at least one leg from the pump to the coil having all balancing valves wide open and that during full cooling the cooling coil valve of that leg is 90 percent or more open.

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3.08 SCOPE

A. Test, adjust, and balance the following:
   1. Closed Circuit Cooler Fan
   2. Closed Circuit Cooler Spray Pump
   3. Closed Circuit Cooler Coil
   4. Heat Pump Loop Pumps

3.09 MINIMUM DATA TO BE REPORTED

A. Electric Motors:
   1. Manufacturer.
   2. Model/Frame.
   3. HP/BHP.
   4. Phase, voltage, amperage; nameplate, actual, no load.
   5. RPM.
   6. Service factor.
   7. Sheave Make/Size/Bore.

B. Pumps:
   1. Identification/number.
   2. Manufacturer.
   3. Size/model.
   4. Impeller.
   5. Service.
   6. Design flow rate, pressure drop, BHP.
   7. Actual flow rate, pressure drop, BHP.
   8. Discharge pressure.
   9. Suction pressure.
   10. Total operating head pressure.

C. Cooling Tower:
   1. Tower identification/number.
   2. Manufacturer.
   3. Model number.
   4. Serial number.
   5. Rated capacity.
   6. Entering air WB temperature, specified and actual.
   7. Leaving air WB temperature, specified and actual.
   8. Ambient air DB temperature.
   9. Condenser water entering temperature.
   10. Condenser water leaving temperature.
   11. Condenser water flow rate.
   12. Fan RPM.

END OF SECTION

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SECTION 23 07 19
HVAC PIPING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Piping insulation.

B. Jackets and accessories.

1.02 RELATED REQUIREMENTS

A. Section 07 84 00 - Firestopping.

B. Section 23 21 13 - Hydronic Piping: Placement of hangers and hanger inserts.

1.03 REFERENCE STANDARDS

A. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.

B. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2014.

C. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2013.

D. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation; 2015.

E. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel; 2008 (Reapproved 2013).

F. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

G. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2014.

H. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2006.

I. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.04 SUBMITTALS

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

B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.05 QUALITY ASSURANCE

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

1.06 DELIVERY, STORAGE, AND HANDLING

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

1.07 FIELD CONDITIONS

A. Maintain ambient conditions required by manufacturers of each product.

B. Maintain temperature before, during, and after installation for minimum of 24 hours.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

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

2.02 GLASS FIBER

A. Manufacturers:

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1. Knauf Insulation: www.knaufinsulation.com.
2. Johns Manville Corporation: www.jm.com.
3. Owens Corning Corp: www.owenscorning.com.
4. CertainTeed Corporation; : www.certainteed.com.

B. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible.
1. 'K' Value: ASTM C177, 0.24 at 75 degrees F.
2. Maximum Service Temperature: 850 degrees F.
3. Maximum Moisture Absorption: 0.2 percent by volume.

C. Insulation: ASTM C547 and ASTM C795; semi-rigid, noncombustible, end grain adhered to jacket.
1. Maximum Service Temperature: 650 degrees F.
2. Maximum Moisture Absorption: 0.2 percent by volume.

D. Vapor Barrier Jacket: White kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.

2.03 JACKETS

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

B. Canvas Jacket: UL listed 6 oz/sq yd plain weave cotton fabric treated with dilute fire retardant lagging adhesive.
1. Lagging Adhesive: Compatible with insulation.
a. Compatible with insulation.

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

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that piping has been tested before applying insulation materials.

B. Verify that surfaces are clean and dry, with foreign material removed.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Exposed Piping: Locate insulation and cover seams in least visible locations.

C. Insulated pipes conveying fluids below ambient temperature; insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.

D. Glass fiber insulated pipes conveying fluids below ambient temperature:

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1. Provide vapor barrier jackets, factory-applied or field-applied; secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.

E. For hot piping conveying fluids 140 degrees F or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.

F. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.

G. Glass fiber insulated pipes conveying fluids above ambient temperature.
1. Provide standard jackets, with or without vapor barrier, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples.
2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.

H. Inserts and Shields:
1. Application: Piping 1-1/2 inches diameter or larger.
2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
3. Insert location: Between support shield and piping and under the finish jacket.
4. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.

I. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, refer to Section 07 84 00.

J. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with canvas jacket sized for finish painting.

K. Exterior Applications: Provide vapor barrier jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor barrier cement. Cover with aluminum jacket with seams located on bottom side of horizontal piping. Provide two coats of UV resistant finish for flexible elastomeric cellular insulation without jacketing.

L. Heat Traced Piping: Insulate fittings, joints, and valves with insulation of like material, thickness, and finish as adjoining pipe. Size large enough to enclose pipe and heat tracer. Cover with aluminum jacket with seams located on bottom side of horizontal piping.

3.03 SCHEDULE

A. Cooling Systems:
1. Condenser Water: 2" Glass Fiber
2. Cold Condensate Drains:

B. Other Systems:
1. Piping carrying fluids exposed to freezing with Heat Tracing: 2" glass fiber with aluminum jacketing

END OF SECTION

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SECTION 23 08 00
COMMISSIONING OF HVAC

PART 1 GENERAL

1.01 SUMMARY

A. See Section 01 91 13 - General Commissioning Requirements for overall objectives; comply with the requirements of Section 01 91 13.

B. This section covers the Contractor's responsibilities for commissioning; each subcontractor or installer responsible for the installation of a particular system or equipment item to be commissioned is responsible for the commissioning activities relating to that system or equipment item.

C. The following HVAC equipment is to be commissioned, including commissioning activities for the following specific items:
   1. Control system.
   2. Piping systems and equipment.
   3. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.

1.02 RELATED REQUIREMENTS

A. Section 01 78 00 - Closeout Submittals: Scope and procedures for operation and maintenance manuals and project record documents.

B. Section 01 79 00 - Demonstration and Training: Scope and procedures for State of Delaware OMB - Division of Facilities Management personnel training.

C. Section 01 91 13 - General Commissioning Requirements: Commissioning requirements that apply to all types of work.

D. Section 23 09 50 - Building Automation System (BAS) General

E. Section 23 09 59 - BAS System Commissioning

1.03 REFERENCE STANDARDS

A. ASHRAE Guideline 1.1 - The HVAC Commissioning Process; 2007

1.04 SUBMITTALS

A. Contractor shall draft Prefunctional Checklists and Functional Test Procedures for systems being commissioned. Detailed written plan indicating the procedures to be followed to test, checkout and adjust the control system prior to full system Functional Testing; include at least the following for each type of equipment controlled:
   1. System name.
   2. List of devices.
   3. Step-by-step procedures for testing each controller after installation, including:
      a. Process of verifying proper hardware and wiring installation.
      b. Process of downloading programs to local controllers and verifying that they are addressed correctly.
      c. Process of performing operational checks of each controlled component.
      d. Plan and process for calibrating valve and damper actuators and all sensors.
      e. Description of the expected field adjustments for transmitters, controllers and control actuators should control responses fall outside of expected values.
   4. Copy of proposed log and field checkout sheets to be used to document the process; include space for initial and final read values during calibration of each point and space to specifically indicate when a sensor or controller has “passed” and is operating within the contract parameters.
   5. Description of the instrumentation required for testing.
   6. Indicate what tests on what systems should be completed prior to TAB using the control system for TAB work. Coordinate with the Commissioning Authority and TAB contractor for this determination.

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B. Startup Reports, Prefunctional Checklists, and Trend Logs: Submit for approval of Commissioning Authority.

C. HVAC Control System O&M Manual Requirements. Submit as required in section 23 09 59.

D. Project Record Documents: See Section 01 78 00 for additional requirements.
   1. Submit updated version of control system documentation, for inclusion with operation and maintenance data.
   2. Show actual locations of all static and differential pressure sensors (air, water and building pressure) and air-flow stations on project record drawings.

E. Draft Training Plan: In addition to requirements specified in Section 01 79 00, include:
   1. Follow the recommendations of ASHRAE Guideline 1.1.
   2. Control system manufacturer's recommended training.
   3. Demonstration and instruction on function and overrides of any local packaged controls not controlled by the HVAC control system.

F. Training Manuals: See Section 01 79 00 for additional requirements.
   1. Provide three extra copies of the controls training manuals in a separate manual from the O&M manuals.

PART 2 PRODUCTS

2.01 TEST EQUIPMENT

A. Provide all standard testing equipment required to perform startup and initial checkout and required functional performance testing; unless otherwise noted such testing equipment will NOT become the property of State of Delaware OMB - Division of Facilities Management.

B. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to State of Delaware OMB - Division of Facilities Management; such equipment, tools, and instruments are to become the property of State of Delaware OMB - Division of Facilities Management.

PART 3 EXECUTION

3.01 PREPARATION

A. Prepare a preliminary schedule for HVAC pipe and duct system testing, flushing and cleaning, equipment start-up and testing, adjusting, and balancing start and completion for use by the Commissioning Authority; update the schedule as appropriate.

B. Notify the Commissioning Authority when pipe and duct system testing, flushing, cleaning, startup of each piece of equipment and testing, adjusting, and balancing will occur; when commissioning activities not yet performed or not yet scheduled will delay construction notify ahead of time and be proactive in seeing that the Commissioning Authority has the scheduling information needed to efficiently execute the commissioning process.

C. Put all HVAC equipment and systems into operation and continue operation during each working day of testing, adjusting, and balancing and commissioning, as required.

D. Provide test holes in ducts and plenums where directed to allow air measurements and air balancing; close with an approved plug.

E. Provide temperature and pressure taps in accordance with the contract documents.
   1. Provide a pressure/temperature plug at each water sensor that is an input point to the control system.

3.02 INSPECTING AND TESTING - GENERAL

A. Submit startup plans, startup reports, and Prefunctional Checklists for each item of equipment or other assembly to be commissioned.

B. Perform the Functional Tests directed by the Commissioning Authority for each item of equipment or other assembly to be commissioned.

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C. Provide two-way radios for use during the testing.

D. Valve/Damper Stroke Setup and Check:
   1. For all valve/damper actuator positions checked, verify the actual position against the control system readout.
   2. Set pump/fan to normal operating mode.
   3. Command valve/damper closed; visually verify that valve/damper is closed and adjust output zero signal as required.
   4. Command valve/damper open; verify position is full open and adjust output signal as required.
   5. Command valve/damper to a few intermediate positions.
   6. If actual valve/damper position does not reasonably correspond, replace actuator or add pilot positioner (for pneumatics).

E. Isolation Valve or System Valve Leak Check: For valves not by coils.
   1. With full pressure in the system, command valve closed.
   2. Use an ultra-sonic flow meter to detect flow or leakage.

F. Deficiencies: Correct deficiencies and re-inspect or re-test, as applicable, at no extra cost to State of Delaware OMB - Division of Facilities Management.

3.03 TAB COORDINATION

A. TAB: Testing, adjusting, and balancing of HVAC.

B. Coordinate commissioning schedule with TAB schedule.

C. Review the TAB plan to determine the capabilities of the control system toward completing TAB.

D. Provide all necessary unique instruments and instruct the TAB technicians in their use; such as handheld control system interface for setting terminal unit boxes, etc.

E. Have all required Prefunctional Checklists, calibrations, startup and component Functional Tests of the system completed and approved by the Commissioning Authority prior to starting TAB.

F. Provide a qualified control system technician to operate the controls to assist the TAB technicians or provide sufficient training for the TAB technicians to operate the system without assistance.

3.04 CONTROL SYSTEM FUNCTIONAL TESTING

A. Coordinate with Section 23 09 59 for requirements.

3.05 OPERATION AND MAINTENANCE MANUALS

A. See Section 01 78 00 for additional requirements.

B. Add design intent documentation furnished by DEDC, LLC to manuals prior to submission to State of Delaware OMB - Division of Facilities Management.

C. Submit manuals related to items that were commissioned to Commissioning Authority for review; make changes recommended by Commissioning Authority.

D. Commissioning Authority will add commissioning records to manuals after submission to State of Delaware OMB - Division of Facilities Management.

3.06 DEMONSTRATION AND TRAINING

A. See Section 01 79 00 for additional requirements.

B. Coordinate with Section 23 09 59 for requirements.

C. These demonstrations are in addition to, and not a substitute for, Prefunctional Checklists and demonstrations to the Commissioning Authority during Functional Testing.

D. Provide classroom and hands-on training of State of Delaware OMB - Division of Facilities Management's designated personnel on operation and maintenance of the HVAC system, control system, and all equipment items indicated to be commissioned. Provide the following minimum durations of training:

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1. HVAC Control System: 8 hours.
2. Boilers and System: 4 hours.
3. Closed Circuit Cooler 4 hours.

E. TAB Review: Instruct State of Delaware OMB - Division of Facilities Management's personnel for minimum 2 hours, after completion of TAB, on the following:
1. Review final TAB report, explaining the layout and meanings of each data type.
2. Discuss any outstanding deficient items in control, ducting or design that may affect the proper delivery of air or water.
3. Identify and discuss any terminal units, duct runs, diffusers, coils, fans and pumps that are close to or are not meeting their design capacity.
4. Discuss any temporary settings and steps to finalize them for any areas that are not finished.
5. Other salient information that may be useful for facility operations, relative to TAB.

F. HVAC Control System Training: Perform training in at least three phases:
1. Phase 1 - Basic Control System: Provide minimum of 8 hours of actual training on the control system itself. Upon completion of training, each attendee, using appropriate documentation, should be able to perform elementary operations and describe general hardware architecture and functionality of the system.
   a. This training may be held on-site or at the manufacturer's facility.
   b. If held off-site, the training may occur prior to final completion of the system installation.
   c. For off-site training, Contractor shall pay expenses of up to two attendees.
2. Phase 2 - Integrating with HVAC Systems: Provide minimum of 4 hours of on-site, hands-on training after completion of Functional Testing. Include instruction on:
   a. The specific hardware configuration of installed systems in this facility and specific instruction for operating the installed system, including interfaces with other systems, if any.
   b. Security levels, alarms, system start-up, shut-down, power outage and restart routines, changing setpoints and alarms and other typical changed parameters, overrides, freeze protection, manual operation of equipment, optional control strategies that can be considered, energy savings strategies and set points that if changed will adversely affect energy consumption, energy accounting, procedures for obtaining vendor assistance, etc.
   c. Trend logging and monitoring features (values, change of state, totalization, etc.), including setting up, executing, downloading, viewing both tabular and graphically and printing trends; provide practice in setting up trend logging and monitoring during training session.
   d. Every display screen, allowing time for questions.
   e. Point database entry and modifications.
3. Phase 3 - Post-Occupancy: Six months after occupancy conduct minimum of 4 hours of training. Tailor training session to questions and topics solicited beforehand from State of Delaware OMB - Division of Facilities Management. Also be prepared to address topics brought up and answer questions concerning operation of the system.

G. Provide the services of manufacturer representatives to assist instructors where necessary.

H. Provide the services of the HVAC controls instructor at other training sessions, when requested, to discuss the interaction of the controls system as it relates to the equipment being discussed.

END OF SECTION

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SECTION 23 09 50

BUILDING AUTOMATION SYSTEM (BAS) GENERAL

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. General Requirements

B. Description of Work

C. Quality Assurance

D. System Architecture

E. Distributed Processing Units/Quantity and Location

F. Demolition and Reuse of Existing Materials and Equipment

G. Sequence of Work

1.02 RELATED DOCUMENTS

A. Section 23 09 69 - Variable Frequency Controllers

B. Section 23 09 51 - Building Automation System (BAS) Basic Materials, Interface Devices, and Sensors

C. Section 23 09 53 - BAS Field Panels

D. Section 23 09 54 - BAS Communication Devices

E. Section 23 09 55 - BAS Software and Programming

F. Section 23 09 58 - Sequences of Operation

G. Section 23 09 59 - BAS Commissioning

1.03 DESCRIPTION OF WORK

A. The building automation system (BAS) defined in this specification shall interface with the Delaware's State Network , and shall utilize the BACnet communication requirements as defined by ASHRAE/ANSI 135 (current version and addendum) for all communication.

B. The BAS contractor shall provide Variable Frequency Controllers for all equipment identified as having a Variable Frequency Controler (or Variable Frequency Drives "VFD" or Variable Speed Drives "VSD"). The Variable Frequency Controler shall be in accordance with specification section 23 09 69.

C. Contractor shall furnish and install a building automation system (BAS). The new BAS shall utilize electronic sensing, microprocessor-based digital control, and electronic actuation of dampers and valves to perform control sequences and functions specified. The BAS for this project will generally consist of monitoring and control of systems listed below. Reference also control drawings, sequences of operation, and points lists.

D. The systems to be controlled under work of this section basically comprise existing HVAC systems within an existing building. The HVAC systems being controlled are VAV Systems, Heat Pumps, Boilers, Pumps, Chillers, Closed Circuit Coolers, and Exhaust Fans. This Section defines the manner and method by which these controls function.

1.04 APPLICATION OF OPEN PROTOCOLS

A. Subject to the detailed requirements provided throughout the specifications, the BAS and digital control and communications components installed, as work of this contract shall be an integrated distributed processing system utilizing BACnet. System components shall communicate using true BacNET in accordance with ASHRAE Standard 135 and current addenda and annexes, including all workstations, all building controllers, and all application specific controllers. Gateways to other communication protocols are not acceptable

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1.05 QUALITY ASSURANCE

A. Product Line Demonstrated History: The product line being proposed for the project must have an installed history of demonstrated satisfactory operation for a length of 2 years since date of final completion in at least 10 installations of comparative size and complexity. Submittals shall document this requirement with references.

The following requirement relates to the actual installing contractor.

B. Installer's Qualifications: Firms specializing and experienced in control system installations for not less than 5 years. Firms with experience in BAS installation projects with point counts equal to this project and systems of the same character as this project. If installer is a Value Added Reseller (VAR) of a manufacturer's product, installer must demonstrate at least three years prior experience with that manufacturer's products. Experience starts with awarded Final Completion of previous projects. Submittals must document this experience with references.

C. Installer's Experience with Proposed Product Line: Firms shall have specialized in and be experienced with the installation of the proposed product line for not less than one year from date of final completion on at least 3 projects of similar size and complexity. Submittals shall document this experience with references.

D. Installer's Field Coordinator and Sequence Programmer Qualifications: Individual(s) shall specialize in and be experienced with control system installation for not less than 5 years. Proposed field coordinator shall have experience with the installation of the proposed product line for not less than 2 projects of similar size and complexity. Installer shall submit the names of the proposed individual and at least one alternate for each duty. Submittals shall document this experience with references. The proposed individuals must show proof of the following training:
   1. Product Line Training: Individuals overseeing the installation and configuration of the proposed product line must provide evidence of the most advanced training offered by the Manufacturer on that product line for installation and configuration
   2. Programming Training: Individuals involved with programming the site-specific sequences shall provide evidence of the most advanced programming training offered by the vendor of the programming application offered by the Manufacturer.

E. Installer's Service Qualifications: The installer must be experienced in control system operation, maintenance and service. Installer must document a minimum 5 year history of servicing installations of similar size and complexity. Installer must also document at least a one year history of servicing the proposed product line.

F. Installer's Response Time and Proximity
   1. Installer must maintain a fully capable service facility within a 45 mile radius of the project site. Service facility shall manage the emergency service dispatches and maintain the inventory of spare parts.
   2. Emergency response times are listed below in this section. Installer must demonstrate the ability to meet the response times.

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1.06 CODES AND STANDARDS

A. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
   1. ASHRAE 135: BACnet - A Data Communication Protocol for Building Automation and Control Networks. American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. current edition including all related addenda shall apply.

B. Electronics Industries Alliance
   1. EIA-709.1-A-99: Control Network Protocol Specification
   2. EIA-709.3-99: Free-Topology Twisted-Pair Channel Specification
   3. EIA-232: Interface between Data Terminal Equipment and Data Circuit-Terminating Equipment Employing Serial Binary Data Interchange.
   4. EIA-458: Standard Optical Fiber Material Classes and Preferred Sizes
   5. EIA-485: Standard for Electrical Characteristics of Generator and Receivers for use in Balanced Digital Multipoint Systems.

6. EIA-472: General and Sectional Specifications for Fiber Optic Cable
7. EIA-475: Generic and Sectional Specifications for Fiber Optic Connectors and all Sectional Specifications
8. EIA-573: Generic and Sectional Specifications for Field Portable Polishing Device for Preparation Optical Fiber and all Sectional Specifications
9. EIA-590: Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant and all Sectional Specifications

C. Underwriters Laboratories
1. UL 916: Energy Management Systems.
The following rating is required only for devices used for smoke control purposes. If these are not intended, delete.
2. UUKL 864: UL Supervised Smoke Control

D. NEMA Compliance
1. NEMA 250: Enclosure for Electrical Equipment
2. NEMA ICS 1: General Standards for Industrial Controls.

E. NFPA Compliance
1. NFPA 90A "Standard for the Installation of Air Conditioning and Ventilating Systems" where applicable to controls and control sequences.
2. NFPA 70 National Electrical Code (NEC)

F. Institute of Electrical and Electronics Engineers (IEEE)
1. IEEE 142: Recommended Practice for Grounding of Industrial and Commercial Power Systems
2. IEEE 802.3: CSMA/CD (Ethernet - Based) LAN
3. IEEE 802.4: Token Bus Working Group (ARCNET - Based) LAN

1.07 DEFINITIONS

A. Advanced Application Controller (AAC): A device with limited resources relative to the Building Controller (BC). It may support a level of programming and may also be intended for application specific applications.

B. Application Protocol Data Unit (APDU): A unit of data specified in an application protocol and consisting of application protocol control information and possible application user data (ISO 9545).

C. Application Specific Controller (ASC): A device with limited resources relative to the Advanced Application Controller (AAC). It may support a level of programming and may also be intended for application-specific applications. .

D. BACnet/BACnet Standard: BACnet communication requirements as defined by ASHRAE/ANSI 135 (Current edition and addendum).

E. BACnet Interoperability Building Blocks (BIBB): A BIBB defines a small portion of BACnet functionality that is needed to perform a particular task. BIBBS are combined to build the BACnet functional requirements for a device in a specification.

F. Binding: In the general sense, binding refers to the associations or mappings of the sources network variable and their intended opr required destinations.

G. Building Automation System (BAS): The entire integrated management and control system

H. Building Controller (BC): A fully programmable device capable of carrying out a number of tasks including control and monitoring via direct digital control (DDC) of specific systems, acting as a communications router between the controlled devices / equipment and the CSS, and temporary data storage for trend information, time schedules, and alarm data.

I. Change of Value (COV): An event that occurs when a measured or calculated analog value changes by a predefined amount (ASHRAE/ANSI 135 (current version and addendum)).

J. Client: A device that is the requestor of services from a server. A client device makes requests of and receives responses from a server device.

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K. Continuous Monitoring: A sampling and recording of a variable based on time or change of state (e.g. trending an analog value, monitoring a binary change of state).

L. Controller or Control Unit (CU): Intelligent stand-alone control device. Controller is a generic reference and shall include BCs, AACs, and ASCs as appropriate.

M. Control Systems Server (CSS): A server class computer(s) that maintains the systems configuration and programming database. This server is located at the State of Delaware's data center in a virtual environment and serves as an access point to BAS.

N. Controlling LAN: High speed, peer-to-peer controller LAN connecting BCs, AACs and ASCs. Refer to System Architecture below.

O. Direct Digital Control (DDC): Microprocessor-based control including Analog/Digital conversion and program logic

P. Functional Profile: A collection of variables required to define a the key parameters for a standard application. As this applies to the HVAC industry, this would include applications like VAV terminal, fan coil units, and the like.

Q. Gateway (GTWY): A device, which contains two or more dissimilar networks/protocols, permitting information exchange between them.

R. Hand Held Device (HHD): Manufacturer's microprocessor based device for direct connection to a Controller.

S. LAN Interface Device (LANID): Device or function used to facilitate communication and sharing of data throughout the BAS

T. Local Area Network (LAN): General term for a network segment within the architecture. Various types and functions of LANs are defined herein.

U. Local Supervisory LAN: Also known as the State's Network: Ethernet-based network connecting Primary Controlling LANs with each other and OWSs and CSSs. See System Architecture below.

V. Master-Slave/Token Passing (MS/TP): Data link protocol as defined by the BACnet standard.

W. Open Database Connectivity (ODBC): An open standard application-programming interface (API) for accessing a database developed. ODBC compliant systems make it possible to access any data from any application, regardless of which database management system (DBMS) is handling the data.

X. Operator Interface (OI): A device used by the operator to manage the BAS including OWSs, POTs, and HHDs.

Y. Operator Workstation (OWS): The user's interface with the BAS system. As the BAS network devices are stand-alone, dedicated OWS is not required for communications to occur. The OWS can be any computer on the State's Network that has a compatible Web browser.

Z. Point-to-Point (PTP): Serial communication as defined in the BACnet standard.

AA. Portable Operators Terminal (POT): Mobile computer used both for direct connection to a controller as well as network connection.

AB. Protocol Implementation Conformance Statement (PICS): A written document, created by the manufacturer of a device, which identifies the particular options specified by BACnet that are implemented in the device (ASHRAE/ANSI 135 (current version and addendum)).

AC. Router: A device that connects two or more networks at the network layer.

AD. Secondary Controlling LAN: LAN connecting AACs and ASCs, generally lower speed and less reliable than the Controlling LAN. Refer to System Architecture below.

AE. Server : A device that is a provider of services to a client. A client device makes requests of and receives responses from a server device.

AF. Standardized Query Language (SQL): A database computer language designed for managing data in relational database management system (RDBMS). Its scope includes data insert, query, update and delete, schema creation and modification, and data access control.

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AG. Smart Device: A control I/O device such as a sensor or actuator that can directly communicate with a controller through the network. This differs from an ASC in that it typically deals only with one variable.

AH. Extensible Markup Language (XML): A specification developed by the World Wide Web Consortium. XML is a pared-down version of SGML, designed especially for Web documents. It is a set of rules for encoding documents in machine-readable form that allows designers to create their own customized tags, enabling the definition, transmission, validation, and interpretation of data between applications and between organizations.

1.08 FUNCTIONAL INTENT

A. Throughout Sections 23 09 50 through 23 09 55, the Sequences of Operation, and Section 23 09 59 detailed requirements are specified, some of which indicate a means, method or configuration acceptable to meet that requirement. Contractor may submit products that utilize alternate means, methods, and configurations that meet the functional intent. However these will only be allowed with prior approval.

1.09 SUBMITTALS

A. Submit under provisions of Section 01 30 00 .

B. Electronic Submittals: While all requirements for hard copy submittal apply, control submittals and O&M information shall also be provided in electronic format as follows.
   1. Drawings and Diagrams: Shop drawings shall be provided on electronic media as an AutoCAD (current version) and/or Adobe Portable Document Format file. All 'X reference' and font files must be provided with AutoCAD files.
   2. Other Submittals: All other submittals shall be provided in Adobe Portable Document Format (PDF).

C. Qualifications: Manufacturer, Installer, and Key personnel qualifications as indicated for the appropriate item above.

D. Product Data: Submit manufacturer's technical product data for each control device, panel, and accessory furnished, indicating dimensions, capacities, performance and electrical characteristics, and material finishes. Also include installation and start-up instructions.

E. Shop Drawings: Submit shop drawings for each control system, including a complete drawing for each air handling unit, system, pump, device, etc. with all point descriptors, addresses and point names indicated. Each shop drawing shall contain the following information:
   1. System Architecture and System Layout:
      a. One-line diagram indicating schematic locations of all control units, workstations, LAN interface devices, gateways, etc. Indicate network number, device ID, , instance number, MAC address, drawing reference number, and controller type for each control unit. Indicate media, protocol, baud rate, and type of each LAN. Indicate media, protocol, baud rate, and type of each LAN. All optical isolators, repeaters, end-of-line resistors, junctions, ground locations etc. shall be located on the diagram.
      b. Provide electronic floor plans locating all control units, workstations, LAN interface devices, gateways, etc. Include all network communication wiring routing, power wiring, power originating sources, and low voltage power wiring. Indicate network number, device ID, instance number, MAC address, drawing reference number, and controller type for each control unit. Indicate media, protocol, baud rate, and type of each LAN. All optical isolators, repeaters, end-of-line resistors, junctions, ground locations etc. shall be located on the floor plans. Wiring routing as-built conditions shall be maintained accurately throughout the construction period and the drawing shall be updated to accurately reflect accurate, actual installed conditions.
   2. Schematic flow diagram of each air and water system showing fans, coils, dampers, valves, pumps, heat exchange equipment and control devices. Include verbal description of sequence of operation.
   3. All physical points on the schematic flow diagram shall be indicated with names, descriptors, and point addresses identified as listed in the point summary table.

NOT FOR BIDDING PURPOSES

4. With each schematic, provide a point summary table listing building number and abbreviation, system type, equipment type, full point name, point description, Ethernet backbone network number, network number, device ID, object ID (object type, instance number). See Section 23 09 55 - Part III for additional requirements.
5. Label each control device with setting or adjustable range of control.
6. Label each input and output with the appropriate range.
7. Provide a Bill of Materials with each schematic. Indicate device identification to match schematic and actual field labeling, quantity, actual product ordering number, manufacturer, description, size, voltage range, pressure range, temperature range, etc. as applicable.
8. With each schematic, provide valve and actuator information including size, Cv, design flow, design pressure drop, manufacturer, model number, close off rating, etc. Indicate normal positions of spring return valves and dampers.
9. Indicate all required electrical wiring. Electrical wiring diagrams shall include both ladder logic type diagram for motor starter, control, and safety circuits and detailed digital interface panel point termination diagrams with all wire numbers and terminal block numbers identified. Provide panel termination drawings on separate drawings. Ladder diagrams shall appear on system schematic. Clearly differentiate between portions of wiring, which are existing, factory-installed and portions to be field-installed.
10. Details of control panels, including controls, instruments, and labeling shown in plan or elevation indicating the installed locations.
11. Sheets shall be consecutively numbered.
12. Each sheet shall have a title indicating the type of information included and the HVAC system controlled.
13. Table of Contents listing sheet titles and sheet numbers.
14. Legend and list of abbreviations.
15. Memory allocation projections.
16. Submit along with shop drawings but under separate cover calculated and guaranteed system response times of the most heavily loaded LAN in the system.

F. Open Protocol Information
1. BACnet Systems:
   a. BACnet object description, object ID, and device ID, for each I/O point.
   b. Documentation for any non-standard BACnet objects, properties, or enumerations used detailing their structure, data types, and any associated lists of enumerated values.
   c. Submit PICS indicating the BACnet functionality and configuration of each controller.

G. Framed Control Drawings: Laminated control drawings including system control schematics, sequences of operation and panel termination drawings, shall be provided in panels for major pieces of equipment. Terminal unit drawings shall be located in the central plant equipment panel or mechanical room panel.

H. Control Logic Documentation
1. Submit control logic program listings (for graphical programming) and logic flow charts (for line type programs) to document the control software of all control units.
2. Control logic shall be annotated to describe how it accomplishes the sequence of operation. Annotations shall be sufficient to allow an operator to relate each program component (block or line) to corresponding portions of the specified Sequence of Operation.
3. Include written description of each control sequence.
4. Include control response, settings, setpoints, throttling ranges, gains, reset schedules, adjustable parameters and limits.
5. Sheets shall be consecutively numbered.
6. Each sheet shall have a title indicating the controller designations and the HVAC system controlled.
7. Include Table of Contents listing sheet titles and sheet numbers

NOT FOR BIDDING PURPOSES

8. Submit one complete set of programming and operating manuals for all digital controllers concurrently with control logic documentation. This set will count toward the required number of Operation and Maintenance materials specified below and in Section 01 30 00.

I. Operation and Maintenance Materials:
1. Submit documents under provisions of Section 01 03 00. One copy of the materials shall be delivered directly to the State facilities operation staff, in addition to the copies required by other Sections.
2. Submit maintenance instructions and spare parts lists for each type of control device, control unit, and accessory.
3. Submit BAS User's Guides (Operating Manuals) for each controller type .
4. Submit BAS advanced Programming Manuals for each controller type.
5. Include all submittals (product data, shop drawings, control logic documentation, hardware manuals, software manuals, installation guides or manuals, maintenance instructions and spare parts lists) in maintenance manual; in accordance with requirements of Division 1.

J. Controls contractor shall provide the State with all product line technical manuals and technical bulletins, to include new and upgraded products, by the same distribution channel as to dealers or branches. This service will be provided for 5 years as part of the contract price, and will be offered to the State thereafter for the same price as to a dealer or branch.

K. Manufacturers Certificates: For all listed and/or labeled products, provide certificate of conformance.

L. Product Warranty Certificates: submit manufacturers product warranty certificates covering the hardware provided.

1.10 PROJECT RECORD DOCUMENTS

A. Submit documents under provisions of Section 01 30 00.

B. Record copies of product data and control shop drawings updated to reflect the final installed condition.

C. Record copies of approved control logic programming and database on paper and on CD's. Accurately record actual setpoints and settings of controls, final sequence of operation, including changes to programs made after submission and approval of shop drawings and including changes to programs made during specified testing.

D. Record copies of approved project specific graphic software on CDs.

E. Record copies shall include individual floor plans with controller locations with all interconnecting wiring routing including space sensors, LAN wiring, power wiring, low voltage power wiring. Indicate device instance, MAC address and drawing reference number.

F. Provide record riser diagram showing the location of all controllers.

G. Maintain project record documents throughout the warranty period and submit final documents at the end of the warranty period

1.11 SYSTEM ARCHITECTURE

A. The system provided shall incorporate hardware resources sufficient to meet the functional requirements of these Specifications. The Contractor shall include all items not specifically itemized in these Specifications that are necessary to implement, maintain, and operate the system in compliance with the functional intent of these Specifications.

B. The system shall be configured as a distributed processing network(s) capable of expansion as specified below.

C. The system architecture shall consist of the Ethernet-based State Network, and Controlling LANs that support BCs, AACs, ASCs, Operator Workstations (OWS), Smart Devices (SD), and Remote Communication Devices (RCDs) as applicable. The following indicates a functional description of the BAS structure.
1. State Network: Internet-based network connecting multiple facilities with a central data and application server, accessible via standard web-browser. This is an existing

NOT FOR BIDDING PURPOSES

infrastructure and contractor is not required to configure any components of this network. Refer to Section 23 09 54 for requirements. This contractor shall integrate the controlling devices and the CCS together.

2. Local Supervisory LAN: The Local Supervisory LAN shall be an Ethernet-based, 100 Mbps LAN connecting Primary Control LANs and OWSs. The LAN serves as the inter-BC gateway and OWS-to-BC gateway and communications path. Contractor shall provide this as a dedicated LAN for the control system. LAN shall be IEEE 802.3 Ethernet over Fiber or Category 5 cable with switches and routers that support 100 Mbps throughput. Power-line carrier communication shall not be acceptable for communications. The physical media will be that installed for the IT infrastructure of the facility and as such network drops will be provided under that scope of work to facilitate work of this scope. This network will be 100 Mbps and therefore all network interface cards shall support that speed. The higher level layers of this network shall be BACnet as described below:
   a. BACnet Supervisory LAN: Shall be BACnet/IP as defined in the BACnet standard, and shall share a common network number for the Ethernet backbone, as defined in the BACnet standard. Point/Object naming conventions are specified in 23 09 55 - Part III.
3. Controlling LAN: High-speed, peer-to-peer communicating LAN used to connect AACs, ASCs and Building Controllers (BCs) and communicate exclusively control information. Acceptable technologies include:
   a. Ethernet (IEEE802.3)
   b. ARCNET (IEEE802.4)
   c. Communication to/from building controller (BC) and the control system server (CSS) shall utilize standard TCP/IP, BACnet/IP ports (80and/or 47808)
4. Secondary Controlling LAN : Network used to connect AACs, ASCs or SDs. These can be Master Slave/ Token Passing or polling, in addition to those allowed for Primary Controller LANs. Network speed vs. the number of controllers on the LAN shall be dictated by the response time and trending requirements.

D. Dynamic Data Access: Any data throughout any level of the network shall be available to and accessible by all other devices, Controllers and OWS, whether directly connected or connected remotely.

E. Remote Data Access: The system shall support the following methods of remote access to the building data.
   1. Browser-based access: A remote user using a standard browser shall be able to access all control system facilities and graphics with proper authentication. The State shall maintain continuous network connection. The following paradigms are acceptable for browser-based access:
      a. Native Internet-based user interface (HTML, Java, XML, etc.) via a standard freely distributed web browser that does not require a Windows client software installation.

F. The communication speed between the controllers, LAN interface devices, and operator interface devices shall be sufficient to ensure fast system response time under any loading condition. Contractor shall submit guaranteed response times with shop drawings including calculations to support the guarantee. In no case shall delay times between an event, request, or command initiation and its completion be greater than those listed herein. Contractor shall recommend reconfiguring the LAN as necessary to accomplish these performance requirements.:
   1. 5 seconds between a Level 1 (critical) alarm occurrence and enunciation at operator workstation.
   2. 10 seconds between a Level 2 alarm occurrence and enunciation at operator workstation.
   3. 20 seconds between and a Level 3-5 alarm occurrence and enunciation at operator workstation.
   4. 10 seconds between an operator command via the operator interface to change a setpoint and the subsequent change in the controller.
   5. 5 seconds between an operator command via the operator interface to start/stop a device and the subsequent command to be received at the controller.

NOT FOR BIDDING PURPOSES

6. 10 seconds between a change of value or state of an input and it being updated on the operator interface.
7. 10 seconds between an operator selection of a graphic and it completely painting the screen and updating at least 10 points.

G. Control Systems Server (CSS): A server class computer(s) that maintains the systems configuration and programming database. This server is located at the State of Delaware's data center in a virtual environment and serves as an access point to BAS. It shall hold the backup files of the information downloaded into the individual controllers and as such support uploading and downloading that information directly to/from the controllers. It shall also act as a control information server to non-control system based programs. It shall allow secure multiple-access to the control information. Refer to Section 23 09 52 - BAS Operator Interfaces for its requirements.

H. The Operator Interface shall provide for overall system supervision, graphical user interface, management report generation, alarm annunciation, and remote monitoring. Refer to Section 23 09 52 - BAS Operator Interfaces.

I. The BCs, AACs, ASCs, [and SDs] shall monitor, control, and provide the field interface for all points specified. Each BC, AAC, or ASC shall be capable of performing all specified energy management functions, and all DDC functions, independent of other BCs, AACs, or ASCs and operator interface devices as more fully specified in Section 23 09 53 - BAS Field Panels.

J. Systems Configuration Database: The system architecture shall support maintaining the systems configuration database on the CSS. User tools provided to the State shall allow configuring, updating, maintaining, etc. current configurations and settings whether they are initiated at the server or the end device.
   1. Database Schema shall be published and provided to the State to facilitate easy access to the data.
   2. Database shall be ODBC compliant.

K. Interruptions or fault at any point on any Primary Controller LAN shall not interrupt communications between other nodes on the network. If a LAN is severed, two separate networks shall be formed and communications within each network shall continue uninterrupted.

L. All line drivers, signal boosters, and signal conditioners etc. shall be provided as necessary for proper data communication.

M. Anytime any controller's database or program is changed in the field, the controller shall be capable of automatically uploading the new data to the CSS.

1.12 WARRANTY MAINTENANCE

A. Contractor shall warrant all products and labor for a period of (2) two years after Substantial Completion.

B. The State reserves the right to make changes to the BAS during the warranty period. Such changes do not constitute a waiver of warranty. The Contractor shall warrant parts and installation work regardless of any such changes made by the State, unless the Contractor provides clear and convincing evidence that a specific problem is the result of such changes to the BAS.

C. At no cost to the State, during the warranty period, the Contractor shall provide maintenance services for software and hardware components as specified below:
   1. Maintenance services shall be provided for all devices and hardware specified in sections 23 09 51 through 23 09 59 . Service all equipment per the manufacturer's recommendations. All devices shall be calibrated within the last month of the warranty period.
   2. Emergency Service: Any malfunction, failure, or defect in any hardware component or failure of any control programming that would result in property damage or loss of comfort control shall be corrected and repaired following notification by the State to the Contractor.
      a. Response by telephone to any request for service shall be provided within two (2) hours of the State's initial telephone request for service.

NOT FOR BIDDING PURPOSES

b. In the event that the malfunction, failure, or defect is not corrected through the telephonic communication, at least one (1) hardware and software technician, trained in the system to be serviced, shall be dispatched to the State's site within eight (8) hours of the State's initial telephone request for such services, as specified.

3. Normal Service: Any malfunction, failure, or defect in any hardware component or failure of any control programming that would not result in property damage or loss of comfort control shall be corrected and repaired following telephonic notification by the State to the Contractor.
   a. Response by telephone to any request for service shall be provided within eight (8) working hours (contractor specified 40 hr per week normal working period) of the State's initial telephone request for service.
   b. In the event that the malfunction, failure, or defect is not corrected through the telephonic communication, at least one (1) hardware and software technician, trained in the system to be serviced, shall be dispatched to the State's site within three (3) working days of the State's initial telephone request for such services, as specified.
4. Telephonic Request for Service: Contractor shall specify a maximum of three telephone numbers for The State to call in the event of a need for service. At least one of the lines shall be attended at any given time at all times. Alternatively, pagers can be used for technicians trained in system to be serviced. One of the three paged technicians shall respond to every call within 15 minutes.
5. Technical Support: Contractor shall provide technical support by telephone throughout the warranty period.
6. Preventive maintenance shall be provided throughout the warranty period in accordance with the hardware component manufacturer's requirements.

1.13 DELIVERY, STORAGE, AND HANDLING

A. Provide factory-shipping cartons for each piece of equipment and control device. Maintain cartons during shipping, storage and handling as required to prevent equipment damage, and to eliminate dirt and moisture from equipment. Store equipment and materials inside and protect from weather.

1.14 LISTING AND LABELING

A. The BAS and components shall be listed by Underwriters Laboratories (UL 916) as an Energy Management System.

PART 2 - PRODUCTS

2.01 MANUFACTURERS (PRE-APPROVED BY THE STATE)

A. Automated Logic by Radius Systems

B. BuildingLogix / Lynxspring / KMC Controls by Seiberlich Trane

C. Johnson Controls by Modern Controls

D. Substitutions: See Section 01 60 00 - Product Requirements

2.02 MATERIALS AND EQUIPMENT

A. Materials shall be new, the best of their respective kinds without imperfections or blemishes and shall not be damaged in any way. Used equipment shall not used in any way for the permanent installation except where drawings or specs specifically allow existing materials to remain in place.

2.03 UNIFORMITY

A. To the extent practical, all equipment of the same type serving the same function shall be identical and from the same manufacturer.

B. All new controllers installed on the control system network shall be furnished and installed by the BAS contractor.

NOT FOR BIDDING PURPOSES

PART 3 - EXECUTION

3.01 INSPECTION

A. Examine areas and conditions under which control systems are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.02 INSTALLATION OF CONTROL SYSTEMS

A. General: Install systems and materials in accordance with manufacturer's instructions, roughing-in drawings and details shown on drawings.

B. Network Connectivity: The BAS contractor shall provide two network connections with Cat-6 cables from the Building Controller to the State's IT network.
   1. The BAS contractor shall terminate one end of the two Cat-6 cables at or around the State's patch panel and make connections to the State's switch with green patch cables, following the instruction of the DFM's IT personnel.
   2. The BAS contractor shall terminate the other end of the two Cat-6 cables near or within the building controller cabinet with dual RJ-45 terminal box and make connection of one cable to the building controller. Note: the second connection is for on-site operator interface through a mobile computer. Exposed cable shall be protected by conduit or wire mold.
   3. The BAS contractor shall label the two network connections BAC-1 and BAC-2 on both ends.

C. Refer to additional requirements in other sections of this specification.

3.03 SURGE PROTECTION

A. The Contractor shall furnish and install any power supply surge protection, filters, etc. as necessary for proper operation and protection of all BCs, AAC/ASCS operator interfaces, printers, routers, gateways and other hardware and interface devices. All equipment shall be capable of handling voltage variations 10% above or below measured nominal value, with no effect on hardware, software, communications, and data storage.

3.04 DEMOLITION AND REUSE OF EXISTING MATERIALS AND EQUIPMENT

A. Contractor shall assume that existing equipment that specifically is indicated to be reused is in good condition and is operable. Contractor, during the course of work, shall inspect these devices and determine if any devices are in need of replacement or repair. Contractor shall prepare an itemized list of suggested repairs/replacement. This repair/replacement will be at the discretion of the State and will be accomplished by expanding this contract.

B. Existing wire, conduit, and control panel cabinets may be reused at the State Project Engineer's discretion, but only if such materials or equipment comply with the applicable specification for new materials and equipment. Such materials shall not be reused if visibly damaged or otherwise unsuitable for the intended service.

C. Where such materials are reused, the contractor's shop drawings shall reflect the existing wiring designation. If existing labeling is illegible or otherwise does not comply with the applicable specification for labeling, wiring runs shall be relabeled in accordance with the requirements specified elsewhere.

D. Existing pneumatic tubing located between the existing BAS panels and the pneumatic operators shall not be reused; however, conduit for such tubing may be reused. All other pneumatic tubing may be reused, but only if such materials comply with the applicable specification for new materials. Materials shall not be reused if visibly damaged or otherwise unsuitable for the intended service. All pneumatic tubing to be reused shall be pressure tested and all leaks shall be repaired. All reused pneumatic tubing shall be purged with dry air or nitrogen.

E. The existing pneumatic main air supply system shall be modified as required and reused to serve existing pneumatic controls that are to remain, and shall be extended as necessary to serve new pneumatic controls. Where existing pneumatic controls are removed, main air piping shall be removed back to the point of connection to the main air supply which remains in use, and shall be capped or plugged.

NOT FOR BIDDING PURPOSES

F. Existing valves and dampers and their operators may be reused only when preapproved by the State. Contractor shall lubricate all damper linkages of dampers being controlled under this project.

G. Other materials and equipment not specifically mentioned herein may be reused only if specifically allowed by indications on the drawings.

H. For HVAC systems which are indicated to receive a new BAS, all existing materials and equipment associated with the existing pneumatic controls and EMCS shall be removed unless otherwise specified or indicated to remain, or unless reused in accordance with the above requirements, except for the following: 1) conduit and electrical boxes (but not wiring within conduit) may remain in place if not reused (leave a pull line); 2) inaccessible pneumatic tubing may remain in place if not reused. Existing materials and equipment to be removed shall be removed subject to the requirements in paragraph “Sequence of Work”. For HVAC systems, which are not to receive a new DDC BAS, the existing pneumatic control system shall remain fully functional.

3.05 CONTROL POWER SOURCE AND SUPPLY

A. Section 23 09 50 Contractor shall extend all power source wiring required for operation of all equipment and devices provided under Sections 23 09 50 through 23 09 55 and Sequences of Operation.

B. General requirements for obtaining power include the following:
   1. Obtain power from a source that feeds the equipment being controlled such that both the control component and the equipment are powered from the same panel. Where equipment is powered from a 460V source, obtain power from the electrically most proximate 120v source fed from a common origin.
   2. Where control equipment is located inside a new equipment enclosure, coordinate with the equipment manufacturer and feed the control with the same source as the equipment. If the equipment's control transformer is large enough and of the correct voltage to supply the controls it may be used. If the equipment's control transformer is not large enough or of the correct voltage to supply the controls provide separate transformer
   3. Where a controller controls multiple systems on varying levels of power reliability (normal, emergency, and/or interruptible), the controller shall be powered by the highest level of reliability served. Furthermore, the controller in that condition shall monitor each power type served to determine so logic can assess whether a failure is due to a power loss and respond appropriately. A three-phase monitor into a digital input shall suffice as power monitoring.
   4. Standalone Functionality: Refer to Section 23 09 53.

3.06 BAS STARTUP, COMMISSIONING AND TRAINNING

A. Refer to Section 23 09 59

3.07 SEQUENCE OF OPERATION

A. Refer to Section 23 09 58 - Sequences of Operation

END OF SECTION

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SECTION 23 09 51

BAS BASIC MATERIALS, INTERFACE DEVICES, AND SENSORS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Wiring

B. Control Panels

C. Sensors

D. Electric Control Components (Switches, EP Valves, Thermostats, Relays, Smoke Detectors, etc.)

E. Transducers

F. Current Switches

G. Nameplates

H. Testing Equipment

1.02 RELATED DOCUMENTS

A. Section 23 09 50 - Building Automation System (BAS) General

B. Section 23 09 53 - BAS Field Panels

C. Section 23 09 54 - BAS Communications Devices

D. Section 23 09 55 - BAS Software

E. Section 23 09 58 - Sequences of Operation

F. Section 23 09 59 - BAS Commissioning

1.03 DESCRIPTION OF WORK

A. Refer to Section 23 09 50 for general requirements.

B. Refer to other Division 23 sections for installation of instrument wells, valve bodies, and dampers in mechanical systems; not work of this section.

C. Provide the following electrical work of this section, complying with requirements of Division 26 sections:

1. Control wiring between field-installed controls, indicating devices, and unit control panels.
2. Interlock wiring between electrically interlocked devices, sensors, and between a hand or auto position of motor starters as indicated for all mechanical and controls.
3. Wiring associated with indicating and alarm panels (remote alarm panels) and connections to their associated field devices.
4. All other necessary wiring for fully complete and functional control system as specified.

1.04 WORK BY OTHERS

A. Control Valves furnished under this section shall be installed under the applicable piping section under the direction of Section 23 09 51 Contractor who will be fully responsible for the proper operation of the valve.

B. Control Dampers furnished under this section shall be installed under the applicable air distribution or air handling equipment section under the direction of Section 23 09 51 Contractor who will be fully responsible for the proper operation of the damper

C. Water Pressure Taps, Thermal Wells, Flow Switches, Flow Meters, etc. that will have wet surfaces, shall be installed under the applicable piping Section under the direction of Section 23 09 51 Contractor who will be fully responsible for the proper installation and application.

D. Controlled Equipment Power Wiring shall be furnished and installed under Division 26. Where control involves 120V control devices controlling 120V equipment, Division 26 Contractor shall extend power wiring to the equipment. Section 23 09 51 Contractor shall extend it from the equipment to the control device.

NOT FOR BIDDING PURPOSES

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. General: Provide electronic control products in sizes and capacities indicated, consisting of valves, dampers, thermostats, clocks, controllers, sensors, and other components as required for complete installation and reviewed and approved by the State. Except as otherwise indicated, provide manufacturer's standard materials and components as published in their product information; designed and constructed as recommended by manufacturer, and as required for application indicated.

B. Communication Wiring: All wiring shall be in accordance with National Electrical Codes and Division 26 of this specification.
   1. Contractor shall supply all communication wiring between Building Controllers, Routers, Gateways, AAC's, ASC's and local and remote peripherals (e.g., operator workstations, printers, and modems).
   2. Local Supervisory LAN: For any portions of this network required under this section of the specification, contractor shall use Fiber or Category 6 of standard TIA/EIA (100/1000BaseT). Network shall be run with no splices and separate from any wiring over thirty (30) volts.
   3. Primary and Secondary roller LANs: Communication wiring shall be individually 100% shielded pairs per manufacturers recommendations for distances installed, with overall PVC cover, Class 2, plenum-rated run with no splices and separate from any wiring over thirty (30) volts. Shield shall be terminated and wiring shall be grounded as recommended by BC manufacturer.

C. Signal Wiring: Contractor shall run all signal wiring in accordance with National Electric Codes and Division 26 of this Specification.
   1. Signal wiring to all field devices, including, but not limited to, all sensors, transducers, transmitters, switches, etc. shall be twisted, 100% shielded pair, minimum 18-gauge wire, with PVC cover. Signal wiring shall be run with no splices and separate from any wiring above thirty (30) volts.
   2. Signal wiring shield shall be grounded at controller end only unless otherwise recommended by the controller manufacturer.

D. Low Voltage Analog Output Wiring: Contractor shall run all low voltage control wiring in accordance with National Electric Codes and Division 16 of this Specification.
   1. Low voltage control wiring shall be minimum 16-gauge, twisted pair, 100% shielded, with PVC cover, Class 2 plenum-rated. Low voltage control wiring shall be run with no splices separate from any wiring above thirty (30) volts.

E. Control Panels: Provide control panels with suitable brackets for wall mounting for each control system. Locate panel adjacent to systems served.
   1. Fabricate panels of 16-gage furniture-grade steel, or 6063-T5 extruded aluminum alloy, totally enclosed on four sides, with hinged door and keyed lock, with manufacturer's standard shop- painted finish and color.
   2. Provide UL-listed cabinets for use with line voltage devices.
   3. Control panel shall be completely factory wired and piped, and all electrical connections made to a terminal strip. Control panel shall have standard manufacturer's color.
   4. All gauges and control components shall be identified by means of nameplates.
   5. All control tubing and wiring shall be run neatly and orderly in open slot wiring duct with cover.
   6. Complete wiring and tubing termination drawings shall be mounted in or adjacent to panel.

2.02 ACTUATORS

A. General: Size actuators and linkages to operate their appropriate dampers or valves with sufficient reserve torque or force to provide smooth modulating action or 2-position action as specified. Select spring-return actuators with manual override to provide positive shut-off of devices as they are applied.

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B. Damper Actuators
   1. Ambient Operating Temperature Limits: -10 to 150°F (-12.2 to 66 °C)
   2. Two Position Electric Actuators: Line voltage with spring return
   3. Electronic Actuators: Provide actuators with spring return for two-position (24v), 0-5 Vdc, 0-10 Vdc, 2-10Vdc, 4-20 mA, or PWM input (subject to restrictions) as required. Actuators shall travel full stroke in less than [90] seconds. Actuators shall be designed for a minimum of 60,000 full cycles at full torque and be UL 873 listed. Provide stroke indicator. Actuators shall have positive positioning circuit. Where two actuators are required in parallel or in sequence provide an auxiliary actuator driver. Actuators shall have current limiting motor protection. Actuators shall have manual override where indicated. Modulating actuators for valves shall have minimum rangeability of 40 to 1.
      a. Close-Off Pressure: Provide the minimum torque required, and spring return for fail positioning (unless otherwise specifically indicated) sized for required close-off pressure. Required close-off pressure for two-way water valve applications shall be the shutoff head of associated pump. Required close-off rating of steam valve applications shall be design inlet steam pressure plus 50 percent for low pressure steam, and 10 percent for high pressure steam. Required close-off rating of air damper applications shall be shutoff pressure of associated fan, plus 10 percent.
      b. Acceptable Manufacturers: Subject to compliance with requirements approved manufacturers are as follows:
         1) Belimo
         2) Johnson Controls
         3) Delta
         4) Invensys
         5) Substitutions: See Section 01 60 00 - Product Requirements

2.03 GENERAL FIELD DEVICES

A. Provide field devices for input and output of digital (binary) and analog signals into controllers (BCs, AACs, ASCs). Provide signal conditioning for all field devices as recommended by field device manufacturers, and as required for proper operation in the system.

B. It shall be the Contractor's responsibility to assure that all field devices are compatible with controller hardware and software.

C. Field devices specified herein are generally 'two-wire' type transmitters, with power for the device to be supplied from the respective controller. If the controller provided is not equipped to provide this power, or is not designed to work with 'two-wire' type transmitters, or if field device is to serve as input to more than one controller, or where the length of wire to the controller will unacceptably affect the accuracy, the Contractor shall provide 'four-wire' type equal transmitter and necessary regulated DC power supply or 120 VAC power supply, as required.

D. For field devices specified hereinafter that require signal conditioners, signal boosters, signal repeaters, or other devices for proper interface to controllers, Contractor shall furnish and install proper device, including 120V power as required. Such devices shall have accuracy equal to, or better than, the accuracy listed for respective field devices.

E. Accuracy: As stated in this Section, accuracy shall include combined effects of nonlinearity, nonrepeatability and hysteresis.

2.04 TEMPERATURE SENSORS (TS)

A. Sensor range: When matched with A/D converter of BC, AAC/ASC, or SD, sensor range shall provide a resolution of no worse than 0.3°F (0.16 °C) (unless noted otherwise). Where thermistors are used, the stability shall be better than 0.25°F over 5 years.

B. Matched Sensors: The following applications shall require matched sensors:
   1. Building Loop Connections: Provide matched loop and building supply sensors where control sequence requires controlling to a temperature rise (differential).

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2. Hydronic Temperature Difference Calculations: Provide matched supply and return temperature sensors where the pair is used for calculating temperature difference for use in load calculations or sequencing such as across chillers and plants.
3. Air Handling Unit Sequencing: Provide matched pair for the cooling and heating coil leaving sensors where the sequence includes calculating an offset from the supply air setpoint to maintain a leaving heating coil temperature.

C. Room Temperature Sensor: Shall be an element contained within a ventilated cover, suitable for wall mounting. Provide insulated base. Following sensing elements are acceptable:
1. Sensing element shall be platinum RTD, thermistor, or integrated circuit, +/- 0.4°F accuracy at calibration point.
2. Provide setpoint adjustment where indicated. The setpoint adjustment shall be a warmer/cooler indication that shall be scalable via the BAS.
3. Provide an occupancy override button on the room sensor enclosure where indicated. This shall be a momentary contact closure
4. Provide current temperature indication via an LCD or LED readout where indicated.

D. Single-Point Duct Temperature Sensor: Shall consist of sensing element, junction box for wiring connections and gasket to prevent air leakage or vibration noise. Temperature range as required for resolution indicated in paragraph A. Sensor probe shall be 304 stainless steel.
1. Sensing element shall be platinum RTD, thermistor, or integrated circuit, +/- 0.2°F accuracy at calibration point

E. Averaging Duct Temperature Sensor: Shall consist of an averaging element, junction box for wiring connections and gasket to prevent air leakage. Provide sensor lengths and quantities to result in one lineal foot of sensing element for each three square feet of cooling coil/duct face area. Temperature range as required for resolution indicated in paragraph A.
1. Sensing element shall be platinum RTD, or thermistor, +/- 0.2°F accuracy at calibration point.

F. Liquid immersion temperature sensor shall include [brass] thermowell, sensor and connection head for wiring connections. Temperature range shall be as required for resolution of 0.15°F.
1. Sensing element (chilled water/glycol systems) shall be platinum RTD +/- 0.2°F accuracy at calibration point. Temperature range shall be as required for resolution of 0.15°F.
2. Sensing element (other systems) shall be platinum RTD, thermistor, or integrated circuit, +/- 0.4°F accuracy at calibration point. Temperature range shall be as required for resolution of 0.3°F.

G. Pipe Surface-Mount Temperature Sensor: Shall include metal junction box and clamps and shall be suitable for sensing pipe surface temperature and installation under insulation. Provide thermally conductive paste at pipe contact point. Temperature range shall be as require for resolution indicated in paragraph A.
1. Sensing element shall be platinum RTD, thermistor, or integrated circuit, +/- 0.4°F accuracy at calibration point.

H. Outside air sensors shall consist of a sensor, sun shield, utility box, and watertight gasket to prevent water seepage. Temperature range shall be as require for resolution indicated in Paragraph A
1. Sensing element shall be platinum RTD, thermistor, or integrated circuit, +/- 0.4°F accuracy at calibration point.

2.05 TEMPERATURE TRANSMITTERS

A. Where required by Controller, or where wiring runs are over 50 feet, sensors as specified above may be matched with transmitters outputting 4-20 mA linearly across the specified temperature range. Transmitters shall have zero and span adjustments, an accuracy of 0.1°F when applied to the sensor range.

2.06 CURRENT SWITCHES (CS)

A. Clamp-On or Solid-Core Design Current Operated Switch (for Constant Speed Motor Status Indication)

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1. Range: 1.5 to 150 amps.
2. Trip Point: Adjustable.
3. Switch: Solid state, normally open, 1 to 135 Vac or Vdc, 0.3 Amps. Zero off state leakage.
4. Lower Frequency Limit: 6 Hz.
5. Trip Indication: LED
6. Approvals: UL, CSA
7. Max. Cable Size: 350 MCM
8. Acceptable Manufacturers: Veris Industries H-708/908; Inc., RE Technologies SCS1150A-LED. Substitutions shall be allowed per Division 1.

B. Clamp-on or Solid-Core Wire Through Current Switch (CS/CR) (for Constant Speed Motors): Same as CS with 24v command relay rated at 5A @ 240 Vac resistive, 3A @ 240 Vac inductive, load control contact power shall be induced from monitored conductor (minimum conductor current required to energize relay 5A, max. rating of 135A). Acceptable Manufacturers shall be Veris Industries, Inc., Model # H938/735; or RE Technologies RCS 1150. Substitutions shall be allowed per Division 1.
   1. Where used for single-phase devices, provide the CS/CR in a self-contained unit in a housing similar with override switch to Kele RIBX. Substitutions shall be allowed per Division 1.

C. Clamp-On Design Current Operated Switch for Variable Speed Motor Status Indication
   1. Range: 1.5 to 135 Amps.
   2. Trip Point: Self-calibrating based on VA memory associated with frequency to detect loss of belt with subsequent increase of control output to 60 Hz.
   3. Switch: Solid state, normally open, 1 to 135 Vac or Vdc, 0.3 Amps. Zero off state leakage.
   4. Frequency Range: 5-75 Hz
   5. Trip Indication: LED
   6. Approvals: UL, CSA
   7. Max. Cable Size: 350 MCM
   8. Acceptable Manufacturers: Veris Industries, Inc. H-904. Substitutions shall be allowed per Division 1.

D. Clamp-On Wire Through Current Switch (CS/CR) (for Variable Speed Motors): Same as CS with 24v command relay rated at 5A @ 240 Vac resistive, 3A @ 240 Vac inductive, load control contact power shall be induced from monitored conductor (minimum conductor current required to energize relay 5A, max. rating of 135A). Acceptable manufacturer shall be Veris Industries, Inc., Model # H934. Substitutions shall be allowed per Division 1.

E. Variable Speed Status: Where current switches are used to sense the status for variable speed devices, the CT shall include on-board VA/Hz memory to allow distinction between a belt break and subsequent ramp up to 60 Hz, versus operation at low speed. The belt break scenario shall be indicated as a loss of status and the operation at low speed shall indicate normal status.

2.07 CURRENT TRANSFORMERS (CT)

A. Clamp-On Design Current Transformer (for Motor Current Sensing)
   1. Range: 1-10 amps minimum, 20-200 amps maximum
   2. Trip Point: Adjustable
   3. Output: 0-5 VDC.
   4. Accuracy: ±0.2% from 20 to 100 Hz.
   5. Acceptable Manufacturers: KELE SA100. Substitutions shall be allowed per Division 1.

2.08 OUTDOOR AIR STATIC PRESSURE SENSING TIP

A. Pressure sensor: Pressure sensing tip shall be designed to minimize the effects of wind and resulting velocity pressure up to 80 mph. Acceptable manufacturers shall be Dwyer A-306. Substitutions shall be allowed per Division 1.

B. Low Air Pressure Surge Dampener: 30-second time constant. Acceptable manufacturer shall be Modus SD030. Substitutions shall be allowed per Division 1.

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2.09 CONTINUOUS LEVEL TRANSMITTERS

A. Capacitance Type
   1. Provide a loop powered, continuous capacitance type level transmitter with adjustable span and zero.
   2. Output: 4-20 mA.
   3. Probe: Fluoropolymer coated stainless steel rod or cable. Provide cable probe with end attachment hardware or weight.
   4. Electrical Enclosure: NEMA-4, -7.
   5. Approvals: UL or CSA.
   6. Accuracy: ±1% of calibrated span.
   7. Process Connection: MPT or ANSI Flange as required.
   8. Acceptable Manufacturers: Drexelbrook, Endress & Hauser. Substitutions shall be allowed per Division 1.

B. Hydrostatic Pressure
   1. Two wire smart d/p cell type transmitter
   2. 4-20 mA or 1 to 5 volt user selectable linear or square root output
   3. Adjustable span and zero
   4. Stainless steel wetted parts
   5. Environmental limits: -40 to 250 °F (-40 to 121°C), 0 to 100% RH
   6. Accuracy: less than 0.1 percent of span
   7. Output Damping: time constant user selectable from 0 to 36 seconds
   8. Vibration Effect: Less than ±0.1% of upper range limit from 15 to 2000 Hz in any axis relative to pipe mounted process conditions.
   9. Electrical Enclosure: NEMA 4, 4X, 7, 9
   10. Approvals: FM, CSA
   11. Acceptable Manufacturers: Rosemount Inc. 3051 Series, Foxboro, and Johnson-Yokagawa. Substitutions shall be allowed per Division 1.

2.10 VENTURI FLOW METER FOR WATER SERVICE

A. Flow Sensing Element: Differential-pressure Venturi-type designed for installation in piping.

B. Construction: Bronze or cadmium plated steel with brass quick connect fittings and attached tag with flow conversion data and rated flow. Ends shall be threaded for 2” and smaller and flanged or welded for larger than 2”.

C. Differential transmitter shall be dual range industrial grade as specified above.

D. Connect differential pressure to venturi and repipe quick connect fittings for measurement. Provide ball valves to isolate quick connects and differential pressure transmitter.

E. Apply Venturi-type flow meters where minimum flow range is no less than 40% of maximum flow.

2.11 ELECTRIC CONTROL COMPONENTS

A. Limit Switches (LS): Limit switches shall be UL listed, SPDT or DPDT type, with adjustable trim arm. Limit switches shall be as manufactured by Square D, Allen Bradley. Substitutions shall be allowed per Division 1.

B. Electric Solenoid-Operated Pneumatic Valves (EP): EP valves shall be rated for a minimum of 1.5 times their maximum operating static and differential pressure.. Valves shall be ported 2-way, 3-way, or 4-way and shall be normally closed or open as required by the application. EPs shall be sized for minimum pressure drop, and shall be UL and CSA listed. Furnish and install gauges on all inputs of EPs. Furnish an adjustable air pressure regulator on input side of solenoid valves serving actuators operating at greater than 30 psig.
   1. Coil Enclosure: Indoors shall be NEMA-1, Outdoors and NEMA-3, 4, 7, 9.
   2. Fluid Temperature Rating: Valves for compressed air and cold water service shall have 150 °F (66 °C) minimum rating. Valves for hot water or steam service shall have fluid temperature rating higher than the maximum expected fluid temperature.

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3. Acceptable Manufacturers: EP valves shall be as manufactured by ASCO or Parker. Substitutions shall be allowed per Division 1.
4. Coil Rating: EP valves shall have appropriate voltage coil rated for the application (i.e., 24 VAC, 120 VAC, 24 VDC, etc.).

C. Low Temperature Detector ('Freezestat') (FZ): Low temperature detector shall consist of a 'cold spot' element which responds only to the lowest temperature along any one foot of entire element, minimum bulb size of 1/8" x 20' (3.2mm x 6.1m), junction box for wiring connections and gasket to prevent air leakage or vibration noise, DPST (4 wire, 2 circuit) with manual reset. Temperature range 15 to 55°F (-9.4 to 12.8°C), factory set at 38°F.

D. High Temperature Detectors ('Firestat') (FS): High temperature detector shall consist of 3-pole contacts, a single point sensor, junction box for wiring connections and gasket to prevent air leakage of vibration noise, triple-pole, with manual reset. Temperature range 25 to 215°F (-4 to 102°C).

E. Surface-Mounted Thermostat: Surface-mounted thermostat shall consist of SPDT contacts, operating temperature range of 50 to 150° F (10 to 65°C) , and a minimum 10°F fixed setpoint differential.

F. Low Voltage Wall Thermostat: Wall-mounted thermostat shall consist of SPDT sealed mercury contacts, operating temperature range of 50 to 90°F (10 to 32°C), switch rating of 24 Vac (30 Vac max.), and both manual and automatic fan operation in both the heat and cool modes.

G. Control Relays: All control relays shall be UL listed, with contacts rated for the application, and mounted in minimum NEMA-1 enclosure for indoor locations, NEMA-4 for outdoor locations.
   1. Control relays for use on electrical systems of 120 volts or less shall have, as a minimum, the following:
      a. AC coil pull-in voltage range of +10%, -15% or nominal voltage.
      b. Coil sealed volt-amperes (VA) not greater than four (4) VA.
      c. Silver cadmium Form C (SPDT) contacts in a dustproof enclosure, with 8 or 11 pin type plug.
      d. Pilot light indication of power-to-coil and coil retainer clips.
      e. Coil rated for 50 and 60 Hz service.
      f. Acceptable Manufacturers: Relays shall be Potter Brumfield, Model KRPA. Substitutions shall be allowed per Division 1.
      g. Relays used for across-the-line control (start/stop) of 120V motors, 1/4 HP, and 1/3 HP, shall be rated to break minimum 10 Amps inductive load. Relays shall be IDEC. Substitutions shall be allowed per Division 1.
      h. Relays used for stop/start control shall have low voltage coils (30 VAC or less), and shall be provided with transient and surge suppression devices at the controller interface.

H. General Purpose Power Contactors: NEMA ICS 2, AC general-purpose magnetic contactor. ANSI/NEMA ICS 6, NEMA type 1enclosure. Manufacturer shall be Square 'D', Cutler-Hammer or Westinghouse.

I. Control Transformers: Furnish and install control transformers as required. Control transformers shall be machine tool type, and shall be US and CSA listed. Primary and secondary sides shall be fused in accordance with the NEC. Transformer shall be proper size for application, and mounted in minimum NEMA-1 enclosure.
   1. Transformers shall be manufactured by Westinghouse, Square 'D', or Jefferson. Substitutions shall be allowed per Division 1.

J. Time Delay Relays (TDR): TDRs shall be capable of on or off delayed functions, with adjustable timing periods, and cycle timing light. Contacts shall be rated for the application with a minimum of two (2) sets of Form C contacts, enclosed in a dustproof enclosure.
   1. TDRs shall have silver cadmium contacts with a minimum life span rating of one million operations. TDRs shall have solid state, plug-in type coils with transient suppression devices.

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2. TDRs shall be UL and CSA listed, Crouzet type. Substitutions shall be allowed per Division 1.

K. Electric Push Button Switch: Switch shall be momentary contact, oil tight, push button, with number of N.O. and/or N.C. contacts as required. Contacts shall be snap-action type, and rated for minimum 120 Vac operation. Switch shall be 800T type, as manufactured by Allen Bradley. Substitutions shall be allowed per Division 1.

L. Pilot Light: Panel-mounted pilot light shall be NEMA ICS 2 oil tight, transformer type, with screw terminals, push-to-test unit, LED type, rated for 120 VAC. Unit shall be 800T type, as manufactured by Allen-Bradley. Substitutions shall be allowed per Division 1.

M. Alarm Horn: Panel-mounted audible alarm horn shall be continuous tone, 120 Vac Sonalert solid-state electronic signal, as manufactured by Mallory. Substitutions shall be allowed per Division 1.

N. Electric Selector Switch (SS): Switch shall be maintained contact, NEMA ICS 2, oil-tight selector switch with contact arrangement, as required. Contacts shall be rated for minimum 120 Vac operation. Switch shall be 800T type, as manufactured by Allen-Bradley. Substitutions shall be allowed per Division 1.

2.12 NAMEPLATES

A. Provide engraved phenolic or micarta nameplates for all equipment, components, and field devices furnished. Nameplates shall be 1/8 thick, black, with white center core, and shall be minimum 1" x 3", with minimum 1/4" high block lettering. Nameplates for devices smaller than 1" x 3" shall be attached to adjacent surface.

B. Each nameplate shall identify the function for each device.

2.13 TESTING EQUIPMENT

A. Contractor shall test and calibrate all signaling circuits of all field devices to ascertain that required digital and accurate analog signals are transmitted, received, and displayed at system operator terminals, and make all repairs and recalibrations required to complete test. Contractor shall be responsible for test equipment required to perform these tests and calibrations. Test equipment used for testing and calibration of field devices shall be at least twice as accurate as respective field device (e.g., if field device is +/-0.5% accurate, test equipment shall be +/-0.25% accurate over same range).

PART 3 - EXECUTION

3.01 INSPECTION

A. Examine areas and conditions under which control systems are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.02 INSTALLATION OF CONTROL SYSTEMS

A. General: Install systems and materials in accordance with manufacturer's instructions, roughing-in drawings and details shown on drawings. Install electrical components and use electrical products complying with requirements of National Electric Code and all local codes.

B. Control Wiring: The term "control wiring" is defined to include providing of wire, conduit and miscellaneous materials as required for mounting and connection of electric control devices.

1. Wiring System: Install complete wiring system for electric control systems. Conceal wiring except in mechanical rooms and areas where other conduit and piping are exposed. Installation of wiring shall generally follow building lines. Install in accordance with National Electrical Code and Division 16 of this Specification. Fasten flexible conductors bridging cabinets and doors, neatly along hinge side, and protect against abrasion. Tie and support conductors neatly.
2. Control Wiring Conductors: Install control wiring conductors, without splices between terminal points, color-coded. Install in neat workmanlike manner, securely fastened. Install in accordance with National Electrical Code and Division 16 of this Specification.

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3. Communication wiring, signal wiring and low voltage control wiring shall be installed separate from any wiring over thirty (30) volts. Signal wiring shield shall be grounded at controller end only, unless otherwise recommended by the controller manufacturer.
4. All WAN and LAN Communication wiring shield shall be terminated as recommended by controller manufacturer. All WAN and LAN Communication wiring shall be labeled with a network number, device ID at each termination and shall correspond with the WAN and LAN system architecture and floor plan submittals.
5. Install all control wiring external to panels in electric metallic tubing or raceway. However, communication wiring, signal wiring and low voltage control wiring may be run without conduit in concealed, accessible locations if noise immunity is ensured. Contractor will be fully responsible for noise immunity and rewire in conduit if electrical or RF noise affects performance. Accessible locations are defined as areas inside mechanical equipment enclosures, such as heating and cooling units, instrument panels etc.; in accessible pipe chases with easy access, or suspended ceilings with easy access. Installation of wiring shall generally follow building lines. Run in a neat and orderly fashion, bundled where applicable, and completely suspended (strapped to rigid elements or routed through wiring rings) away from areas of normal access. Tie and support conductors neatly with suitable nylon ties. Conductors shall not be supported by the ceiling system or ceiling support system. Conductors shall be pulled tight and be installed as high as practically possible in ceiling cavities. Wiring shall not be laid on the ceiling or duct. Conductors shall not be installed between the top cord of a joist or beam and the bottom of roof decking. Contractor shall be fully responsible for noise immunity and rewire in conduit if electrical or RF noise affects performance.
6. Number-code or color-code conductors appropriately for future identification and servicing of control system. Code shall be as indicated on approved installation drawings.

C. Control Valves: Install so that actuators, wiring, and tubing connections are accessible for maintenance. Where possible, install with valve stem axis vertical, with operator side up. Where vertical stem position is not possible, or would result in poor access, valves may be installed with stem horizontal. Do not install valves with stem below horizontal, or down.

D. Freezestats: Install freezestats in a serpentine fashion where shown on drawing. Provide one foot of element for each square foot of coil face area. Where coil face area exceeds required length of element, provide multiple devices, wired in parallel for normally open close on trip application, wired in series for normally closed, open on trip application. Adequately support with coil clips.

E. Fluid Flow Sensors: Install per manufacturer's recommendations in an unobstructed straight length of pipe.

F. Flow Switches: Where possible, install in a straight run of pipe at least 15 diameters in length to minimize false indications.

G. Current Switches for Motor Status Monitoring: Adjust so that setpoint is below minimum operating current and above motor no load current.

H. Cutting and Patching Insulation: Repair insulation to maintain integrity of insulation and vapor barrier jacket. Use hydraulic insulating cement to fill voids and finish with material matching or compatible with adjacent jacket material.

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SECTION 23 09 53
BAS FIELD PANELS

PART 1 - GENERAL

1.01 SECTION INCLUDES:

A. Building Controller (BC)

B. Advance Application Specific Controller (AAC)

C. Application Specific Controller (ASC)

1.02 RELATED DOCUMENTS:

A. Section 23 09 50 - Building Automation System (BAS) General - Refer to this section for definitions of terminology

B. Section 23 09 51 - BAS Basic Materials, Interface Devices, and Sensors

C. Section 23 09 54 - BAS Communications Devices

D. Section 23 09 55 - BAS Software

E. Section 23 09 58 - Sequence of Operation

F. Section 23 09 59 - BAS Commissioning

1.03 DESCRIPTION OF WORK:

A. Furnish and install DDC Control units and/or Smart Devices required to support specified building automation system functions.

B. Refer to Section 23 09 50 for general requirements.

PART 2 - PRODUCTS

2.01 STAND-ALONE FUNCTIONALITY

A. General: These requirements clarify the requirement for stand-alone functionality relative to packaging I/O devices with a controller. Stand-alone functionality is specified with the controller and for each Application Category specified in Part 3. This item refers to acceptable paradigms for associating the points with the processor.

B. Functional Boundary: Provide controllers so that all points associated with and common to one unit or other complete system/equipment shall reside within a single control unit. The boundaries of a standalone system shall be as dictated in the contract documents. Generally systems specified for the Application Category will dictate the boundary of the standalone control functionality. See related restrictions below. When referring to the controller as pertains to the standalone functionality, reference is specifically made to the processor. One processor shall execute all the related I/O control logic via one operating system that uses a common programming and configuration tool.

C. The following configurations are considered acceptable with reference to a controller's standalone functionality:

1. Points packaged as integral to the controller such that the point configuration is listed as an essential piece of information for ordering the controller (having a unique ordering number).
2. Controllers with processors and modular back planes that allow plug in point modules as an integral part of the controller.
3. I/O point expander boards, plugged directly into the main controller board to expand the point capacity of the controller.
4. I/O point expansion devices connected to the main controller board via wiring and as such may be remote from the controller and that communicate via a sub LAN protocol. These arrangements to be considered standalone shall have a sub LAN that is dedicated to that controller and include no other controller devices (AACs or ASCs). All wiring to interconnect the I/O expander board shall be:
   a. Contained in the control panel enclosure;

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b. Or run in conduit. Wiring shall only be accessible at the terminations.

D. The following configurations are considered unacceptable with reference to a controller's standalone functionality:
1. Multiple controllers enclosed in the same control panel to accomplish the point requirement.

2.02 BUILDING CONTROLLER (BC)

A. General Requirements:
1. The BC(s) shall provide fully distributed control independent of the operational status of the OWSs and CSS. All necessary calculations required to achieve control shall be executed within the BC independent of any other device. All control strategies performed by the BC(s) shall be both operator definable and modifiable through the Operator Interfaces.
2. BCs shall perform overall system coordination, accept control programs, perform automated HVAC functions, control peripheral devices and perform all necessary mathematical and logical functions. BCs shall share information with the entire network of BCs and AACs/ASCs for full global control. Each controller shall be accessed through the CSS in normal operations. In the event that the CSS is not available, the controller shall permit multi-user operation from multiple OWS and mobile computers connected either locally or over the network. Each unit shall have its own internal RAM, non-volatile memory, microprocessor, battery backup, regulated power supply, power conditioning equipment, ports for connection of operating interface devices, and control enclosure. BCs shall be programmable from the CSS, OWS, mobile computer, or hand held device. BC shall contain sufficient memory for all specified global control strategies, user defined reports and trending, communication programs, and central alarming.
3. BCs shall be connected to a controller network that qualifies as a controlling LAN.
4. All BCs shall be provided with a UPS to protect against memory loss and allow for continuous communication with the CSS in the event of a loss of power.
   a. The UPS shall be a 500 VA UPS equal to APC Back-UPS CS, 300 Watts / 500 VA, Input 120V / Output 120V, Interface Port DB-9 RS-232, USB
5. In addition BCs may provide intelligent, standalone control of BAS functions. Each BC may be capable of standalone direct digital operation utilizing its own processor, non-volatile memory, input/output, wiring terminal strips, A/D converters, real-time clock/calendar and voltage transient and lightning protection devices. Refer to standalone functionality specified above.
6. The BC may provide for point mix flexibility and expandability. This requirement may be met via either a family of expander boards, modular input/output configuration, or a combination thereof. Refer to stand alone functionality specified above.
7. All BC point data, algorithms and application software shall be modifiable from the CSS and OWS.
8. Each BC shall execute application programs, calculations, and commands via a microprocessor resident in the BC. The database and all application programs for each BC shall be stored in non-volatile or battery backed volatile memory within the BC and will be able to upload/download to/from the CSS.
9. BC shall provide buffer for holding alarms, messages, trends etc.
10. Each BC shall include self-test diagnostics, which allow the BC to automatically alarm any malfunctions, or alarm conditions that exceed desired parameters as determined by programming input.
11. Each BC shall contain software to perform full DDC/PID control loops.
12. For systems requiring end-of-line resistors those resistors shall be located in the BC.
13. Input-Output Processing
   a. Digital Outputs (DO): Outputs shall be rated for a minimum 24 Vac or Vdc, 1 amp maximum current. Each shall be configurable as normally open or normally closed. Each output shall have an LED to indicate the operating mode of the output and a manual hand off or auto switch to allow for override. Each DO shall be discrete

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outputs from the BC's board (multiplexing to a separate manufacturer's board is unacceptable). Provide suppression to limit transients to acceptable levels.

b. Analog Inputs (AI): AI shall be 0-5 Vdc, 0-10 Vdc, 0-20 Vdc, and 0-20 mA. Provide signal conditioning, and zero and span calibration for each input. Each input shall be a discrete input to the BC's board (multiplexing to a separate manufacturers board is unacceptable unless specifically indicated otherwise). A/D converters shall have a minimum resolution of 12 bits.

c. Digital Inputs (DI): Monitor dry contact closures. Accept pulsed inputs of at least one per second. Source voltage for sensing shall be supplied by the BC and shall be isolated from the main board. Software multiplexing of an AI and resistors may only be done in non-critical applications and only with prior approval of Architect/Engineer.

d. Universal Inputs (UI-AI or DI): To serve as either AI or DI as specified above.

e. Electronic Analog Outputs (AO): Voltage mode: 0-5 Vdc and 0-10 Vdc; Current mode: 4-20 mA. Provide zero and span calibration and circuit protection. Pulse Width Modulated (PWM) analog via a DO [and transducer] is acceptable only with State approval (Generally these will not be allowed on loops with a short time constant such as discharge temperature loops, economizer loops, pressure control loops and the like. They are generally acceptable for standard room temperature control loops.). Where these are allowed, transducer/actuator shall be programmable for normally open, normally closed, or hold last position and shall allow adjustable timing. Each DO shall be discrete outputs from the BC's board (multiplexing to a separate manufacturers board is unacceptable). D/A converters shall have a minimum resolution of 10 bits.

f. Pulsed Inputs: Capable of counting up to 8 pulses per second with buffer to accumulate pulse count. Pulses shall be counted at all times.

14. A communication port for operator interface through a mobile computer shall be provided in each BC. It shall be possible to perform all program and database back-up, system monitoring, control functions, and BC diagnostics through this port. Standalone BC panels shall allow temporary use of portable devices without interrupting its normal operation.
15. Each BC shall be equipped with loop tuning algorithm for precise proportional, integral, derivative (PID) control. Loop tuning tools provided with the CSS software is acceptable. In any case, tools to support loop tuning must be provided such that P, I, and D gains are automatically calculated.
16. All analog output points shall have a selectable failure setpoint. The BC shall be capable of maintaining this failure setpoint in the event of a system malfunction, which causes loss of BC control, or loss of output signal, as long as power is available at the BC. The failure setpoint shall be selectable on a per point basis.
17. Slope intercepts and gain adjustments shall be available on a per-point basis.
18. BC Power Loss:

a. Upon a loss of power to any BC, the other units on the controlling LAN shall not in any way be affected.

b. Upon a loss of power to any BC, the battery backup shall ensure that the energy management control software, the Direct Digital Control software, the database parameters, and all other programs and data stored in the RAM are retained for a minimum of fifty (50) hours. An alarm diagnostic message shall indicate that the BC is under battery power.

c. Upon restoration of power within the specified battery backup period, the BC shall resume full operation without operator intervention. The BC shall automatically reset its clock such that proper operation of any time dependent function is possible without manual reset of the clock. All monitored functions shall be updated.

d. Should the duration of a loss of power exceed the specified battery back-up period or BC panel memory be lost for any reason, the panel shall automatically report the condition (upon resumption of power) and be capable of receiving a download via the network from the CSS or a mobile computer. In addition, the State shall be able to upload the most current versions of all energy management control programs, Direct Digital Control programs, database parameters, and all other data and programs in

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the memory of each BC to the CSS or a mobile computer via the network or the local USB or RS-232C port.

19. BC Failure:
    a. Building Controller LAN Data Transmission Failure: BC shall continue to operate in stand-alone mode. BC shall store loss of communication alarm along with the time of the event. All control functions shall continue with the global values programmable to either the last value or a specified value. Peer BCs shall recognize the loss and report alarm.
    b. BC Hardware Failure: BC shall cease operation and terminate communication with other devices. All outputs shall go to their specified fail position.
20. Each BC shall be equipped with firmware resident self-diagnostics for sensors and be capable of assessing an open or shorted sensor circuit and taking an appropriate control action (close valve, damper, etc.).
21. BCs may include network communications interface functions for controlling secondary controlling LANs Refer to Section 23 09 54 - BAS System Communications Devices for requirements if this function is packaged with the BC.
22. A minimum of four levels of privileges shall be provided at each BC.
23. All local user accounts shall be password protected. Strong password shall be used and complies with the State security standard.
24. BCs shall be mounted on equipment, in packaged equipment enclosures, or locking wall mounted in a NEMA 1 enclosure, as specified elsewhere.

B. BACnet Building Controller Requirements:
    1. The BC(s) shall support all BIBBs defined in the BACnet-IP (B-BC) device profile as defined in the BACnet standard.
    2. BCs shall communicate over the BACnet-IP LAN.
    3. Each BC shall be connected to the BACnet-IP LAN communicating to/from other BCs.

2.03 ADVANCED APPLICATION SPECIFIC CONTROLLER (AAC) AND APPLICATION SPECIFIC CONTROLLER (ASC)

A. General Requirements:
    1. AACs and ASCs shall provide intelligent, standalone control of HVAC equipment. Each unit shall have its own internal RAM, non-volatile memory and will continue to operate all local control functions in the event of a loss of communications on the ASC LAN or sub-LAN. Refer to standalone requirements by application specified in Part 3 of this section. In addition, it shall be able to share information with every other BC and AAC /ASC on the entire network.
    2. Each AAC and ASC shall include self-test diagnostics that allow the AAC /ASC to automatically relay to the BC, or LAN Interface Device, any malfunctions or abnormal conditions within the AAC /ASC or alarm conditions of inputs that exceed desired parameters as determined by programming input.
    3. AACs and ASCs shall include sufficient memory to perform the specific control functions required for its application and to communicate with other devices.
    4. Each AAC and ASC must be capable of stand-alone direct digital operation utilizing its own processor, non-volatile memory, input/output, minimum 8 bit A to D conversion, voltage transient and lightning protection devices. All volatile memory shall have a battery backup of at least fifty- (50) hrs with a battery life of (5) five years.
    5. All point data; algorithms and application software within an AAC /ASC shall be modifiable from the OWS.
    6. AAC and ASC Input-Output Processing
        a. Digital Outputs (DO): Outputs shall be rated for a minimum 24 VAC or VDC, 1 amp maximum current. Each shall be configurable as normally open or normally closed. Each output shall have an LED to indicate the operating mode of the output and a manual hand off or auto switch to allow for override (Only AAC requires HOA). Each DO shall be discrete outputs from the AAC/ASC's board (multiplexing to a separate

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manufacturer's board is unacceptable). Provide suppression to limit transients to acceptable levels.

b. Analog Inputs (AI): AI shall be O-5 Vdc, 0-10Vdc, 0-20Vdc, and 0-20 mA. Provide signal conditioning, and zero and span calibration for each input. Each input shall be a discrete input to the BC's board (multiplexing to a separate manufacturers board is unacceptable unless specifically indicated otherwise). A/D converters shall have a minimum resolution of 8-10 bits depending on application.

c. Digital Inputs (DI): Monitor dry contact closures. Accept pulsed inputs of at least one per second. Source voltage for sensing shall be supplied by the BC and shall be isolated from the main board. Software multiplexing of an AI and resistors may only be done in non-critical applications and only with prior approval of Architect/Engineer

d. Universal Inputs (UI-AI or DI): To serve as either AI or DI as specified above.

e. Electronic Analog Outputs (AO) as required by application: voltage mode, 0-5VDC and 0-10VDC; current mode (4-20 mA). Provide zero and span calibration and circuit protection. Pulse Width Modulated (PWM) analog via a DO [and transducer] is acceptable only with State approval (Generally, PWM will not be allowed on loops with a short time constant such as discharge temperature loops, economizer loops, pressure control loops and the like. They are generally acceptable for standard room temperature control loops.). Where PWM is allowed, transducer/actuator shall be programmable for normally open, normally closed, or hold last position and shall allow adjustable timing. Each DO shall be discrete outputs from the BC's board (multiplexing to a separate manufacturers board is unacceptable). D/A converters shall have a minimum resolution of 8 bits.

B. BACnet AAC(s) and ASC(s) Requirements:

1. The AAC(s) and ASC(s) shall support all BIBBs defined in the BACnet Building Controller (B-AAC and B-ASC) device profile as defined in the BACnet standard.
2. AAC(s) and ASC(s) shall communicate over the BACnet Building Controller LAN or the ASC LAN or sub-LAN.
3. Each BC shall be connected to the BACnet Building Controller LAN communicating to/from other BCs.

PART 3 - EXECUTION

3.01 INSPECTION:

A. Examine areas and conditions under which control systems are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.02 INSTALLATION OF CONTROL SYSTEMS:

A. General: Install systems and materials in accordance with manufacturer's instructions, specifications roughing-in drawings and details shown on drawings. Contractor shall install all controllers in accordance with manufacturer's installation procedures and practices.

3.03 HARDWARE APPLICATION REQUIREMENTS

A. General: The functional intent of this specification is to allow cost effective application of manufacturers standard products while maintain the integrity and reliability of the control functions. A BC as specified above is generally fully featured and customizable whereas the AAC/ASC refers to a more cost-effective unit designed for lower-end applications. Specific requirements indicated below are required for the respective application. Manufacturer may apply the most cost-effective unit that meets the requirement of that application.

B. Standalone Capability: Each Control Unit shall be capable of performing the required sequence of operation for the associated equipment. All physical point data and calculated values required to accomplish the sequence of operation shall originate within the associated CU with only the exceptions enumerated below. Refer to Item 2.01 above for physical limitations of standalone functionality. Listed below are functional point data and calculated values that shall be allowed to be obtained from or stored by other CUs or SDs via LAN.

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C. Where associated control functions involve functions from different categories identified below, the requirements for the most restrictive category shall be met.

D. Application Category 0 (Distributed monitoring)
   1. Applications in this category include the following:
      a. Monitoring of variables that are not used in a control loop, sequence logic, or safety.
   2. Points on BCs, AACs, and ASCs may be used in these applications as well as SDs and/or general-purpose I/O modules.
   3. Where these points are trended, contractor shall verify and document that the network bandwidth is acceptable for such trends and is still capable of acceptable and timely control function.

E. Application Category 1 (Application Specific Controller):
   1. Applications in this category include the following:
      a. Fan Coil Units
      b. Airflow Control Boxes (VAV and Constant Volume Terminal Units)
      c. Misc. Heaters
      d. Unitary equipment <15 tons (Package Terminal AC Units, Package Terminal Heat Pumps, Split-System AC Units, Split-System Heat Pumps, Water-Source Heat Pumps)
      e. Induction Units
      f. Variable Speed Drive (VSD) controllers not requiring safety shutdowns of the controlled device.
   2. ASCs may be used in these applications.
   3. Standalone Capability: Provide capability to execute control functions for the application for a given setpoint or mode, which shall generally be occupied mode control. Only the following data (as applicable) may be acquired from other controllers via LANs. In the event of a loss of communications with any other controller, or any fault in any system hardware that interrupts the acquisition of any of these values, the ASC shall use the last value obtained before the fault occurred. If such fault has not been corrected after the specified default delay time, specified default value(s) shall then be substituted until such fault has been corrected.

      Physical/Virtual PointDefault Value
      Scheduling PeriodNormal
      Morning Warm-UpOff (cold discharge air)
      Load ShedOff (no shedding)
      Summer/WinterWinter
      [Trend DataN/A]
      [Smoke Pressurization ModeNormal Mode]
   4. Mounting:
      a. ASCs that control equipment located above accessible ceilings shall be mounted on the equipment in an accessible enclosure that does not hinder maintenance of mechanical equipment and shall be rated for plenum use.
      b. ASCs that control equipment mounted in a mechanical room may either be mounted in, on the equipment, or on the wall of the mechanical room at an adjacent, accessible location.
      c. ASCs that control equipment located in occupied spaces or outside shall either be mounted within the equipment enclosure (responsibility for physical fit remains with the contractor) or in a nearby mechanical/utility room in which case it shall be enclosed in a NEMA 1, locking enclosure.
      d. Section 23 09 53 contractor may furnish ASCs to the terminal unit manufacturer for factory mounting.
   5. Programmability: Operator shall be able to modify all setpoints (temperature and airflow), scheduling parameters associated with the unit, tuning and set up parameters, interstage timing parameters, and mode settings. Application-specific block control algorithms may

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be used to meet the sequence of operations. The ability to customize the control algorithm is not required unless specifically indicated otherwise.

6. LAN Restrictions: Limit the number of nodes on the network to the maximum recommended by the manufacturer.

F. Application Category 2 (General Purpose Terminal Controller)

1. Applications in this category include the following:
   a. Unitary Equipment >= 15 tons (Air Conditioners, Heat Pumps, Packaged Heating/Cooling Units, and the like)
   b. Small, Constant Volume Single Zone Air Handling Units
   c. Constant Volume Pump Start/Stop
   d. Misc. Equipment (Exhaust Fan) Start/Stop
   e. Misc. Monitoring (not directly associated with a control sequence and where trending is not critical)
   f. Steam Converter Control
2. BCs may be used in these applications.
3. ASC's may be used in these applications provided the ASC meets all requirements specified below. This category requires a general-purpose ASC to which application-specific control algorithms can be attached.
4. Standalone Capability: Only the following data (as applicable) may be acquired from other ASCs via LANs. In the event of a loss of communications with any other ASCs, or any fault in any system hardware that interrupts the acquisition of any of these values, the AAC/ASC shall use the last value obtained before the fault occurred. If such fault has not been corrected after the specified default delay time, specified default value(s) shall then be substituted until such fault has been corrected.

Physical/Virtual Point	Default Delay Time	Default Value
Outside Air Temperature	3 minutes	80°F
Outside Air Humidity	3 minutes	60%RH
Outside Air Enthalpy	3 minutes	30 Btu/lb
Trend Data	N/A	
Cooling/Heating Requests	3 minutes	None
Smoke Pressurization Mode	3 minutes	Normal Mode
Smoke Exhaust Command	3 minutes	Normal Mode

5. Mounting:
   a. ASCs that control equipment located above accessible ceilings shall be mounted on the equipment so as not to hinder mechanical maintenance and shall be rated for plenum use.
   b. ASCs that control equipment located in occupied spaces or outside shall either be mounted within the equipment enclosure (responsibility for physical fit remains with the contractor) or in a nearby mechanical/utility room in which case it shall be enclosed in a NEMA 1, locking enclosure.
6. Programmability: Operator shall be able to modify all setpoints (temperature and airflow), scheduling parameters associated with the unit, tuning and set up parameters, interstage timing parameters, and mode settings. Operator shall be able to address and configure spare inputs for monitoring. [Operator shall be able to address and configure spare outputs for simple single loop control actions or event initiated actions.] Application-specific block control algorithms shall used to meet the sequence of operations. The ability to customize the control algorithm is not required unless specifically indicated otherwise.
7. LAN Restrictions: Limit the number of nodes servicing any one of these applications on the AAC/ASC LAN to 32.

G. Application Category 3 (Advanced Application Controller)

1. Applications in this category include the following:
   a. Large Constant Volume Air Handlers
   b. VAV Air Handlers generally >5,000 and <10,000cfm
   c. Dual Duct Air Handlers generally >5000 and < 10,000 cfm

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d. Multizone Air Handlers
e. Self-Contained VAV Units

2. BCs may be used in these applications.
3. AAC's may be used in these applications provided:
   a. The AAC's meets all requirements specified below.
   b. All control functions and physical I/O associated with a given unit resides in one AAC.
   c. Input A/D is 10-bit. Exception: 8-bit input A/D can be used when matched with high accuracy sensors, the range of which meets the resolution requirements specified for the applicable sensor in Section 23 09 51.
   d. Pulsed inputs required for the application can be monitored and accumulated effectively.
4. Standalone Capability: Only the following data (as applicable) may be acquired from other AACs via LANs. In the event of a loss of communications with any other AACs, or any fault in any system hardware that interrupts the acquisition of any of these values, the AAC shall use the last value obtained before the fault occurred. If such fault has not been corrected after the specified default delay time, specified default value(s) shall then be substituted until such fault has been corrected.

physical/virtual point	default delay time	default value
Outside Air Temperature	3 minutes	80°F
Outside Air Humidity	3 minutes	60%RH
Outside Air Enthalpy	3 minutes	30 Btu/lb
Enable Local Operation		Last Value
Cooling/Heating Requests	3 minutes	None
Smoke Pressurization Mode	3 minutes	Normal Mode
Smoke Exhaust Command	3 minutes	Normal Mode

5. Mounting:
   a. AACs that control equipment located above accessible ceilings shall be mounted on the equipment so as not to hinder mechanical maintenance and shall be rated for plenum use.
   b. AACs that control equipment located in occupied spaces or outside shall either be mounted within the equipment enclosure (responsibility for physical fit remains with the contractor) or in a near by mechanical/utility room in which case it shall be enclosed in a NEMA 1, locking enclosure.
6. Programmability: Operator shall be able to modify all setpoints (temperature and airflow), scheduling parameters associated with the unit, tuning and set up parameters, interstage timing parameters, and mode settings. Operator shall be able to address and configure spare inputs for monitoring. Operator shall be able to program custom DDC control algorithms and specify trending parameters, which will be retained in memory in the event of a loss of communications. Application-specific block control algorithms may be used provided they meet the sequence of operations. The control algorithms shall be completely customizable.
7. LAN Restrictions: Each LAN which participates in the transfer of data between the CU and the local operator workstation shall be subject to the following criteria:
   a. Limit the number of nodes servicing any one of these applications on the AAC/ASC LAN to 16.
   b. The Building Controller LAN shall be subject only to manufacturer's published LAN limitations.

H. Application Category 4
1. Applications in this category include the following:
   a. Central Cooling Plant
   b. Central Heating Plant
   c. Cooling Towers
   d. Sequenced or Variable Speed Pump Control
   e. Local Chiller Control (unit specific)
   f. Local Free Cooling Heat Exchanger Control

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g. Air Handlers over 10,000 cfm or serving critical areas

2. BCs shall be used in these applications.

3.04 CONTROL UNIT REQUIREMENTS

A. Refer to Section 23 09 50 for requirements pertaining to control unit quantity and location.

END OF SECTION

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SECTION 23 09 54
BAS COMMUNICATION DEVICES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Network Integration Devices

1.02 RELATED DOCUMENTS:

A. Section 23 09 50 - Building Automation System (BAS) General
B. Section 23 09 51 - BAS Basic Materials, Interface Devices, and Sensors
C. Section 23 09 53 - BAS Field Panels
D. Section 23 09 55 - BAS Software
E. Section 23 09 58 - Sequences of Operation
F. Section 23 09 59 - BAS Commissioning

1.03 DESCRIPTION OF WORK

A. Contractor shall provide all interface devices and software to provide an integrated system connecting BCs, AACs, ASCs and Gateways to the State network.

PART 2 - PRODUCTS

2.01 NETWORK CONNECTION

A. State WAN: Refer Section 23 09 50 Part 1.11.C.1 - Building Automation System (BAS) General for description of System Architecture.
B. The following BIBBs must be supported on the Local Supervisory LAN using Ethernet either directly or through a gateway:
   1. BACnet Data Sharing Objects (DS-):
      a. Read Property (RP-A) Initiate
      b. Read Property (RP-B) Execute
      c. Read Property Multiple (RPM-A) Initiate
      d. Read Property Multiple (RPM-B) Execute
      e. Write Property (WP-A) Initiate
      f. Write Property (WP-B) Execute
      g. Write Property Multiple (WPM-A) Initiate
      h. Write Property Multiple (WPM-B) Execute
      i. COV Unsubscribed (COVU-A) Initiate
      j. COV Unsubscribed (COVU-B) Execute
   2. BACnet Alarm and Event Object (AE-)
      a. Confirmed Event Notification (N-B) Initiate
      b. Unconfirmed Event Notification (N-B) Initiate
C. Refer to Section 23 09 55 Part III for the BACnet Object naming convention.

2.02 CONTROLLER LOCAL AREA NETWORK INTERFACE DEVICES (LANID)

A. The LANID shall be a microprocessor-based communications device which acts as a gateway/router between the Primary Controlling LAN and the Secondary Controlling LAN. It provides an operator interface. These may be provided within a BC or as a separate device.
B. The LANID shall perform information translation between the Primary Controlling LAN and the Secondary Controlling LAN, supervise communications on a polling Secondary Controlling LAN, and be applicable to systems in which the same functionality is not provided in the BC. In systems where the LANID is a separate device, it shall contain its own microprocessor, RAM, battery, real-time clock, communication ports, and power supply as specified for a BC in Section 23 09 53. Each LANID shall be mounted in a lockable enclosure.

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C. Each LANID shall support interrogation, full control, and all utilities associated with all BCs on the Primary Controlling LAN, all AACs and ASCs connected to all Secondary Controlling LANs under the Primary Controlling LAN, and all points connected to those PCUs and SCUs.

D. Upon loss of power to a LANID, the battery shall provide for minimum 100-hour backup of all programs and data in RAM. The battery shall be sealed and self-charging.

E. The LANID shall be transparent to control functions and shall not be required to control information routing on the Primary Controlling LANControlling LANControlling LANControlling LANControlling LAN

F. All BACnet Interoperability Building Blocks (BIBBs) are required to be supported for each true BACnet device or Gateway. The Gateway shall support all BIBBs defined in the BACnet Gateway's device profile as defined in the BACnet standard.

2.03 LOCAL SUPERVISORY LAN GATEWAYS/ROUTERS

A. The gateway/router shall be a microprocessor-based communications device that acts as a gateway/router between the Supervisory LAN CSSs or OWS and the Controlling LAN.

B. The gateway/router shall perform information translation between the Controlling LAN and the Local Supervisory LAN, and shall use BACnet over IP. When BACnet is used, refer to the requirements of the BACnet Gateways specified herein.

C. The gateway/router shall contain its own microprocessor, RAM, battery, real-time clock, communication ports, and power supply as specified for a BC in Section 23 09 53. Each gateway/router shall be mounted in a lockable enclosure.

D. The gateway/router shall allow centralized overall system supervision, operator interface, management report generation, alarm annunciation, acquisition of trend data, and communication with control units. It shall allow system operators to perform the following functions from the CSS, and OWSs:
   1. Configure systems.
   2. Monitor and supervise control of all points.
   3. Change control setpoints.
   4. Override input values.
   5. Override output values
   6. Enter programmed start/stop time schedules.
   7. View and acknowledge alarms and messages.
   8. Receive, store and display trend logs and management reports.
   9. Upload/Download programs, databases, etc. as specified.

E. Upon loss of power to the gateway/router, the battery shall provide for minimum 100 hour backup of all programs and data in RAM. The battery shall be sealed and self-charging.

F. The gateway/router shall be transparent to control functions and shall not be required to control information routing on the Controlling LAN

PART 3 - EXECUTION

3.01 INSPECTION:

A. Examine areas and conditions under which control systems are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.02 INSTALLATION OF CONTROL SYSTEMS:

A. General: Install systems and materials in accordance with manufacturer's instructions, roughing-in drawings and details shown on drawings.

B. Contractor shall provide all interface devices and software to provide an integrated system.

C. Contractor shall closely coordinate with the State, or designated representative, to establish IP addresses and communications to assure proper operation of the building control system on the State (DE) network.

END OF SECTION

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SECTION 23 09 55
BAS SOFTWARE AND PROGRAMMING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. System Software
B. Programming Description
C. Control Algorithms
D. Energy Management Applications
E. Password Protection
F. Alarm Reporting
G. Trending
H. Data Acquisition and Storage
I. Point Structuring
J. Dynamic Color Graphics

1.02 RELATED DOCUMENTS:

A. Section 23 09 50 - Building Automation System (BAS) General
B. Section 23 09 51 - BAS Basic Materials, Interface Devices, and Sensors
C. Section 23 09 53 - BAS Field Panels
D. Section 23 09 54 - BAS Communications Devices
E. Section 23 09 58 - Sequences of Operation
F. Section 23 09 59 - BAS Commissioning

1.03 DESCRIPTION OF WORK:

A. Fully configure systems and furnish and install all software, programming and dynamic color graphics for a complete and fully functioning system as specified.
B. Refer to Section 23 09 50 - Building Automation System (BAS) for general requirements
C. Refer to 23 09 58 - Sequence of Operation for specific sequences of operation for controlled equipment.

1.04 LICENSING

A. Include licensing for all software packages at all required workstations.
B. All operator interface, programming environment, networking, database management and any other software used by the Contractor to install the system or needed to operate the system to its full capabilities shall be licensed and provided to the State.
C. All BAS software should be available on CSS(s) provided, and on all Portable Operator Terminals. All software keys to provide all rights shall be installed on CSS. At least 2 sets of media (CD or DVD) shall be provided with backup software and configurations for all software provided, so that the State may reinstall any software as necessary
D. Provide licensing and original software media for each device. Include all BAS software licenses and all required third party software licenses.
E. Upgrade all software packages to the release (version) in effect at the end of the Warranty Period.
F. Refer to Section 23 09 50 - Building Automation System (BAS) General for further requirements.

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PART 2 - PRODUCTS

2.01 SYSTEM SOFTWARE-GENERAL

A. Functionality and Completeness: The Contractor shall furnish and install all software and programming necessary to provide a complete and functioning system as specified. The Contractor shall include all software and programming not specifically itemized in these Specifications, which is necessary to implement, maintain, operate, and diagnose the system in compliance with these Specifications.

B. Configuration: The software shall support the system as a distributed processing network configuration.

2.02 CONTROLLER SOFTWARE

A. BC Software Residency: Each BC as defined below shall be capable of controlling and monitoring of all points physically connected to it. All software including the following shall reside and execute at the BC:
   1. Real-Time Operating System software
   2. Real-Time Clock/Calendar and network time synchronization
   3. BC diagnostic software
   4. LAN Communication software/firmware
   5. Direct Digital Control software
   6. Alarm Processing and Buffering software
   7. Energy Management software
   8. Data Trending, Reporting, and Buffering software
   9. I/O (physical and virtual) database
   10. Remote Communications software

B. AAC/ASC Software Residency: Each AAC/ASC as defined below shall be capable of controlling and monitoring of all points physically connected to it. As a minimum, software including the following shall reside and execute at the AAC/ASC. Other software to support other required functions of the AAC/ASC may reside at the BC or LAN interface device (specified in Section 23 09 54) with the restrictions/exceptions per application provided in Section 23 09 53:
   1. Real-Time Operating System software
   2. AAC/ASC diagnostic software
   3. LAN Communications software
   4. Control software applicable to the unit it serves that will support a single mode of operation
   5. I/O (physical and virtual) database to support one mode of operation

C. Standalone Capability: BC shall continue to perform all functions independent of a failure in other BC/AAC/ASC, CSS, or other communication links to other BCs/AACs/ASCs or CSSs. Trends and runtime totalization shall be retained in memory. Runtime totalization shall be available on all digital input points that monitor electric motor status. Refer also to Section 23 09 53 for other aspects of standalone functionality.

D. Operating System: Controllers shall include a real-time operating system resident in ROM. This software shall execute independently from any other devices in the system. It shall support all specified functions. It shall provide a command prioritization scheme to allow functional override of control functions. Refer also to Section 23 09 53 for other aspects of the controller's operating system.

E. Network Communications: Each controller shall include software/firmware that supports the networking of CUs on a common communications trunk that forms the respective LAN. Network support shall include the following:
   1. Controller communication software shall include error detection, correction, and re-transmission to ensure data integrity.
   2. Operator/System communication software shall facilitate communications between other BCs, all subordinate AACs/ASCs, Gateways and LAN Interface Devices or CSS. Software shall allow point interrogation, adjustment, addition/deletion, and programming while the controller is online and functioning without disruption to unaffected points. The software

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architecture shall allow networked controllers to share selected physical and virtual point information throughout the entire system.

F. Diagnostic Software: Controller software shall include diagnostic software that checks memory and communications and reports any malfunctions.

G. Alarm/Messaging Software: Controller software shall support alarm/message processing and buffering software as more fully specified below.

H. Application Programs: CUs shall support and execute application programs as more fully specified below:
   1. All Direct Digital Control software, Energy Management Control software, and functional block application programming software templates shall be provided in a 'ready-to-use' state, and shall not require (but shall allow) user programming.

I. Security: Controller software shall support multiple level privileges access restriction as more fully specified below.

J. Direct Digital Control: Controller shall support application of Direct Digital Control Logic. All logic modules shall be provided pre-programmed with written documentation to support their application. Provide the following logic modules as a minimum:
   1. Proportional-Integral-Derivative (PID) control with analog, PWM and floating output
   2. Two Position control (Hi or Low crossing with deadband)
   3. Single-Pole Double-Throw relay
   4. Delay Timer (delay-on-make, delay-on-break, and interval)
   5. Hi/Low Selection
   6. Reset or Scaling Module
   7. Logical Operators (AND, OR, NOT, XOR)

K. Psychrometric Parameters: Controller software shall provide preprogrammed functions to calculated and present psychrometric parameters (given temperature and relative humidity) including the following as a minimum: Enthalpy, Wet Bulb Temperature.

L. Updating/Storing Application Data: Site-specific programming residing in volatile memory shall be uploadable/downloadable from an OWS or CSS using BACnet services connected locally or through the network. Initiation of an upload or download shall include all of the following methods: Manual, Scheduled, and Automatic upon detection of a loss or change.

M. Restart: System software shall provide for orderly shutdown upon loss of power and automatic restart upon power restoration. Volatile memory shall be retained; outputs shall go to programmed fail-safe (open, closed, or last) position. Equipment restart shall include a user definable time delay on each piece of equipment to stagger the restart. Loss of power shall be alarmed at operator interface indicating date and time.

N. Time Synchronization: Automatic time synchronization shall be provided using BACnet services. Operators shall be able to set the time and date in any device on the network that supports time-of-day functionality. The operator shall be able to select to set the time and date for an individual device, devices on a single network, or all devices simultaneously.

O. Misc. Calculations: System software shall automate calculation of psychometric functions, calendar functions, kWh/kW, and flow determination and totalization from pulsed or analog inputs, curve-fitting, look-up table, input/output scaling, time averaging of inputs and A/D conversion coefficients.

2.03 APPLICATION PROGRAMMING DESCRIPTION

A. The application software shall be user programmable.

B. This specification generally requires a programming convention that is logical, easy to learn, use, and diagnose. General approaches to application programming shall be provided by one, or a combination, of the following conventions:
   1. Point Definition: Provide templates customized for point type, to support input of individual point information. Use standard BACnet Objects as applicable.

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2. Graphical Block Programming: Manipulation of graphic icon 'blocks', each of which represents a subroutine, in a functional/logical manner forming a control logic diagram. Blocks shall allow entry of adjustable settings and parameters via pop-up windows. Provide a utility that shall allow the graphic logic diagrams to be directly compiled into application programs. Logic diagrams shall be viewable either off-line, or on-line with real-time block output values.
3. Functional Application Programming: Pre-programmed application specific programs that allow/require limited customization via 'fill-in-the-blanks' edit fields. Typical values would be setpoints gains, associated point names, alarm limits, etc.

C. Provide a means for testing and/or debugging the control programs both off-line and on-line.

2.04 ENERGY MANAGEMENT APPLICATIONS

A. System shall have the ability to perform all of the following energy management routines via preprogrammed function blocks or template programs. As a minimum provide the following whether or not required in the software:
1. Time-of-Day Scheduling
2. Calendar-Based Scheduling
3. Holiday Scheduling
4. Temporary Schedule Overrides
5. Optimal Start / Optimal Stop based on space temperature offset, outdoor air temperature, and building heating and cooling capacitance factors as a minimum
6. Night Setback and Morning Recovery Control, with ventilation only during occupancy
7. Economizer Control (enthalpy or dry-bulb)
8. Peak Demand Limiting / Load Shedding
9. Dead Band Control

B. All programs shall be executed automatically without the need for operator intervention, and shall be flexible enough to allow operator customization. Programs shall be applied to building equipment as described in Section 23 09 58 - Sequence of Operation.

2.05 ACCESS PRIVILEGES

A. Multiple-level access privileges shall be provided. A minimum of four (4) levels of access shall be supported.

B. The highest level of access, Administrator Level access, shall allow the BAS administrator to perform application, database, and user management functions.

C. Each login credentials shall be assigned to a pre-defined level of access. Alternately, a comprehensive list of accessibility/functionality items shall be provided, to be enabled or disabled for each user according to the level of access granted.

D. Operators shall be able to perform only those commands available for the access level assigned to their login credentials.

E. Login credentials are stored in the BC's local database. A minimum of 20 user names shall be supported and programmed per the State's direction.

F. Login credentials can be looked up using the Lightweight Directory Access (LDAP) through the BAS server.

G. Strong password shall be used on all login credentials.

H. User-definable, automatic log-off timers from 1 to 60 minutes shall be provided to prevent users from inadvertently leaving interface device unattended.

I. At system handover, all default and Contractor created login credentials for the system shall be provided to the State and all temporary login credentials shall be removed.

2.06 ALARM AND EVENT MANAGEMENT REPORTING

A. Alarm management shall be provided to monitor, buffer, and direct alarms and messages to operator devices and memory files. Each BC shall perform distributed, independent alarm analysis and filtering to minimize operator interruptions due to non-critical alarms, minimize

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network traffic, and prevent alarms from being lost. At no time shall a BCs ability to report alarms be affected by either operator activity at an OWS or local handheld device, or by communications with other panels on the network.

1. Alarm Descriptor: Each alarm or point change shall include that point's English language description, and the time and date of occurrence. In addition to the alarm's descriptor and the time and date, the user shall be able to print, display and store an alarm message to more fully describe the alarm condition or direct operator response.
2. Alarm Prioritization: The software shall allow users to define the handling and routing of each alarm by their assignment to discrete priority levels. A minimum of five (5) priority levels shall be provided - Level 1 Life Safety (i.e. smoke detector), Level 2 Critical (i.e. controller failure), Level 3 Abnormal (i.e. out-of-range temperature), Level 4 Energy Waste (i.e. fighting valves), Level 5 Maintenance Message (i.e. runtime monitor, filter status). For each priority level, users shall have the ability to enable or disable an audible tone whenever an alarm is reported and whenever an alarm returns to normal condition. Users shall have the ability to manually inhibit alarm reporting for each individual alarm and for each priority level. Contractor shall coordinate with the State on establishing alarm priority definitions.
3. Alarm Report Routing: Each alarm priority level shall be associated with a unique user-defined list of operator devices including any combination of local or remote workstations, printers and workstation disk files. All alarms associated with a given priority level shall be routed to all operator devices on the user-defined list and/or email to designated State email address (mailbox resource) associated with that priority level. For each priority level, alarms shall be automatically routed to a default operator device in the event that alarms are unable to be routed to any operator device assigned to the priority level.
4. Auto-Dial Alarm Routing: For alarm priority levels that include a mobile device as one of the listed reporting destinations, the BC shall initiate a call to report the alarm, and shall terminate the call after alarm reporting is complete. System shall be capable of multiple retries and buffer alarms until a connection is made. If no connection is made, system shall attempt connection to an alternate mobile device. System shall also be able to dial multiple mobile devices upon alarm activation.
5. Alarm Acknowledgment: For alarm priority levels that are directed to a OWS, an indication of alarm receipt shall be displayed immediately regardless of the application is in use at the OWS, and shall remain on the screen until acknowledged by a user having a privilege that allows alarm acknowledgment. Upon acknowledgment, the complete alarm message string (including date, time, and user name of acknowledging operator) shall be stored in a selected file on the BC or CSS.

B. It shall be possible for any operator to receive a summary of all alarms regardless of acknowledgement status; for which a particular recipient is enrolled for notification; based on current event state; based on the particular BACnet event algorithm (e.g., change of value, change of state, out of range, and so on); alarm priority; and notification class.

C. BACnet Alarming Services: All alarms and events shall be implemented using standard BACnet event detection and notification mechanisms. The workstation shall receive BACnet alarm and event notifications from any gateway or BACnet controller in the system and display them to an operator. Either intrinsic reporting or algorithmic change reporting may be used but the intrinsic reporting method is preferred. The workstation shall also log alarms and events, provide a way for an operator with sufficient privilege to acknowledge alarms, and log acknowledgements of alarms. It shall be possible for an operator to receive, at any time, a summary of all alarms that are currently in effect at any site whether or not they have been acknowledged. Operators shall also be able to view and change alarm limits for any alarm at the appropriate access level.

D. Alarm Historical Database: The database shall store all alarms and events object occurrences in an ODBC or an OLE database-compliant relational database. Provide a commercially available ODBC driver or OLE database data provider, which would allow applications to access the data using standard Microsoft Windows data access services.

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2.07 TRENDING

A. The software shall display historical data in both a tabular and graphical format. The requirements of this trending shall include the following:
   1. Provide trends for all physical points, virtual points and calculated variables.
   2. BACnet Trend Objects are preferred but where not possible trend data shall be stored in relational database format as specified in herein under Data Acquisition and Storage.
   3. In the graphical format, the trend shall plot at least 4 different values for a given time period superimposed on the same graph. The 4 values shall be distinguishable by using unique colors. In printed form the 4 lines shall be distinguishable by different line symbology. Displayed trend graphs shall indicate the engineering units for each trended value.
   4. The sample rate and data selection shall be selectable by the operator.
   5. The trended value range shall be selectable by the operator.
   6. Where trended values on one table/graph are COV, software shall automatically fill the trend samples between COV entries.

B. Control Loop Performance Trends: Controllers incorporating PID control loops shall also provide high resolution sampling in less than six second increments for verification of control loop performance.

C. Data Buffering and Archiving: Trend data shall be buffered at the BC, and uploaded to hard disk storage when archival is desired. All archived trends shall be transmitted to the CSS. Uploads shall occur based upon a user-defined interval, manual command, or automatically when the trend buffers become full.

D. Time Synchronization: Provide a time master that is installed and configured to synchronize the clocks of all BACnet devices supporting time synchronization. Synchronization shall be done using Coordinated Universal Time (UTC). All trend sample times shall be able to be synchronized. The frequency of time synchronization message transmission shall be selectable by the operator.

2.08 DYNAMIC PLOTTING

A. Provide a utility to dynamically plot in real-time at least four (4) values on a given 2-dimensional dynamic plot/graph with at least two Y-axes. At least five (5) dynamic plots shall be allowed simultaneously.

2.09 DATA ACQUISITION AND STORAGE

A. All points included in the typical equipment point list must be represented in a common, open or accessible format. All points should be provided as BACnet standard analog, binary, schedule, or trend objects when possible. Naming conventions for these points and network addressing are discussed in the 'Point Naming Conventions' paragraph below.

B. Non-BACnet data from the BAS shall be stored in relational database format. The format and the naming convention used for storing the database files shall remain consistent across the database and across time. The relational structure shall allow for storage of any additional data points, which are added to the BAS in future. The metadata/schema or formal descriptions of the tables, columns, domains, and constraints shall be provided for each database.

C. The database shall allow applications to access the data while the database is running. The database shall not require shutting down in order to provide read-write access to the data. Data shall be able to be read from the database without interrupting the continuous storage of trend data being carried by the BAS.

D. The database shall be ODBC or OLE database compliant. Provide a commercially-available ODBC driver or OLE database data provider, which would allow applications to access the data using standard Microsoft Windows data access services.

2.10 TOTALIZATION

A. The software shall support totalizing analog, digital, and pulsed inputs and be capable of accumulating, storing, and converting these totals to engineering units used in the documents.

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These values shall generally be accessible to the Operator Interfaces to support management-reporting functions.

B. Totalization of electricity use/demand shall allow application of totals to different rate periods, which shall be user definable.

C. When specified to provide electrical or utility Use/Demand, the Contractor shall obtain from the local utility all information required to obtain meter data, including k factors, conversion constants, and the like.

2.11 EQUIPMENT SCHEDULING

A. Provide a graphic utility for user-friendly operator interface to adjust equipment-operating schedules.

B. All schedules shall be implemented using BACnet objects and messages. All building systems with date and time scheduling requirements shall have schedules represented by the BACnet Schedule object. All operators shall be able to view the entries for a schedule. Operators with sufficient privilege shall be able to modify schedule entries from any BACnet workstation.

C. Scheduling feature shall include multiple seven-day master schedules, plus holiday schedule, each with start time and stop time. Master schedules shall be individually editable for each day and holiday.

D. Scheduling feature shall allow for each individual equipment unit to be assigned to one of the master schedules.

E. Timed override feature shall allow an operator to temporarily change the state of scheduled equipment. An override command shall be selectable to apply to an individual unit, all units assigned to a given master schedule, or to all units in a building. Timed override shall terminate at the end of an operator selectable time, or at the end of the scheduled occupied/unoccupied period, whichever comes first. A privilege level that does not allow assignment of master schedules shall allow a timed override feature.

F. A yearly calendar feature shall allow assignment of holidays, and automatic reset of system real time clocks for transitions between daylight savings time and standard time.

2.12 POINT STRUCTURING AND NAMING

A. General: The intent of this section is to require a consistent means of naming points across all State facilities. Contractor shall configure the systems from the perspective of the Enterprise, not solely the local project. The following requirement establishes a standard for naming points and addressing Buildings, Networks, Devices, Instances, and the like. The convention is tailored towards the BACnet-based format and as such, the interface shall always use this naming convention. true BACnet systems shall also use this naming convention. For non-BACnet systems, the naming convention shall be implemented as much as practical, and any deviations from this naming convention shall be approved by the State. The Contractor shall contact the State to determine the Building number and abbreviation.

B. Point Summary Table
   1. The term 'Point' is a generic description for the class of object represented by analog and binary inputs, outputs, and values in accordance with ASHARE 135 standard.
   2. With each schematic, Contractor shall provide a Point Summary Table listing:
      a. Building number and abbreviation
      b. System type
      c. Equipment type
      d. Point suffix
      e. Full point name (see Point Naming Convention paragraph)
      f. Point description
      g. Ethernet backbone network number
      h. Network number
      i. Device ID
      j. Device MAC address

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k. Object ID (object type, instance number)
l. Engineering units.

3. Additional fields for non-BACnet systems shall be appended to each row. Point Summary Table shall be provided in both hard copy and in electronic format (ODBC-compliant).
4. Point Summary Table shall also illustrate Network Variables/BACnet Data Links Bindings.
5. The Contractor shall coordinate with the State's representative and compile and submit a proposed Point Summary Table for review prior to any object programming or project startup.
6. The Point Summary Table shall be kept current throughout the duration of the project by the Contractor as the Master List of all points for the project. Project closeout documents shall include an up-to-date accurate Point Summary Table. The Contractor shall deliver to the State the final Point Summary Table prior to Substantial Completion of the system. The Point Summary Table shall be used as a reference and guide during the commissioning process.
7. The Point Summary Table shall contain all data fields on a single row per point. The Point Summary Table is to have a single master source for all point information in the building that is easily sorted and kept up-to-date. Although a relational database of Device ID-to-point information would be more efficient, the single line format is required as a single master table that will reflect all point information for the building. The point description shall be an easily understandable English-language description of the point.
   Point Summary Table Example
   Row Headers and Examples
   (Transpose for a single point per row format)

Campus	RK
Building Number	006
Building Association	ZZ = no association (default to ZZ)
System Type	Cooling
Equipment Type	Chiller
Point Suffix	CHLR1KW
*Point Name (Object Name)	CA0006ZZ.COOLING.CHILLER.CHLR1KW
*Point Description (Object Description)	Chiller 1 kW
Ethernet Network Number	600
Network Number	610
Device ID	1024006
Device MAC address	24
Object Type	AI
Instance Number	4
Engineering Units	KW
Network Variable?	True
Server Device	1024006
Client Devices	1028006
Included with Functional	

*Represents information that shall reside in the relevant BACnet property for the object

C. Point Naming Convention
   1. All point names shall adhere to the format as established below. Said objects shall include all physical I/O points, calculated points used for standard reports, and all application program parameters. For each BAS object, a specific and unique BACnet object name shall be required.

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2. For each point, four (4) distinct descriptors shall be linked to form each unique object name: Building, System, Equipment, and Point. Use alphanumeric characters. Space and special characters are not allowed. Each of the four descriptors must be bound by a period to form the entire object name. Reference the paragraphs below for an example of these descriptors.
3. The State shall designate the Building descriptor. The System descriptor shall further define the object in terms of air handling, cooling, heating, or other system. The Equipment descriptor shall define the equipment category; e.g., Chiller, Air Handler, or other equipment. The Point descriptor shall define the hardware or software type or function associated with the equipment; e.g., supply temperature, water pressure, alarm, mixed air temperature setpoint, etc. and shall contain any numbering conventions for multiples of equipment; e.g., CHLR1KW, CHLR2KW, BLR2AL (Boiler 2 Alarm), HWP1ST (Hot Water Pump 1 Status).
4. A consistent object (point) naming convention shall be utilized to facilitate familiarity and operational ease across the BAS network. Inter-facility consistency shall be maintained to ensure transparent operability to the greatest degree possible. The table below details the object naming convention and general format of the descriptor string.
   BACnet Object Name Requirements

Descriptors		Comment
Campus, Building Number & Building Association	RK0006ZZ AZ0134ZZ	The Master Building List also has the correct abbreviations for each building.
System	AIRHANDLING - EXHAUST - HEATING - COOLING - UTILITY - ENDUSE - MISC	Boilers and ancillary equipment Chillers and ancillary equipment Main electrical and gas meters Specific building loads by type
Equipment	BOILERS - CHILLERS - FACILITY - TOWERS - WEATHER	Non-specific boiler system points - Non-specific chiller system points
Point Suffix	See Input/Output point summary table for conventions	

5. Examples: Within each object name, the descriptors shall be bound by a period. Within each descriptor, words shall not be separated by dashes, spaces, or other separators as follows:
   a. RK0006ZZ.COOLING.CHILLERS.CHWP1ST
   b. RK0006ZZ.HEATING.BOILERS.BLR1CFH

D. Device Addressing Convention:
1. BACnet network numbers and Device Object IDs shall be unique throughout the network.
2. All assignment of network numbers and Device Object IDs shall be coordinated with the State.
3. Each Network number shall be unique throughout all facilities and shall be assigned in the following manner unless specified otherwise:
   a. BBBFF, where: BBB = 1-655 assigned to each building, FF = 00 for building backbone network, 1-35 indicating floors or separate systems in the building.
4. Each Device Object Identifier property shall be unique throughout the system and shall be assigned in the following manner unless specified otherwise:
   a. XXFFBBB, where: XX = number 0 to 40, FF = 00 for building backbone network, 1-35 indicating floors or separate systems in the building. BBB = 1-655 assigned to each building.

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5. The BAS Contractor shall coordinate with designated State representative to ensure that no duplicate Device Object IDs occur.
6. Alternative Device ID schemes or cross project Device ID duplication if allowed shall be approved before project commencement by the State.

2.13 OPERATOR INTERFACE GRAPHIC SOFTWARE

A. Graphic software shall facilitate user-friendly interface to all aspects of the System Software specified above. The intent of this specification is to require a graphic package that provides for intuitive operation of the systems without extensive training and experience. It shall facilitate logical and simple system interrogation, modification, configuration, and diagnosis.

B. Graphic software shall support multiple simultaneous screens to be displayed and resizable in a web-based environment. All functions excepting text entry functions shall be executable with a mouse.

C. Graphic software shall display current operating mode (i.e. warm-up, dehumidification, et al) for equipment with multiple modes of operation.

D. Graphic software shall provide for multitasking such that other application can be used while the operator is accessing the BAS. Software shall provide the ability to alarm graphically even when operator is in another software package.

E. The software shall be compatible to the current and current minus one versions of Microsoft Windows operating system. The software shall allow for the State's creation of user-defined, color graphic displays of geographic maps, building plans, floor plans, and mechanical and electrical system schematics. These graphics shall be capable of displaying all point information from the database including any attributes associated with each point (i.e., engineering units, etc.). In addition, operators shall be able to command equipment or change setpoints from a graphic through the use of a pointing device; e.g. mouse and touch screen.

F. Screen Penetration: The operator interface shall allow users to access the various system graphic screens via a graphical penetration scheme by using the pointing device to select from menus or 'button' icons. Each graphic screen shall be capable of having a unique list of other graphic screens that are directly linked through the selection of a menu item or button icon.

G. Dynamic Data Displays: Dynamic physical point values shall automatically updated at a minimum frequency of 6 updates per minute without operator intervention. Point value fields shall be displayed with a color code depicting normal, abnormal, override and alarm conditions.

H. Point Override Feature: Each displayed point shall be individually enabled/disabled to allow pointing device driven override of digital points or changing of analog points. Such overrides or changes shall occur in the control unit, not just in the BAS software. The graphic point override feature shall be subject to privilege level protection. Points that are overridden shall be reported as an alarm, and shall be displayed in a coded color. The alarm message shall include the operator's login name. A list of points that are currently in an override state shall be available through menu selection and include the time/date of the override along with the operator's login name that initiated that override.

I. Dynamic Symbols: Provide a selection of standard symbols that change in appearance based on the value of an associated point.
   1. Analog symbol: Provide a symbol that represents the value of an analog point as the length of a line or linear bar.
   2. Digital symbol: Provide symbols such as switches, pilot lights, rotating fan wheels, etc. to represent the value of digital input and output points.
   3. Point Status Color: Graphic presentations shall indicate different colors for different point statuses. (For instance, green = normal, red = alarm, gray (or '???') for non-response.

J. Graphics Development Package: Graphic development and generation software shall be provided to allow the user to add, modify, or delete system graphic displays.
   1. The Contractor shall provide libraries of pre-engineered screens and symbols depicting standard air handling unit components (e.g. fans, cooling coils, filters, dampers, etc.), mechanical system components (e.g., pumps, chillers, cooling towers, boilers, etc.),

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complete mechanical systems (e.g. constant volume-terminal reheat, VAV, etc.) and electrical symbols.

2. The Graphic Development Package shall use a pointing device to allow the user to perform the following:
   a. Define symbols
   b. Position items on graphic screens
   c. Attach physical or virtual points to a graphic
   d. Define background screens
   e. Define connecting lines and curves
   f. Locate, orient and size descriptive text
   g. Define and display colors for all elements
   h. Establish correlation between symbols or text and associated system points or other displays
   i. Create hot spots or link triggers to other graphic displays or other functions in the software

K. Graphic images shall reside on the CSS.

L. The software shall be capable of initiating communication between the BC and the CSS:
   1. Upon user command, to perform all specified functions.
   2. In accordance with user-programmed time schedules to report alarms and upload trend and report data to the CSS.

M. The software shall automatically terminate the communication when all specified functions are completed.

PART 3 - EXECUTION

3.01 SYSTEM CONFIGURATION

A. Contractor shall thoroughly and completely configure BAS system software, supplemental software, network communications, BC and CSS, if necessary .

3.02 SITE-SPECIFIC APPLICATION PROGRAMMING

A. Provide all database creation and site-specific application control programming as required by these Specifications, national and local standards and for a fully functioning system. Contractor shall provide all initial site-specific application programming and thoroughly document programming. Generally meet the intent of the written sequences of operation. It is the Contractor's responsibility to request clarification on sequence issues that require such clarification.

B. All site-specific programming shall be fully documented and submitted for review and approval, both prior to downloading into the panel, at the completion of functional performance testing, and at the end of the warranty period.

C. All programming, graphics and data files must be maintained in a logical system of directories with self-explanatory file names. All files developed for the project will be the property of the State and shall remain on the BC and CSS at the completion of the project.

3.03 PRIVILEGE LEVELS SETUP

A. Set up the following privilege levels to include the specified capabilities:
   1. Level 1: (State's BAS Administrator)
      a. Level 2 capabilities
      b. Configure system software
      c. Modify graphic software
      d. View, add, change and delete user login credentials and privilege levels
      e. All unrestricted system capabilities including all network management functions.
   2. Level 1a (Contractor Technician)
      a. Level 2 capabilities
      b. Configure system software
      c. Modify graphic software

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3. Level 2: (Maintenance Manager)
   a. Level 3 capabilities
   b. Modify control unit programs
4. Level 3: (Senior BAS Technician)
   a. Level 4 capabilities
   b. Override output points
   c. Change setpoints
   d. Change equipment schedules
5. Level 4: (Junior BAS Technician and Trainee)
   a. Level 5 capabilities
   b. Acknowledge alarms
   c. Temporarily override equipment schedules
6. Level 5: (Read Only)
   a. Display all graphic data
   b. Trend point data

B. Contractor shall assist:
   1. State's BAS Administrator with assigning user login credentials and privilege levels, configure system software and modify graphic software.
   2. Maintenance Manger with modifying control unit programs.

3.04 POINT PARAMETERS

A. Provide the following minimum programming for each analog input:
   1. Name
   2. Address
   3. Scanning frequency or COV threshold
   4. Engineering units
   5. Offset calibration and scaling factor for engineering units
   6. High and low alarm values and alarm differentials for return to normal condition
   7. High and low value reporting limits (reasonableness values), which shall prevent control logic from using shorted or open circuit values.
   8. Default value to be used when the actual measured value is not reporting. This is required only for points that are transferred across the primary and/or secondary controlling networks and used in control programs residing in control units other than the one in which the point resides. Events causing the default value to be used shall include failure of the control unit in which the point resides, or failure of any network over which the point value is transferred.
   9. Selectable averaging function that shall average the measured value over a user selected number of scans for reporting.

B. Provide the following minimum programming for each analog output:
   1. Name
   2. Address
   3. Output updating frequency
   4. Engineering units
   5. Offset calibration and scaling factor for engineering units
   6. Output Range
   7. Default value to be used when the normal controlling value is not reporting.

C. Provide the following minimum programming for each digital input:
   1. Name
   2. Address
   3. Engineering units (on/off, open/closed, freeze/normal, etc.)
   4. Debounce time delay
   5. Message and alarm reporting as specified
   6. Reporting of each change of state, and memory storage of the time of the last change of state

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7. Totalization of on-time (for all motorized equipment status points), and accumulated number of off-to-on transitions.

D. Provide the following minimum programming for each digital output:
1. Name
2. Address
3. Output updating frequency
4. Engineering units (on/off, open/closed, freeze/normal, etc.)
5. Direct or Reverse action selection
6. Minimum on-time
7. Minimum off-time
8. Status association with a DI and failure alarming (as applicable)
9. Reporting of each change of state, and memory storage of the time of the last change of state.
10. Totalization of on-time (for all motorized equipment status points), and accumulated number of off-to-on transitions.
11. Default value to be used when the normal controlling value is not reporting.

3.05 TRENDS

A. Contractor shall establish and store trend logs. Trend logs shall be prepared for each physical input and output point, and all dynamic virtual points such as setpoints subject to a reset schedule, intermediate setpoint values for cascaded control loops, and the like as directed by the State.

B. The State will analyze trend logs of the system operating parameters to evaluate normal system functionality. Contractor shall establish these trends and ensure they are being stored properly.
1. Data shall include a single row of field headings and the data thereafter shall be contiguous. Each record shall include a date and time field or single date stamp. Recorded parameters for a given piece of equipment or component shall be trended at the same intervals and be presented in a maximum of two separate 2-dimensional formats with time being the row heading and field name being the column heading.

C. Sample times indicated as COV (±) or change-of-value mean that the changed parameter only needs to be recorded after the value changes by the amount listed. When output to the trending file, the latest recorded value shall be listed with any given time increment record. The samples shall be filled with the latest values also if the points include different time intervals. If the BAS does not have the capability to record based on COV, the parameter shall be recorded based on the interval common to the unit.

D. Trending intervals or COV thresholds shall be dictated by the State upon system start-up.

E. The Contractor shall demonstrate functional trends as specified for a period of 30 days after successful system demonstration before Substantial Completion of the system.

3.06 TREND GRAPHS

A. Prepare controller and graphic software to display graphical format trends. Trended values and intervals shall be the same as those specified.

B. Lines shall be labeled and shall be distinguishable from each other by using either different line types, or different line colors.

C. Indicate engineering units of the y-axis values; e.g. degrees F., inches w.g., Btu/lb, percent open, etc.

D. The y-axis scale shall be chosen so that all trended values are in a readable range. Do not mix trended values on one graph if their unit ranges are incompatible.

E. Trend outside air temperature, humidity, and enthalpy during each period in which any other points are trended.

F. All points trended for one subsystem (e.g. air handling unit, chilled water system, etc.) shall be trended during the same trend period.

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G. Each graph shall be clearly labeled with the subsystem title, date, and times.

3.07 ALARMS

A. Override Alarms: Any point that is overridden through the override feature of the graphic software shall be reported as a Level 3 alarm.

B. Analog Input Alarms: For each analog input, program an alarm message for reporting whenever the analog value is outside of the programmed alarm limits. Report a 'Return-to-Normal' message after the analog value returns to the normal range, using a programmed alarm differential. The alarm limits shall be individually selected by the Contractor based on the following criteria:
   1. Space temperature, except as otherwise stated in sequence of operation: Level 3
      a. Low alarm: 64°F
      b. Low return-to-normal: 68°F
      c. High alarm: 85°F
      d. High return-to-normal: 80°F
   2. Controlled media temperature other than space temperature (e.g. AHU discharge air temperature, steam converter leaving water temperature, condenser water supply, chilled water supply, etc.): Level 3 (If controlled media temperature setpoint is reset, alarm setpoints shall be programmed to follow setpoint)
      a. Low alarm: 3°F below setpoint
      b. Low return-to-normal: 2°F below setpoint
      c. High alarm: 3°F above setpoint
      d. High return-to-normal: 2°F above setpoint
   3. AHU mixed air temperature: Level 4
      a. Low alarm: 45°F
      b. Low return-to-normal: 46°F
      c. High alarm: 90°F
      d. High return-to-normal: 89°F
   4. Duct Pressure:
      a. Low alarm: 0.5”w.g. below setpoint
      b. Low return-to-normal: 0.25”w.g. below setpoint
      c. High alarm: 0.5”w.g. above setpoint
      d. High return-to-normal: 0.25”w.g. above setpoint
   5. Space humidity:
      a. Low alarm: 35%
      b. Low return-to-normal: 40%
      c. High alarm: 75%
      d. High return-to-normal: 70%

C. HOA Switch Tampering Alarms: The Sequences of Operation are based on the presumption that motor starter Hand-Off-Auto (HOA) switches are in the 'Auto' position. [If a motorized equipment unit starts without a prior start command from the FMS, (as sensed by status sensing device), then FMS shall perform the remaining sequence as specified.] BAS shall also enunciate the following Level 5 alarm message if status indicates a unit is operational when the run command is not present:
   1. DEVICE XXXX FAILURE: Status is indicated on the device even though it has been commanded to stop. Check the HOA switch, control relay, status sensing device, contactors, and other components involved in starting the unit. Acknowledge this alarm when the problem has been corrected.

D. Maintenance Alarms: Enunciate Level 5 alarms when runtime accumulation exceeds a value specified by the operator
   1. DEVICE XXXX REQUIRES MAINTENANCE. Runtime has exceeded specified value since last reset.

E. See requirements for additional equipment-specific alarms specified in Section 23 09 59 - Sequences of Operation.

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3.08 GRAPHIC SCREENS

A. Floor Plan Screens: The contract document drawings will be made available to the Contractor in AutoCAD (current version) format upon request. These drawings may be used only for developing backgrounds for specified graphic screens; however the State does not guarantee the suitability of these drawings for the Contractor's purpose.
   1. Provide graphic floor plan screens for each [floor] [wing] [tower] [other] of the building. Indicate the location of all equipment that is not located on the equipment room screens. Indicate the location of temperature sensors associated with each temperature-controlled zone (i.e., VAV terminals, fan-coils, single-zone AHUs, etc.) on the floor plan screens. [Zone background color shall change based on the temperature offset from setpoint]. Display the space temperature point adjacent to each temperature sensor symbol. Use a distinct line symbol to demarcate each terminal unit zone boundary. Use distinct colors to demarcate each air handling unit zone. [Mechanical floor plan drawings will be made available to the contractor upon request for the purpose of determining zone boundaries.] Indicate room numbers as provided by the State. Provide a drawing link from each space temperature sensor symbol and equipment symbol shown on the graphic floor plan screens to each corresponding equipment schematic graphic screen.
   2. Provide graphic floor plan screens for each mechanical equipment room and a plan screen of the roof. Indicate the location of each item of mechanical equipment. Provide a drawing link from each equipment symbol shown on the graphic plan view screen to each corresponding mechanical system schematic graphic screen.
   3. If multiple floor plans are necessary to show all areas, provide a graphic building key plan. Use elevation views and/or plan views as necessary to graphically indicate the location of all of the larger scale floor plans. Link graphic building key plan to larger scale partial floor plans. Provide links from each larger scale graphic floor plan screen to the building key plan and to each of the other graphic floor plan screens.
   4. Provide a graphic site plan with links to and from each building plan.

B. System Schematic Screens: Provide graphic system schematic screen for each subsystem controlled with each I/O point in the project appearing on at least one graphic screen. System graphics shall include flow diagrams with status, setpoints, current analog input and output values, operator commands, etc. as applicable. General layout of the system shall be schematically correct. Input/output devices shall be shown in their schematically correct locations. Include appropriate engineering units for each displayed point value. Verbose names (English language descriptors) shall be included for each point on all graphics; this may be accomplished by the use of a hover box when the operator moves the cursor over the displayed point. Indicate all adjustable setpoints on the applicable system schematic graphic screen or, if space does not allow, on a supplemental linked-setpoint screen.
   1. Provide graphic screens for each air handling system. Indicate outside air temperature and enthalpy, and mode of operation as applicable (i.e., occupied, unoccupied, warm-up, cool-down). Link screens for air handlers to the heating system and cooling system graphics. Link screens for supply and exhaust systems if they are not combined onto one screen.
   2. Provide a graphic screen for each zone. Provide links to graphic system schematic screens of air handling units that serve the corresponding zone.
   3. Provide a cooling system graphic screen showing all points associated with the chillers, cooling towers and pumps. Indicate outside air dry-bulb temperature and calculated wet-bulb temperature. Link screens for chilled water and condenser water systems if they cannot fit onto one cooling plant graphic screen.
   4. Link screens for heating and cooling system graphics to utility history reports showing current and monthly electric uses, demands, peak values, and other pertinent values.

C. Bar Chart Screens: On each graphic Bar Chart Screen, provide drawing links to the graphic air handling unit schematic screens.
   1. Provide a graphic chilled water valve screen showing the analog output signal of all chilled water valves in a bar chart format, with signals expressed as percentage of fully open

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valve (percentage of full cooling). Indicate the discharge air temperature and setpoint of each air handling unit, cooling system chilled water supply and return temperatures and the outside air temperature and humidity on this graphic. Provide drawing links between the graphic cooling plant screen and this graphic screen.

2. Provide a graphic heating water valve screen showing the analog output signal of all air handling unit heating water valves in a bar chart format, with signals expressed as percentage of fully open valve (percentage of full heating). Indicate the temperature of the controlled medium (such as AHU discharge air temperature or zone hot water supply temperature) and the associated setpoint and the outside air temperature and humidity.

D. Alarms: Each programmed alarm shall appear on at least one graphic screen. In general, alarms shall be displayed on the graphic system schematic screen for the system that the alarm is associated with (for example, chiller alarm shall be shown on graphic cooling system schematic screen). For all graphic screens, display analog values that are in a 'high alarm' condition in a red color, 'low alarm' condition in a blue color. Indicate digital values that are in alarm condition in a red color.

END OF SECTION

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SECTION 23 09 58
SEQUENCE OF OPERATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Central Plant Monitoring

1.02 RELATED DOCUMENTS:

A. Section 23 09 50 - Building Automation System (BAS) General

B. Section 23 09 51 - BAS Basic Materials, Interface Devices, and Sensors

C. Section 23 09 53 - BAS Field Panels

D. Section 23 09 54 - BAS Communications Devices

E. Section 23 09 55 - BAS Software

F. Section 23 09 59 - BAS Commissioning

1.03 SYSTEM DESCRIPTION

A. The systems to be controlled under work of this section basically comprise (describe the scope of the project). The systems being controlled are (describe the configuration of and the type of systems included in the project).

B. This Section defines the manner and method by which controls function.

1.04 SUBMITTALS

A. Refer to Section 23 09 50 and Division 1 for requirements for control shop drawings, product data, User Manual, etc.

B. Programming Manual: Provide BAS system programming manual as well as documentation of site-specific programming prior to the start of Acceptance Phase.

1.05 PROJECT RECORD DOCUMENTS

A. Within two weeks of the completion of commissioning, provide record documents to represent the final control configuration with actual setpoints and tuning parameters as existed at acceptance.

B. Record documents shall be modified control drawings with the actual installed information. Drawings shall be delivered in both reproducible hard copy and electronic format in AutoCAD (current version) drawing files. Provide all supporting files, blocks, fonts, etc. required by the drawings.

C. Provide final points list as described above.

D. Provide final detailed wiring diagrams with all wire numbers and termination points indicated.

E. Accurately record final sequences and control logic made after submission of shop drawings.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

A. Sequences specified herein indicate the functional intent of the systems operation and may not fully detail every aspect of the programming that may be required to obtain the indicated operation. Contractor shall provide all programming necessary to obtain the sequences/system operation indicated.

B. When an air handling unit is not in operation, control devices shall remain in their “off” positions. “Off” positions may differ from the “normal” (meaning failed) position. Except as specified otherwise, “off” and “normal” positions of control devices shall be as follows:

Device	"Off Position"	"Normal Position"

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Heating coil valves	closed	open
Cooling coil valves	closed	closed
Outside air damper	closed	closed
Return air damper	open	open
Exhaust/relief air damper	closed	closed
Var. Freq. Drive	off	Min. speed

C. Except as specified otherwise, throttling ranges, proportional bands, and cycle differentials shall be centered on the associated setpoint. All modulating feedback control loops shall include the capability of having proportional, integral, and derivative action. Unless the loop is specified "proportional only" or "P+I", Contractor shall apply appropriate elements of integral and derivative gain to each control loop which shall result in stable operation, minimum settling time, and shall maintain the primary variable within the specified maximum allowable variance.

D. Scheduling Terminology: When air handlers are scheduled throughout the day, the following defines the terminology used (Designer coordinate with The State regarding actual occupancy schedules and initial setpoints):
   1. Occupied Period: Period of time when the building is in use and occupied. Unless indicated otherwise, this period is defined as X:XX AM - X:XX PM weekdays and X:XX AM to 12:00PM (noon) Saturdays. Exclude all national holidays. Generally systems will be fully operational throughout this period and ventilation air shall be continuously introduced. Space temperature setpoints will generally be in the "normal" range of 69-77°F.
   2. Unoccupied period: Period of time when the building or zone is not in use and unoccupied. Ventilation air shall not be introduced.
   3. Preoccupancy Period: Time prior to the Occupied period when the systems are returning the space temperatures from setback to "normal" or occupied setpoints (warm-up and cool-down). Ventilation air shall not be introduced unless outside air conditions permit free-cooling. Time period shall be determined by an optimum start strategy unless otherwise specified.
   4. Setback Period: Setback will typically coincide start with the end of the occupied period and end with the start of the preoccupancy period, however it shall be provided with its own schedule. Generally systems will be off except to maintain a "setback" temperature.

E. Where any sequence or occupancy schedule calls for more than one motorized unit to start simultaneously, the BAS start commands shall be staggered by 5 second (adj.) intervals to minimize inrush current.

F. Alarm messages specified throughout the sequences are assigned to discrete priority levels. Priority levels dictate the handling and destination of alarm reports, and are defined in Section 23 09 55 - ATC System Software and Programming.

G. Wherever a value is indicated as adjustable (adj.), it shall be modifiable, with the proper privilege level, from the operator interface or via a function block menu. For these points, it is unacceptable to have to modify programming statements to change the setpoint.

H. When a power failure is detected in any phase, the BAS start commands shall be retracted immediately from all electrically powered units served by the failed power source. If the associated primary control unit (PCU) is powered by normal or emergency power, it may monitor its own power source as an indication of power status. If the PCU is powered by uninterruptable power supply (UPS), or if PCU is not capable of monitoring its own power for use in sequences, Contractor shall provide at least one voltage monitor (three phase when applicable) per building. When the BAS detects that power has been restored, all equipment for which the BAS start command had been retracted shall be automatically restarted on staggered 5 second intervals to minimize inrush current. When loss of equipment status coincides with a power failure, system shall not alarm individual equipment failures. Instead, only a single Level 2 alarm shall be enunciated as follows:

NOT FOR BIDDING PURPOSES

1. BUILDING XXXX POWER FAILURE: Notify electric shop. Acknowledge alarm when power is restored.

I. Where reset action is specified in a sequence of operation, but a reset schedule is not indicated on the drawings, one of the following methods shall be employed:
   1. Contractor shall determine a fixed reset schedule which shall result in stable operation and shall maintain the primary variable within the specified maximum allowable variance.
   2. A floating reset algorithm shall be used which increments the secondary variable setpoint (setpoint of control loop being reset) on a periodic basis to maintain primary variable setpoint. The recalculation time and reset increment shall be chosen to maintain the primary variable within the specified maximum allowable variance.
   3. Primary variable shall control the devices directly using a PID feedback control loop without resetting the secondary variable. However, the control devices shall still modulate as necessary to maintain upper and lower limits on the secondary variable. Proportional band, integral gain, and derivative term shall be selected to maintain the primary variable within the specified maximum allowable tolerance while minimizing overshoot and settling time. Contractor shall gain prior approval for implementing this method of reset.

J. Where a supply air temperature or duct pressure setpoint is specified to be reset by the space temperature of the zones calling for the most cooling/heating, the following method shall be employed:
   1. A floating reset algorithm shall be used which increments the secondary variable (e.g., supply air temperature or duct pressure) setpoint on a periodic basis to maintain primary variable (e.g. space temperature) setpoint. The reset increment shall be determined by the quantity of “need heat” or “need cool” requests from individual SCU's. A SCU's “need heat” virtual point shall activate whenever the zone's space temperature falls below the currently applicable (occupied or unoccupied) heating setpoint throttling range. A SCU's “need cool” virtual point shall activate whenever the zone's space temperature rises above the currently applicable (occupied, unoccupied, or economy) cooling setpoint throttling range. The recalculation time and reset increment shall be chosen to maintain the primary variable within the specified maximum allowable variance while minimizing overshoot and settling time. Reset range maximum and minimum values shall limit the setpoint range.

K. Where “prove operation” of a device (generally controlled by a digital output) is indicated in the sequence, it shall require that the BAS shall, after an adjustable time delay after the device is commanded to operate (feedback delay) , confirm that the device is operational via the status input. If the status point does not confirm operation after the time delay or anytime thereafter for an adjustable time delay (debounce delay) while the device is commanded to run, an alarm shall be enunciated audibly and via an alarm message at the operator interface and print at the alarm printers. A descriptive message shall be attached to the alarm message indicating the nature of the alarm and actions to be taken. Contractor shall provide messages to meet this intent. [Upon failure of equipment with redundant backup, run command shall be removed from equipment and the device shall be locked out until the alarm is manually acknowledged. Upon failure of equipment without redundant backup, run command shall remain energized and the alarm shall be latched until reset by an operator.BAS shall provide for adjustable maximum rates of change for increasing and decreasing output from the following analog output points:
   1. Speed control of variable speed drives
   2. Chiller supply water temperature setpoint reset
   3. Chiller demand limit
   4. Travel rate of tower isolation and chiller isolation valves

L. Wherever a value is indicated to be dependent on another value (i.e.: setpoint plus 5°F) BAS shall use that equation to determine the value. Simply providing a virtual point that the operator must set is unacceptable. In this case three virtual points shall be provided. One to store the parameter (5°F), one to store the setpoint, and one to store the value which is the result of the equation.

M. The following chilled water sequence applies to the classic primary/secondary chilled water system where the bypass is positioned for equal percent unloading of all chillers, constant

NOT FOR BIDDING PURPOSES

speed primary pumps one per chiller, multiple secondary chilled water pumps controlled from a variable speed drive. Various staging scenarios are included and the designer should select the most optimal method for the applicable job.

3.02 CENTRAL PLANT EQUIPMENT - MONITORING AND MANAGEMENT

A. General: The BAS shall monitor various aspects of the heating and cooling systems and calculate parameters as specified below to facilitate plant operations and management.

B. Trending: The BAS shall continuously monitor, calculate and display the following parameters at the intervals indicated. These values shall be stored and reported per the trending requirements defined in Section 23 09 55.

C. Parameters to be trended:
   1. Load on the secondary systems in MBH per the following equation: (Return Temp-Supply Temp) * (GPM) / .5. This shows cooling as a positive heat load and heating as a negative heat load. Note that multipliers on this value to accommodate the BAS processors are acceptable as long as they are clearly indicated. This value shall be trended and stored every two hours.
   2. All temperature sensors at 1 hour intervals
   3. All relative humidity sensors at 1 hour intervals
   4. All pressure sensors at 1 hour intervals
   5. All run requests and statuses on a change in value
   6. All analog loop outputs on 1 hour intervals
   7. Calculated enthalpies in 2 hour intervals
   8. Summed cooling and heating requests on 2 hour intervals

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 23 09 69

VARIABLE FREQUENCY CONTROLLERS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. This Section includes solid-state, PWM, VFCs for speed control of three-phase motors.

1.03 DEFINITIONS

A. BMS: Building management system.

B. IGBT: Integrated gate bipolar transistor.

C. LAN: Local area network.

D. PID: Control action, proportional plus integral plus derivative.

E. PWM: Pulse-width modulated.

F. VFC: Variable frequency controller.

1.04 SUBMITTALS

A. Product Data: For each type of VFC, provide dimensions; mounting arrangements; location for conduit entries; shipping and operating weights; and manufacturer's technical data on features, performance, electrical ratings, characteristics, and finishes.

B. Shop Drawings (for each VFC):
   1. Include dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Show tabulations of installed devices, equipment features, and ratings. Include the following:
      a. Each installed unit's type and details.
      b. Nameplate legends.
      c. Short-circuit current ratings of integrated unit.
      d. UL listing for series rating of overcurrent protective devices in combination controllers.
   2. Wiring Diagrams: Power, signal, and control wiring for VFC. Provide schematic wiring diagram for each type of VFC.

C. Coordination Drawings: Floor plans showing dimensioned layout, required working clearances, and required area above and around VFCs where pipe and ducts are prohibited. Show VFC layout and relationships between electrical components and adjacent structural and mechanical elements. Show support locations, type of support, and weight on each support. Indicate field measurements.

D. Qualification Data: For testing agency and manufacturer.

E. Field Test Reports: Written reports specified in Part 3.

F. Manufacturer's field service report.

G. Operation and Maintenance Data: For VFCs, all installed devices, and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section " Operation and Maintenance Data," include the following:
   1. Routine maintenance requirements for VFCs and all installed components.
   2. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.

H. Load-Current and Overload-Relay Heater List: Compile after motors have been installed and arrange to demonstrate that selection of heaters suits actual motor nameplate full-load currents.

I. Load-Current and List of Settings of Adjustable Overload Relays: Compile after motors have been installed and arrange to demonstrate that dip switch settings for motor running overload protection suit actual motor to be protected.

NOT FOR BIDDING PURPOSES

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Maintain, within 100 miles of Project site, a service center capable of providing training, parts, and emergency maintenance and repairs.

B. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.

C. Source Limitations: Obtain VFCs of a single type through one source from a single manufacturer.

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

E. Comply with NFPA 70.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Store VFCs indoors in clean, dry space with uniform temperature to prevent condensation. Protect VFCs from exposure to dirt, fumes, water, corrosive substances, and physical damage.

1.07 COORDINATION

A. Coordinate layout and installation of VFCs with other construction including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

B. Coordinate features of VFCs, installed units, and accessory devices with pilot devices and control circuits to which they connect.

C. Coordinate features, accessories, and functions of each VFC and each installed unit with ratings and characteristics of supply circuit, motor, required control sequence, and duty cycle of motor and load.

1.08 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents:
   1. Spare Fuses: Furnish one spare for every five installed, but not less than one set of three of each type and rating
   2. Indicating Lights: Two of each type installed.

PART 2 - PRODUCTS

2.01 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:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. ABB Power Distribution, Inc.; ABB Control, Inc. Subsidiary.
   2. Yaskawa, Inc.
   3. Danfoss

2.02 VARIABLE FREQUENCY CONTROLLERS

A. Unit and options shall be UL508 Listed as a complete assembly.

B. Unit shall be listed for minimum 100 KA SCCR without the need for external input fuses.

C. Microprocessor based Bypass Controller - Manual or automatic (selectable) transfer to line power via contactors. A keypad to control the bypass controller is to be mounted on the enclosure door. The bypass keypad shall include a one line diagram and status LEDs to indicate the mode of operation and “External Fault” conditions. When in the “Normal” mode, the bypass contactor is open and the drive output contactor is closed. In the “Test” position, both contactors are open, in the “Bypass” position, the drive output contactor is open, and the

NOT FOR BIDDING PURPOSES

bypass contactor is closed. Start/stop via customer supplied maintained contact shall be 24V or 115V compatible and shall function in both the "Normal" and "Bypass" modes. The voltage tolerance of the bypass power supply shall be ± 35% to eliminate the problem of contactor coil burnout. The design shall include single-phase protection in both the AFD and bypass modes.

D. Customer Interlock Terminal Strip – provide a separate terminal strip for connection of freeze, fire, smoke contacts, and external start command. Include fireman's override and damper control circuit as standard. All external safety interlocks shall remain fully functional whether the system is in Hand, Auto, or Bypass modes.

E. Automatic bypass operation shall be selectable in the standard microprocessor based bypass design.

F. Door / cover interlocked circuit breaker disconnect switch which will disconnect all input power from the drive and all internally mounted options. The disconnect handle shall be through the door, and be padlockable in the "Off" position.

G. Fast acting semi-conductor fuses exclusive to the AFD – fast acting semi-conductor fuses allow the AFD to disconnect from the line prior to clearing upstream branch circuit protection, maintaining bypass capability. Bypass designs which have no such fuses, or that incorporate fuses common to both the AFD and the bypass will not be accepted. In such designs, a fuse clearing failure would render the bypass unusable.

H. Class 10 or 20 (selectable) electronic motor overload protection shall be included in the microprocessor bypass to protect the motor in bypass mode.

I. 3% DC line reactor

J. Input AC Line Reactor

K. The following operating information displays shall be standard on the AFD digital display. All applicable operating values shall be capable of being displayed in engineering (user) units. A minimum of two operating values from the list below shall be capable of being displayed at all times. The display shall be in complete English words (alpha-numeric codes are not acceptable):
   1. Output Frequency
   2. Motor Speed (RPM, %, or Engineering units)
   3. Motor Current
   4. Calculated Motor Torque
   5. Calculated Motor Power (kW)
   6. DC Bus Voltag
   7. Output Voltage
   8. Heatsink Temperature (0F)
   9. Analog Input Values
   10. Analog Output Value
   11. Keypad Reference Values
   12. Elapsed Time Meter (resettable)
   13. kWh meter (resettable)
   14. mWh meter
   15. Digital input status
   16. Digital output status

L. Communications: Provide an ethernet interface allowing VFC to be used with an external system within a multidrop LAN configuration. Interface shall allow all parameter settings of VFC to be programmed via a BACNet IP BMS. Provide capability for VFC to retain these settings within the nonvolatile memory.

2.03 ENCLOSURES

A. Enclosure: NEMA 250 Type I, with hinged full front access.

NOT FOR BIDDING PURPOSES

2.04 FACTORY FINISHES

A. Finish: Manufacturer's standard paint applied to factory-assembled and -tested VFCs before shipping.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine areas, surfaces, and substrates to receive VFCs for compliance with requirements, installation tolerances, and other conditions affecting performance.

B. Examine roughing-in for conduit systems to verify actual locations of conduit connections before VFC installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. Anchor each VFC assembly to steel-channel sills arranged and sized according to manufacturer's written instructions. Attach by bolting. Level and grout sills flush with VFC mounting surface.

B. Controller Fuses: Install fuses in each fusible switch. Comply with requirements in Division 26 Section "Fuses."

3.03 IDENTIFICATION

A. Identify VFCs, components, and control wiring according to Division 15 Section "Mechanical identification."

B. Operating Instructions: Frame printed operating instructions for VFCs, including control sequences and emergency procedures. Fabricate frame of finished metal, and cover instructions with clear acrylic plastic. Mount on front of VFC units.

3.04 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including pretesting and adjusting VFCs.

B. Test Reports: Prepare a written report to record the following:
   1. Test procedures used.
   2. Test results that comply with requirements.
   3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

3.05 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

B. Complete installation and startup checks according to manufacturer's written instructions.

3.06 CLEANING

A. Clean VFCs internally, on completion of installation, according to manufacturer's written instructions. Vacuum dirt and debris; do not use compressed air to assist in cleaning.

3.07 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain VFCs.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 23 21 13
HYDRONIC PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Condenser water piping, above grade.

B. Pipe and pipe fittings for:
   1. Condenser water piping system.
   2. Equipment drains and overflows.

C. Pipe hangers and supports.

D. Unions, flanges, mechanical couplings, and dielectric connections.

E. Valves:
   1. Gate valves.
   2. Globe or angle valves.
   3. Ball valves.
   4. Manual Calibrated Balancing Valves
   5. Butterfly valves.
   6. Check valves.

1.02 RELATED REQUIREMENTS

A. Section 23 05 48 - Vibration and Seismic Controls for HVAC Piping and Equipment.

B. Section 23 05 53 - Identification for HVAC Piping and Equipment.

C. Section 23 07 19 - HVAC Piping Insulation.

D. Section 23 25 00 - HVAC Water Treatment: Pipe cleaning.

1.03 REFERENCE STANDARDS

A. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Welding, Brazing, and Fusing Qualifications; 2015.

B. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300; 2011.

C. ASME B16.3 - Malleable Iron Threaded Fittings; The American Society of Mechanical Engineers; 1998 (R2006).

D. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2012.

E. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings; 2013.

F. ASME B31.9 - Building Services Piping; 2014.

G. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings; The American Society of Mechanical Engineers; 2001 (R2005).

H. ASME B31.9 - Building Services Piping; The American Society of Mechanical Engineers; 2008 (ANSI/ASME B31.9).

I. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2012.

J. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service; 2015.

K. ASTM B32 - Standard Specification for Solder Metal; 2008 (Reapproved 2014).

L. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2014.

M. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric); 2013.

N. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120; 2015.

O. ASTM D2241 - Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series); 2015.

NOT FOR BIDDING PURPOSES

P. ASTM D2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40; 2013.

Q. ASTM D2467 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80; 2006.

R. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings; 1996 (Reapproved 2010).

S. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers; 1992 (Reapproved 2008).

T. AWS A5.8/A5.8M - Specification for Filler Metals for Brazing and Braze Welding; 2011 and errata.

U. AWS A5.8/A5.8M - Specification for Filler Metals for Brazing and Braze Welding; American Welding Society; 2004 and errata.

V. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015.

W. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2009.

1.04 SUBMITTALS

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

B. Product Data: Include data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalogue information. Indicate valve data and ratings.

C. Welders Certificate: Include welders certification of compliance with ASME BPVC-IX.

1.05 QUALITY ASSURANCE

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

B. Welder Qualifications: Certify in accordance with ASME BPVC-IX.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.

B. Provide temporary protective coating on cast iron and steel valves.

C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

1.07 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 HYDRONIC SYSTEM REQUIREMENTS

A. Comply with ASME B31.9 and applicable federal, state, and local regulations.

B. Piping: Provide piping, fittings, hangers and supports as required, as indicated, and as follows:
   1. Where more than one piping system material is specified, provide joining fittings that are compatible with piping materials and ensure that the integrity of the system is not jeopardized.
   2. Use non-conducting dielectric connections whenever jointing dissimilar metals. Provide shut off valve to allow for replacement of the fitting without draining the entire system. The shut off valve shall be constructed of the material matching the pipe it's on.
   3. Provide pipe hangers and supports in accordance with ASME B31.9 or MSS SP-58 unless indicated otherwise.
   4. Provide pipe hangers and supports in accordance with ASME B31.9 unless indicated otherwise.

NOT FOR BIDDING PURPOSES

C. Pipe-to-Valve and Pipe-to-Equipment Connections: Use flanges, unions, or grooved couplings to allow disconnection of components for servicing; do not use direct welded, soldered, or threaded connections.

D. Valves: Provide valves where indicated:
   1. Provide drain valves where indicated, and if not indicated provide at least at main shut-off, low points of piping, bases of vertical risers, and at equipment. Use 3/4 inch gate valves with cap; pipe to nearest floor drain.
   2. Isolate equipment using butterfly valves with lug end flanges or grooved mechanical couplings.
   3. For throttling, bypass, or manual flow control services, use globe valves.
   4. For throttling and isolation service in chilled and condenser water systems, use only butterfly valves.
   5. In heating water or chilled water systems, butterfly valves may be used interchangeably with gate and globe valves.
   6. For shut-off and to isolate parts of systems or vertical risers, use gate, ball, or butterfly valves.

E. Welding Materials and Procedures: Conform to ASME BPVC-IX.

2.02 CONDENSER WATER PIPING, ABOVE GRADE

A. The intent is to provide Copper Tube up to 2" and Steel piping for larger than 2" within the mechanical room for this project. However we would like to minimize the change in materials therefore, should a condition be found that maintaining one piping material for a short length in a size not listed for that material would reduce the amount of dielectric fitings, this condition shall be presented to the engineer for review.

B. Steel Pipe: ASTM A53/A53M, Schedule 40, black.
   1. Welded Joints: ASTM A234/A234M, wrought steel welding type fittings with finish matching piping; AWS D1.1/D1.1M welded.
   2. Threaded Joints: ASME B16.3, malleable iron fittings with finish matching piping.

C. Copper Tube: ASTM B88 (ASTM B88M), Type K (A), drawn; using one of the following joint types:
   1. Solder Joints: ASME B16.18 cast brass/bronze or ASME B16.22 solder wrought copper fittings.
      a. Solder: ASTM B32 lead-free solder, HB alloy (95-5 tin-antimony) or tin and silver.
      b. Braze: 1 BCuP copper/silver alloy.
   2. Tee Connections: Mechanically extracted collars with notched and dimpled branch tube.

2.03 EQUIPMENT DRAINS AND OVERFLOWS

A. Steel Pipe: ASTM A53/A53M, Schedule 40 galvanized; using one of the following joint types:
   1. Threaded Joints: Galvanized cast iron, or ASME B16.3 malleable iron fittings.

B. Copper Tube: ASTM B88 (ASTM B88M), Type K (A), drawn; using one of the following joint types:
   1. Solder Joints: ASME B16.18 cast brass/bronze or ASME B16.22 solder wrought copper fittings; ASTM B32 lead-free solder, HB alloy (95-5 tin-antimony) or tin and silver.

C. PVC Pipe: ASTM D1785, Schedule 40, or ASTM D2241, SDR 21 or 26.
   1. Fittings: ASTM D2466 or D2467, PVC.
   2. Joints: Solvent welded in accordance with ASTM D2855.

2.04 PIPE HANGERS AND SUPPORTS

A. Provide hangers and supports that comply with MSS SP-58.
   1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.

B. Conform to ASME B31.9.

C. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch: Malleable iron, adjustable swivel, split ring.

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D. Hangers for Cold Pipe Sizes 2 Inches and Greater: Carbon steel, adjustable, clevis.

E. Hangers for Hot Pipe Sizes 2 to 4 Inches: Carbon steel, adjustable, clevis.

F. Hangers for Hot Pipe Sizes 6 Inches and Greater: Adjustable steel yoke, cast iron roll, double hanger.

G. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.

H. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.

I. Wall Support for Pipe Sizes 4 Inches and Greater: Welded steel bracket and wrought steel clamp.

J. Vertical Support: Steel riser clamp.

K. Hanger Rods: Mild steel threaded both ends, threaded one end, or continuous threaded.

2.05 UNIONS, FLANGES, MECHANICAL COUPLINGS, AND DIELECTRIC CONNECTIONS

A. Unions for Pipe 2 Inches and Less:

B. Flanges for Pipe 2 Inches and Greater:
   1. Gaskets: 1/16 inch thick preformed neoprene.

C. Dielectric Connections:
   1. Waterways:
      a. Water impervious insulation barrier capable of limiting galvanic current to 1 percent of short circuit current in a corresponding bimetallic joint.
      b. Dry insulation barrier able to withstand 600 volt breakdown test.
      c. Construct of galvanized steel with threaded end connections to match connecting piping.
      d. Suitable for the required operating pressures and temperatures.
   2. Flanges:
      a. Dielectric flanges with same pressure ratings as standard flanges.
      b. Water impervious insulation barrier capable of limiting galvanic current to 1 percent of short circuit current in a corresponding bimetallic joint.
      c. Dry insulation barrier able to withstand 600 volt breakdown test.
      d. Construct of galvanized steel with threaded end connections to match connecting piping.
      e. Suitable for the required operating pressures and temperatures.

2.06 GATE VALVES

A. Manufacturers:
   1. Tyco Flow Control: www.tycoflowcontrol.com.
   2. Conbraco Industries: www.apollovalves.com.
   3. Nibco, Inc: www.nibco.com.
   4. Milwaukee Valve Company: www.milwaukeevalve.com.

B. Up To and Including 2 Inches:
   1. Bronze body, bronze trim, union bonnet, rising stem, lockshield stem, inside screw with backseating stem, solid wedge disc, alloy seat rings, solder ends.

C. Over 2 Inches:
   1. Iron body, bronze trim, bolted bonnet, rising stem, handwheel, outside screw and yoke, solid wedge disc with bronze seat rings, flanged ends.

2.07 GLOBE OR ANGLE VALVES

A. Manufacturers:
   1. Tyco Flow Control: www.tycoflowcontrol.com.
   2. Conbraco Industries: www.apollovalves.com.
   3. Nibco, Inc: www.nibco.com.
   4. Milwaukee Valve Company: www.milwaukeevalve.com.

B. Up To and Including 2 Inches:

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1. Bronze body, bronze trim, union bonnet, rising stem and handwheel, inside screw with backseating stem, renewable plug disc and stainless steel seat ring, solder ends.
2. Balancing ports and caps must be provided with globe or angle valves used for balancing.

C. Over 2 Inches:
1. Iron body, bronze trim, bolted bonnet, rising stem, handwheel, outside screw and yoke, rotating plug-type disc with renewable seat ring and disc, flanged ends.
2. Balancing ports and caps must be provided with globe or angle valves used for balancing.

2.08 BALL VALVES

A. Manufacturers:
1. Tyco Flow Control: www.tycoflowcontrol.com.
2. Conbraco Industries: www.apollovalves.com.
3. Nibco, Inc: www.nibco.com.
4. Milwaukee Valve Company: www.milwaukeevalve.com.

B. Up To and Including 2 Inches:
1. Bronze one piece body, chrome plated brass ball, teflon seats and stuffing box ring, lever handle with balancing stops, solder ends with union.

2.09 MANUAL CALIBRATED BALANCING VALVES

A. Valve Characteristics ½" to 2" "Y" Pattern Globe
1. 300 psi/2065 kPa, y-pattern, globe type with soldered or threaded ends, non-ferrous Ametal® brass copper alloy body, EPDM o-ring seals. 4-turn digital readout handwheel for balancing, hidden memory feature with locking tamper-proof setting, and connections for portable differential meter. Tour and Andersson TA Series 786-STAS or 787-STAD or equal by Armstrong or Wheatley.

B. Valve Characteristics 2 ½ to 16" "Y" Pattern Globe
1. 300 psi/2065 kPa, y-pattern, globe type with flanged or grooved ends, ASTM A536 ductile iron body, all other metal parts of Ametal® brass copper alloy, EPDM O-ring seals. 8, 12, 16, 20 or 22 turn digital readout handwheel for balancing, hidden memory feature with locking tamper-proof setting, and connections for portable differential meter. Tour and Andersson TA Series 788-STAF or 789-STAG or equal by Armstrong or Wheatley.

C. Balancing Meter
1. A balancing meter is required to be left with the owner after commissioning, the balancing meter shall be from the same provider as the balancing valves, Victaulic. The Series 734 TA-Scope, or TA Series 73M CMI Pressure Differential Meter are acceptable and are manufactured by Tour and Andersson and provided by Victaulic. Needle gauge type meters will not be allowed.

2.10 BUTTERFLY VALVES

A. Manufacturers:
1. Tyco Flow Control: www.tycoflowcontrol.com.
2. Hammond Valve: www.hammondvalve.com.
3. Crane Co.: www.cranevalve.com.
4. Milwaukee Valve Company: www.milwaukeevalve.com.

B. Body: Cast or ductile iron with resilient replaceable EPDM seat, wafer, lug, or grooved ends, extended neck.

C. Disc: Construct of aluminum bronze, chrome plated ductile iron, stainless steel, ductile iron with EPDM enscapsulation, or Buna-N enscapsulation.

D. Body: Cast or ductile iron with resilient replaceable EPDM seat, wafer or lug ends, extended neck.

E. Disc: Stainless steel.

F. Operator: Infinite position lever handle with memory stop.

NOT FOR BIDDING PURPOSES

2.11 SPRING LOADED CHECK VALVES

A. Manufacturers:
   1. Tyco Flow Control: www.tycoflowcontrol.com.
   2. Hammond Valve: www.hammondvalve.com.
   3. Crane Co.: www.cranevalve.com.
   4. Milwaukee Valve Company: www.milwaukeevalve.com.

B. Iron body, bronze trim, split plate, hinged with stainless steel spring, resilient seal bonded to body, wafer or threaded lug ends.

PART 3 EXECUTION

3.01 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and dirt on inside and outside before assembly.

C. Prepare piping connections to equipment using jointing system specified.

D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

E. After completion, fill, clean, and treat systems. Refer to Section 23 25 00 for additional requirements.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855.

C. Route piping in orderly manner, parallel to building structure, and maintain gradient.

D. Install piping to conserve building space and to avoid interfere with use of space.

E. Group piping whenever practical at common elevations.

F. Sleeve pipe passing through partitions, walls and floors.

G. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified.

H. Slope piping and arrange to drain at low points.

I. Pipe Hangers and Supports:
   1. Install in accordance with ASME B31.9, ASTM F708, or MSS SP-58.
   2. Support horizontal piping as scheduled.
   3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
   4. Place hangers within 12 inches of each horizontal elbow.
   5. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
   6. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
   7. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
   8. Prime coat exposed steel hangers and supports. Refer to Section 09 91 23. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

J. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 23 07 19.

K. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welds.

L. Install valves with stems upright or horizontal, not inverted.

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3.03 SCHEDULES

A. Hanger Spacing for Copper Tubing.
   1. 1/2 inch and 3/4 inch: Maximum span, 5 feet; minimum rod size, 1/4 inch.
   2. 1 inch: Maximum span, 6 feet; minimum rod size, 1/4 inch.
   3. 1-1/2 inch and 2 inch: Maximum span, 8 feet; minimum rod size, 3/8 inch.

B. Hanger Spacing for Steel Piping.
   1. 2-1/2 inches: Maximum span, 11 feet; minimum rod size, 3/8 inch.
   2. 3 inches: Maximum span, 12 feet; minimum rod size, 3/8 inch.
   3. 4 inches: Maximum span, 14 feet; minimum rod size, 1/2 inch.
   4. 6 inches: Maximum span, 17 feet; minimum rod size, 1/2 inch.
   5. 8 inches: Maximum span, 19 feet; minimum rod size, 5/8 inch.
   6. 10 inches: Maximum span, 20 feet; minimum rod size, 3/4 inch.
   7. 12 inches: Maximum span, 23 feet; minimum rod size, 7/8 inch.

END OF SECTION

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SECTION 23 25 00
HVAC WATER TREATMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Materials.
   1. System cleaner.
   2. Closed system treatment (water).
   3. Condenser water system treatment (cooling towers).
   4. Open system treatment (humidifiers, air washers, evaporative condensers, small cooling towers, liquid coolers).

B. By-pass (pot) feeder.

C. Cleaning of piping systems.

D. Chemical feeder equipment.

E. Chemical treatment.

1.02 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary: State of Delaware OMB - Division of Facilities Management furnished treatment equipment.

B. Section 01 60 00 - Product Requirements: State of Delaware OMB - Division of Facilities Management furnished treatment equipment.

C. Section 23 21 13 - Hydronic Piping.

D. Section 26 27 17 - Equipment Wiring: Electrical characteristics and wiring connections.

1.03 SUBMITTALS

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

B. Product Data: Provide chemical treatment materials, chemicals, and equipment including electrical characteristics and connection requirements.

C. Shop Drawings: Indicate system schematic, equipment locations, and controls schematics, electrical characteristics and connection requirements.

D. Manufacturer's Installation Instructions: Indicate placement of equipment in systems, piping configuration, and connection requirements.

E. Manufacturer's Field Reports: Indicate start-up of treatment systems when completed and operating properly. Indicate analysis of system water after cleaning and after treatment.

F. Certificate: Submit certificate of compliance from Authority Having Jurisdiction indicating approval of chemicals and their proposed disposal.

G. Project Record Documents: Record actual locations of equipment and piping, including sampling points and location of chemical injectors.

H. Operation and Maintenance Data: Include data on chemical feed pumps, agitators, and other equipment including spare parts lists, procedures, and treatment programs. Include step by step instructions on test procedures including target concentrations.

I. Maintenance Materials: Furnish the following for State of Delaware OMB - Division of Facilities Management's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.04 QUALITY ASSURANCE

A. The State of Delaware has an agreement (CONTRACT NO. GSS-MU-08-235-KW) with Willard Limbach LLC (215 488 9700) to provide and maintain water quality in their buildings. Contact Willard to provide costs assocaited with water quality of this project.

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1.05 REGULATORY REQUIREMENTS

A. Conform to applicable code for addition of non-potable chemicals to building mechanical systems and to public sewage systems.

B. Products Requiring Electrical Connection: Listed and classified by UL as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. AmSolv-Amrep, Inc: www.amsolv.com.

B. GE Water & Process Technologies: www.gewater.com.

C. Nalco, an Ecolab Company: www.nalco.com.

D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 MATERIALS

A. System Cleaner:
   1. Liquid alkaline compound with emulsifying agents and detergents to remove grease and petroleum products; sodiumtripoly phosphate and sodium molybdate.

B. Closed System Treatment (Water):
   1. Manufacturers:
      a. AmSolv-Amrep, Inc: www.amsolv.com/#sle.
      b. GE Water & Process Technologies: www.gewater.com/#sle.
      c. Nalco, an Ecolab Company: www.nalco.com/#sle.
   2. Sequestering agent to reduce deposits and adjust pH; polyphosphate.
   3. Corrosion inhibitors; boron-nitrite, sodium nitrite and borax, sodium totyltriazole, low molecular weight polymers, phosphonates, sodium molybdate, or sulphites.
   4. Conductivity enhancers; phosphates or phosphonates.

C. Condenser Water System Treatment (Cooling Towers):
   1. Manufacturers:
      a. AmSolv-Amrep, Inc: www.amsolv.com/#sle.
      b. GE Water & Process Technologies: www.gewater.com/#sle.
      c. Nalco, an Ecolab Company: www.nalco.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.
   2. Sequestering agent to inhibit scaling; phosphonates, sodium polyphosphates, lignin derivatives, synthetic polymer polyelectrolytes, or organic phosphates.
   3. Acid to reduce alkalinity and pH; sulphuric acid.
   4. Corrosion inhibitor; zinc-phosphate, phosphonate-phosphate, phosphonate-molybdate and phosphonate-silicate, sodium tolyltriazole, or low molecular weight polymers.
   5. Biocide chlorine release agents such as sodium hypochlorite or calcium hypochlorite.

D. Open System Treatment (Humidifiers, Air Washers, Evaporative Condensers, Small Cooling Towers, Liquid Coolers):
   1. Sequestering agent to inhibit scaling and corrosion inhibitor; polyphosphate.
   2. Biocide chlorine release agents such as sodium hypochlorite or calcium hypochlorite or microbiocides such as quaternary ammonia compounds, tributyl tin oxide, methylene bis (thiocyanate).

2.03 BY-PASS (POT) FEEDER

A. Manufacturers:
   1. Griswold Controls: www.griswoldcontrols.com/#sle.
   2. J. L. Wingert Company: www.jlwingert.com/#sle.
   3. Neptune, a brand of the Dover Company: www.neptune1.com/#sle.

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PART 3 EXECUTION

3.01 PREPARATION

A. Systems shall be operational, filled, started, and vented prior to cleaning. Use water meter to record capacity in each system.

B. Place terminal control valves in open position during cleaning.

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

3.02 CLEANING SEQUENCE

A. Concentration:
   1. As recommended by manufacturer.

B. Use neutralizer agents on recommendation of system cleaner supplier and approval of DEDC, LLC.

C. Flush open and closed systems with clean water for one hour minimum. Drain completely and refill.

D. Remove, clean, and replace strainer screens.

E. Inspect, remove sludge, and flush low points with clean water after cleaning process is completed. Include disassembly of components as required.

3.03 INSTALLATION

A. Install in accordance with manufacturer's instructions.

3.04 CLOSED SYSTEM TREATMENT

A. Provide one bypass feeder on each system. Install isolating and drain valves and necessary piping. Install around balancing valve downstream of circulating pumps unless indicated otherwise.

B. Introduce closed system treatment through bypass feeder when required or indicated by test.

C. Provide 3/4 inch water coupon rack around circulating pumps with space for 4 test specimens.

3.05 CONDENSER WATER SYSTEMS (COOLING TOWERS)

A. Provide automatic condenser water control systems for inhibitor feed, blowdown and biocide feeds. Inhibitor application shall be meter activated, blowdown shall be conductivity activated, and biocide shall be meter fed with blowdown locked out to ensure biocide retention time.

B. Control system shall incorporate solid state integrated circuits and digital LED displays, in NEMA-12 steel enclosure. Provide gasketed and lockable door.

C. Base dissolved solids control on conductivity and include:
   1. LED digital readout display (micro-ohm/cm).
   2. Temperature compensated sensor probe adaptable to sample stream manifold.
   3. High, low, normal conductance indicator lights (LED).
   4. High or low conductance alarm light (flash or steady switch), trip points field adjustable. Flash or steady switch shall have silence position.
   5. Illuminated legend shall indicate "ALARM" whenever alarm condition exists.
   6. Hand-off-automatic switch for solenoid bleed valve.
   7. Illuminated legend shall indicate "BLEED" when valve is operated.
   8. Adjustable hysteresis or dead-band (internal).

D. Base inhibitor feed control on make-up volume and include:
   1. Solid state counter (1-15 field selectable).
   2. Solid state timer (adjustable 1/4 to 5 minutes).
   3. Test switch.
   4. Hand-off-automatic switch for chemical pump.
   5. Illuminated legend shall indicate "FEED" when pump is activated.
   6. Solid state lock-out timer (adjustable 1/4 to 3 hours) and indicator light. Lock-out timer shall deactivate the pump and activate alarm circuits.

NOT FOR BIDDING PURPOSES

7. Panel totalizer (amount of makeup), electro-mechanical type.

E. Biocide programmer to include:
1. 24 hour timer with 14 day skip feature to permit activation any hour of the day.
2. Precision solid state bleed lock-out timer (0-9 hours) and biocide pump timer (0 - 2-1/4 hours), clock controlled.
3. Solid state alternator to enable the use of two different formulations.
4. Digital display of the time of day (24 hours).
5. LED display of day of week (14 days).
6. Fast and slow clock set controls (internal).
7. Illuminated legend shall indicate "BIOCIDE A" or "BIOCIDE B" when pump is activated.

F. Provide water meter on system make-up, wired to control system.

G. Provide solution pumps to feed sequestering agent and corrosion inhibitor from solution tank into condenser water supply to tower. Provide agitator as required.

H. Provide conductivity controller to sample condenser water and operate 1 inch solenoid bleed valve and piping to blowdown controller sampler wired to open when condensing water pump is operating.

I. Introduce biocide to tower by intermittent slug feed.

J. Provide 3/4 inch water coupon rack around circulating pumps with space for 4 test specimens.

3.06 CLOSEOUT ACTIVITIES

A. Training: Train State of Delaware OMB - Division of Facilities Management's personnel on operation and maintenance of chemical treatment system.
1. Provide minimum of two hours of instruction for two people.
2. Have operation and maintenance data prepared and available for review during training.
3. Conduct training using actual equipment after treated system has been put into full operation.

3.07 MAINTENANCE

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

B. Perform maintenance work using competent and qualified personnel under the supervision and in the direct employ of the equipment manufacturer or original installer.

C. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of State of Delaware OMB - Division of Facilities Management.

D. Provide service and maintenance of treatment systems for 2 years from Date of Substantial Completion.

E. Provide monthly technical service visits to perform field inspections and make water analysis on-site. Detail findings in writing on proper practices, chemical treating requirements, and corrective actions needed. Submit two copies of field service report after each visit.

F. Provide laboratory and technical assistance services during this maintenance period.

G. Provide on-site inspections of equipment during scheduled or emergency shutdown to properly evaluate success of water treatment program, and make recommendations in writing based upon these inspections.

END OF SECTION

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SECTION 23 65 33
LIQUID COOLERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Liquid cooler.
B. Controls.
C. Ladder and Handrails.
D. Inside Sump.
E. Circulating pump.
F. Discharge hood.

1.02 RELATED REQUIREMENTS

A. Section 22 10 05 - Plumbing Piping.
B. Section 23 05 13 - Common Motor Requirements for HVAC Equipment.
C. Section 23 21 13 - Hydronic Piping.
D. Section 23 05 93 - Testing, Adjusting, and Balancing for HVAC.
E. Section 26 27 17 - Equipment Wiring: Electrical characteristics and wiring connections.

1.03 REFERENCE STANDARDS

A. ASME PTC 23 - Atmospheric Water-Cooling Equipment; The American Society of Mechanical Engineers; 2003.
B. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2013.
C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2013.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide rated capacities, dimensions, weights and point loadings, accessories, required clearances, electrical requirements and wiring diagrams, and location and size of field connections. Submit schematic indicating capacity controls.
C. Shop Drawings: Indicate suggested structural steel supports including dimensions, sizes, and locations for mounting bolt holes.
D. Certificates: Certify that liquid cooler performance, based on ASME PTC 23 meet or exceed specified requirements and submit performance curve plotting leaving water temperature against wet bulb temperature.
E. Manufacturer's Instructions: Submit manufacturer's complete installation instructions.
F. Operation and Maintenance Data: Include start-up instructions, maintenance data, parts lists, controls, and accessories. Include cleaning methods and cleaning materials recommended.
G. Warranty: Submit manufacturer's warranty and ensure forms have been filled out in State of Delaware OMB - Division of Facilities Management's name and registered with manufacturer.
H. Maintenance Materials: Furnish the following for State of Delaware OMB - Division of Facilities Management's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
   2. Extra Spray Nozzles: Two.
   3. Extra Float Valves: One.

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1.05 QUALITY ASSURANCE

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

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

1.06 DELIVERY, STORAGE, AND HANDLING

A. Factory assemble entire unit. For shipping, disassemble into as large as practical sub-assemblies so that minimum amount of field work is required for re-assembly.

B. Comply with manufacturer's installation instructions for rigging, unloading, and transporting units.

1.07 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

B. Provide a five year warranty to include coverage for liquid cooler package, labor.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Baltimore Aircoil Company: www.baltimoreaircoil.com.

B. EVAPCO, Inc: www.evapco.com. (Basis of Desig - Model No. LSWE-8P-6M12).

C. SPX Cooling Technologies/Marley: www.spxcooling.com.

D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 MANUFACTURED UNITS

A. Description: Factory assembled and tested, induced draft counter flow closed circuit cooler complete with fan, coil, fill, louvers, accessories and rigging supports

B. The unit structure shall be designed, analyzed, and constructed in accordance with the latest edition of International Building Code (IBC) Regulations for seismic loads up to 1.0 g or wind loads up to 119 psf.

2.03 COMPONENTS

A. Pan and Casing:
   1. All cold water basin components including vertical supports, air inlet louver frames and panels up to rigging seam shall be constructed of 316 stainless steel.
   2. Upper Casing, channels and angle supports shall be constructed of heavy gauge mill hot-dip galvanized steel. Fan cowl and guard shall be constructed of galvanized steel. All galvanized steel shall be coated with a minimum of 2.35 ounces of zinc per square foot area (G-235 designation). During fabrication, all galvanized steel panel edges shall be coated with a 95% pure zinc-rich compound.

B. Cooler Coil: Heat transfer coil shall be tightly spaced elliptical steel tubes, encased in steel framework with the entire assembly hot-dip galvanized after fabrication. The coil assembly shall be designed with sloping tubes for liquid drainage and tested to 400psig air under water. Coil shall meet strength requirements of ASME/ANSI B31.5.

C. Fill Media: Fill media shall be constructed of Polyvinyl Chloride (PVC) of cross-fluted design and suitable for inlet water temperatures up to 130 F. The bonded block fill shall be bottom supported and suitable as an internal working platform. Fill shall be self-extinguishing, have a flame spread of 5 under A.S.T.M. designation E-84-81a, and shall be resistant to rot, decay and biological attack.

D. Distribution Section: Spray nozzles shall be precision molded ABS, large orifice spray nozzles utilizing the technology of using the flow characteristics of the liquid for superior water distribution over the fill media and to minimize water distribution system maintenance. Spray header, branches, and riser shall be Schedule 40 Polyvinyl Chloride (PVC) for corrosion resistance. Branches shall have threaded end caps to facilitate debris removal.

NOT FOR BIDDING PURPOSES

E. Distribution Basin: The Cooler shall be provided with an internal distribution basin between the fill media and the cooler coil. The internal distribution basin shall provide even distribution of water over the entire coil surface area.

F. Drift Eliminators: The eliminators shall be constructed entirely of Polyvinyl Chloride (PVC) in easily handled sections. Design shall incorporate three changes in air direction and limit the water carryover to a maximum of 0.001% of the recirculating water rate.

G. Bleed-off Valve: Unit shall have a waste water bleed line with adjustable valve provided.

H. Air Inlet Louvers: The air inlet louvers shall be constructed from UV inhibited polyvinyl chloride (PVC) and incorporate a framed interlocking design that allows for easy removal of louvers for access to the entire basin area for maintenance. The louvers shall have a minimum of two changes in air direction and shall be of a non-planar design to prevent splash-out, block direct sunlight and debris from entering the basin.

I. Electronic water level control package shall have five (5) stainless steel water level sensors (one (1) high level, one (1) high level alarm, one (1) low level, one (1) low level alarm and one (1) ground) with a NEMA 4X enclosure mounted in a cleanable Schedule 40 PVC external standpipe with slow closing solenoid valve(s) and "y" strainer(s). Components must be field mounted. Valves shall be sized for 25 psig (172 kPa) minimum to 125 psig (862 kPa) maximum pressure. Standpipe requires heat tracing in cold weather applications.

J. Pan strainer: Pan Strainer shall be all type 304 stainless steel construction with large area removable perforated screens.

K. Discharge Damper w/ Insulation: Closed Circuit Coolers with heat transfer coil below air inlet louvers shall utilize integral water re-distribution basin as heat loss protection. All Closed Circuit coolers that have heat transfer coil above the air inlet shall utilize a discharge hood with dampers and factory supplied insulation on coil casing and discharge hood. Closed Circuit Coolers with heat transfer coils exposed to ambient air conditions will not be acceptable.

2.04 MOTORS AND DRIVES

A. Fans: Shall be high efficiency axial propeller type with aluminum wide chord blade construction. Each fan shall be statically balanced and installed in a closely fitted cowl with venturi air inlet for maximum fan efficiency.

B. Fan Motors: Fan motor(s) shall be totally enclosed, ball bearing type electric motor(s) suitable for moist air service. Motor(s) are Premium Efficient, Class F insulated, 1.15 service factor design. Inverter rated per NEMA MG1 Part 31.4.4.2 and suitable for variable torque applications and constant torque speed range with properly sized and adjusted variable frequency drives.

C. Fan Drive: The fan drive shall be multigroove, solid back V-belt type with taper lock bushings designed for 150% of the motor nameplate horsepower. The belt material shall be neoprene reinforced with polyester cord and specifically designed for evaporative equipment service. Fan and motor sheave shall be aluminum alloy construction. Belt adjustment shall be accomplished from the exterior of the unit.

D. Fan Shaft: Shaft shall be Solid, ground and polished steel. Exposed surface coated with rust preventative.

E. Shaft Bearings: Fan Shaft Bearings shall be heavy-duty, self-aligning ball type bearings with extended lubrication lines to grease fittings located on access door frame. Bearings shall be designed for a minimum L-10 life of 75,000 hours.

2.05 INSIDE SUMP

A. Pan and Casing: Shall be constructed with 316 Stainless steel and reinforcing angles and channels with lift out steel strainer.

2.06 CIRCULATING PUMP

A. Unit shall have an EISA compliant, close-coupled centrifugal pump with mechanical seal. The pump shall be installed in a vertical position so that water will drain from the pump when the

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cold water basin is emptied. Pump motor shall be totally enclosed with protective canopy for outdoor operation.

B. Pump motor: Single speed (1800/900 rpm) open drip proof mounted on pump body.

2.07 COOLING TOWER CONTROL PANEL

A. The cooling tower control panel shall include complete Variable Frequency Drive (VFD) fan control and incorporate control of spray pumps and basin heaters when applicable. The NEMA-4X cooling tower Starter/VFD panel shall be provided by unit manufacturer to include complete Variable Frequency Drive (VFD) (ABB, Yaskawa, Danfoss) for fan and incorporate spray pump motor starter and basin heater contactors. The Variable Frequency Drive shall be provided by ATC Contractor and in conformance to section 23 09 69. ATC vendor shall provide VFD to Unit Manufacturer for Mounting & Wiring into Single Point Power Panel Supplied by Vendor. The Variable Frequence Drive shall be in conformance to section 23 09 69.

B. A single point power connection for all controlled motors will be included. UL 489 breaker shall include thermal and magnetic trip mechanisms.

C. The control panel shall include manual bypass functionality which isolates the VFD.

D. VFD operator controls shall include a VFD/Off/Bypass switch and HOA switch mounted on the enclosure door.'

E. The control panel shall include all necessary terminal inputs to control the sequence of operations from a Building Management System including at a minimum: VFD start command, VFD reference speed, spray pump operation, basin heater operation.

F. The control panel must also include a Full Voltage Non-Reversing Starter for a Spray Pump if present. HOA switch to be included and mounted on the enclosure door.

G. If Basin Heater is Present, the control panel shall also include a basin heater contactor with Off/Auto switch installed and mounted on the enclosure door.

H. Terminal inputs shall be provided for Vibration Cut Out Switch.

I. All internal power and control wiring to be installed and tested in the factory.

J. A Five Year Warranty shall be provided as a standard option by panel manufacturer.

2.08 MAINTENANCE ACCESS

A. Fan Section: Access door shall be hinged and located in the upper casing for fan drive and water distribution system access.

B. Basin Section: Framed removable louver panels shall be on all four sides of the unit for pan and sump access.

C. Internal Working Platform: Internal working platform shall provide for easy access to the fans, belts, motor, sheaves, bearings, all mechanical equipment and complete water distribution system. The fill shall be an acceptable means of accessing these components.

D. An OSHA approved external service platform shall be provided at the motor access door of the tower extending the full length of the of the access door. Each platform shall have at least a 36" walking surface. The platforms shall be galvanized steel grating, supported by galvanized steel framework attached to the tower and surrounded by a sturdy handrail, knee rail and kick plate system. Mounting channels shall be the same material as the casing section (galvanized or stainless steel). A vertical ladder shall be provided to the platform. This ladder shall extend down to the ground. This tower will be mounted on steel and elevated 32" above the ground.

2.09 ACCESSORIES

A. Electric Immersion Heaters: Cold water basin shall be fitted with copper-element, electric immersion heater(s) with a separate thermostat and low water protection device. Heaters selected to maintain +40 F pan water at 0 F ambient temperature.

B. Time Delay Relay: Limits fan motor starts to not more than six per hour.

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C. Control Box Enclosure: The closed circuit cooler shall be provided with a NEMA 4X weatherproof and ventilated control box enclosure that will house all of the electronics for the closed circuit cooler.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that openings are ready to receive work.

B. Verify that required utilities are available, in proper location, and ready to use.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install cooler on structural steel beams as instructed by manufacturer.

C. Connect cooler water piping with flanged connections to cooler.

D. Connect make-up water piping with flanged or union connections to cooler. Pitch to cooler. Pipe drain, overflow drain, and bleed lint to nearest grade.

3.03 FIELD QUALITY CONTROL

A. Provide the services of the manufacturer's field representative to inspect tower after installation and submit report prior to start-up, verifying installation is in accordance with specifications and manufacturer's recommendations.

3.04 SYSTEM STARTUP

A. Prepare and start systems.

B. Allow one eight hour days per cooler for start-up and instructions of State of Delaware OMB - Division of Facilities Management's operating personnel.

3.05 ADJUSTING

A. Adjust water level float valves and float controls for proper operating level.

B. Adjust temperature controls and verify operation.

END OF SECTION

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SECTION 26 05 01
MINOR ELECTRICAL DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electrical demolition.

1.02 RELATED REQUIREMENTS

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

B. Section 07 84 00 - Firestopping.

C. Section 26 05 53 - Identification for Electrical Systems.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

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

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify field measurements and circuiting arrangements are as indicated.

B. Verify that abandoned wiring and equipment serve only abandoned facilities.

C. Demolition drawings are based on casual field observation and existing record documents. Contractor shall be responsible for field-verification of existing conditions prior to beginning work.

D. Report discrepancies to State of Delaware OMB - Division of Facilities Management before disturbing existing installation.

E. Beginning of demolition means installer accepts existing conditions.

3.02 PREPARATION

A. Prior to performing work on electrical circuits, Contractor shall positively identify power sources, turn circuit breakers or switches to "off" and lock out and/or tag out circuits as required.

B. Contractor shall coordinate all electrical demolition work with State of Delaware OMB - Division of Facilities Management as well as all other trades involved in Project.

C. Contractor shall keep work area clean and orderly.

D. All electrical demolition work shall be performed in a safe and orderly manner and in accordance with all State of Delaware OMB - Division of Facilities Management regulations, local codes, OSHA, International Building Code and National Electrical Code; all being most recent editions adopted by Authoriti(es) Having Jurisdiction, including all applicable amendments and supplements.

E. All electrical demolition work shall be scheduled and coordinated with State of Delaware OMB - Division of Facilities Management such that disruption of areas involved is kept to minimum.

F. All power shutdowns affecting areas not within scope of Project shall be coordinated with State of Delaware OMB - Division of Facilities Management. Accidental interruptions to services shall be repaired immediately by Contractor at no additional cost to State of Delaware OMB - Division of Facilities Management.

G. Disconnect electrical systems in walls, floors, and ceilings to be removed.

H. Coordinate utility service outages with utility company.

I. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.

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3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

A. Perform work for removal and disposal of equipment and materials containing toxic substances regulated under the Federal Toxic Substances Control Act (TSCA) in accordance with applicable federal, state, and local regulations. Applicable equipment and materials include, but are not limited to:
   1. PCB-containing electrical equipment, including transformers, capacitors, and switches.
   2. PCB- and DEHP-containing lighting ballasts.
   3. Mercury-containing lamps and tubes, including fluorescent lamps, high intensity discharge (HID), arc lamps, ultra-violet, high pressure sodium, mercury vapor, ignitron tubes, neon, and incandescent.

B. Unless otherwise noted, all electrical items indicated for demolition shall be removed including all associated wiring, controls and accessible conduit and boxes traced back to source. Where removal causes power interruption of electrical items to remain, rewire existing circuits as required to maintain continuity.

C. Conduit and boxes becoming inactive that are inaccessible shall be abandoned in place with open ends filled with firestopping expandable foam in accordance with Section 07 84 00.

D. Openings in conduit and boxes remaining active shall be capped with appropriate fittings.

E. Unless otherwise noted, circuit breakers becoming inactive shall have operating mechanisms placed in "off" (de-energized) position and be labeled as "SPARE" in accordance with Section 26 05 53.

F. Contractor shall update panel schedules for all panelboards affected by Project in accordance with Section 26 05 53.

G. Remove, relocate, and extend existing installations to accommodate new construction.

H. All circuits abandoned or not used shall be located, identified, disconnected and removed back to source.

I. Remove abandoned wiring to source of supply.

J. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, fill open ends with firestopping expandable foam in accordance with Section 07 84 00 and patch surfaces.

K. Remove existing abandoned wiring and conduit designated as obsolete by State of Delaware OMB - Division of Facilities Management authorities.

L. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.

M. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

N. Remove abandoned support channel associated with demolished electrical equipment.

O. Existing branch circuits or circuits of other systems passing through Project area that interferes with new construction shall be relocated as required. All relocation of existing circuits shall be coordinated with State of Delaware OMB - Division of Facilities Management and with all other affected trades before proceeding with new construction.

P. Contractor shall be responsible for temporary removal and re-installation of existing ceiling tiles as required to accommodate electrical demolition and/or extension work. Contractor shall be responsible for repair and/or replacement of all ceiling tiles damaged as result of work. Contractor shall inspect existing conditions prior to commencement of work and provide written report of existing damage to State of Delaware OMB - Division of Facilities Management.

Q. Contractor shall be responsible for patching and painting of all holes, dents, cracks, penetrations, etc. left in surfaces and/or structures after electrical demolition and/or extension work. Surfaces and/or structures to be restored shall include ceilings, walls, floors, columns, roofs, etc. Patching and painting shall restore surfaces and/or structures to original designs

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and/or finishes, including all fire-resistant and watertight ratings. All openings to building exteriors and through roofs shall be sealed watertight.

R. Repair adjacent construction and finishes damaged during demolition and extension work.

S. Damage caused by Contractor to areas outside area of demolition shall be repaired to original condition by Contractor at no additional cost to State of Delaware OMB - Division of Facilities Management.

T. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

U. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.

V. All demolished materials not to be turned over to State of Delaware OMB - Division of Facilities Management shall be removed from site daily. Salvaged materials shall be stored for re-use.

3.04 CLEANING AND REPAIR

A. See Section 01 74 19 - Construction Waste Management and Disposal for additional requirements.

B. Clean and repair existing materials and equipment that remain or that are to be reused.

C. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

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SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Single conductor building wire.

B. Wire and cable for 600 volts and less.

C. Wiring connectors.

D. Electrical tape.

E. Heat shrink tubing.

F. Oxide inhibiting compound.

G. Wire pulling lubricant.

H. Cable ties.

1.02 RELATED REQUIREMENTS

A. Section 07 84 00 - Firestopping.

B. Section 26 05 26 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.

C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013.

B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011.

C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010 (Reapproved 2014).

D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2014).

E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2010.

F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes; 2013.

G. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

H. NEMA WC 70 - Nonshielded Power Cable 2000 V or Less for the Distribution of Electrical Energy; 2009.

I. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.

J. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

K. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.

L. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.

M. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.

N. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.

O. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.

P. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

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1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
   2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
   3. Notify DEDC, LLC of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

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

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.

C. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing.

D. Maintenance Materials: Furnish the following for State of Delaware OMB - Division of Facilities Management's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.06 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

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

1.08 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

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

B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

C. Nonmetallic-sheathed cable is not permitted.

D. Underground feeder and branch-circuit cable is not permitted.

E. Service entrance cable is not permitted.

F. Armored cable is not permitted.

G. Metal-clad cable is not permitted.

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H. Concealed Dry Interior Locations: Use only building wire in raceway.

I. Exposed Dry Interior Locations: Use only building wire in raceway.

J. Above Accessible Ceilings: Use only building wire in raceway.

K. Wet or Damp Interior Locations: Use only building wire in raceway.

L. Exterior Locations: Use only building wire in raceway.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

A. Provide products that comply with requirements of NFPA 70.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Provide products with insulation and temperature ratings as required per equipment installation instructions where such ratings differ from those indicated herein.

D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

E. Comply with NEMA WC 70.

F. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.

G. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

H. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.

I. Conductors and Cables Installed Exposed in Spaces Used for Environmental Air (only where specifically permitted): Plenum rated, listed and labeled as suitable for use in return air plenums.

J. Conductor Material:
   1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
   2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
   3. Tinned Copper Conductors: Comply with ASTM B33.

K. Minimum Conductor Size:
   1. Branch Circuits: 12 AWG.
      a. Exceptions: Size homerun branch circuit conductors from power source to first outlet in accordance with the following maximum circuit limits, using center of load served as basis for computing circuit lengths:
         1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
         2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
         3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.
   2. Control Circuits: 14 AWG.

L. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

M. Conductor Color Coding:
   1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
   2. Color Coding Method: Integrally colored insulation.
      a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
   3. Color Code:
      a. 480Y/277 V, 3 Phase, 4 Wire System:
         1) Phase A: Brown.
         2) Phase B: Orange.
         3) Phase C: Yellow.
         4) Neutral/Grounded: Gray.

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b. 208Y/120 V, 3 Phase, 4 Wire System:
   1) Phase A: Black.
   2) Phase B: Red.
   3) Phase C: Blue.
   4) Neutral/Grounded: White.
c. Equipment Ground, All Systems: Green.
d. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.
e. For control circuits, comply with manufacturer's recommended color code.

2.03 SINGLE CONDUCTOR BUILDING WIRE

A. Manufacturers:
   1. Copper Building Wire:
      a. Cerro Wire LLC: www.cerrowire.com/#sle.
      b. Encore Wire Corporation: www.encorewire.com/#sle.
      c. Southwire Company: www.southwire.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: Single conductor insulated wire.

C. Conductor Stranding:
   1. Feeders and Branch Circuits:
      a. Size 10 AWG and Smaller: Solid.
      b. Size 8 AWG and Larger: Stranded.
   2. Control Circuits: Stranded.

D. Conductor: Copper.

E. Insulation Voltage Rating: 600 volts.

F. Insulation: NFPA 70, Type THHN/THWN unless otherwise indicated on plans.

2.04 WIRING CONNECTORS

A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

B. Connectors for Grounding and Bonding: Comply with Section 26 05 26.

C. Wiring Connectors for Splices and Taps:
   1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
   2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors. Tape uninsulated conductors and connector with electrical tape or insulate with heat shrink tubing to 150 percent of insulation rating of conductor.

D. Wiring Connectors for Non-Motor Terminations:
   1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
   2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
   3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
   4. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
   5. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.
   6. Conductors for Control Circuits: Use crimped terminals for all connections.

E. Wiring Connectors for Motor Terminations: Use motor lead disconnects with slip-on insulating boot, pin and silicone gel. Boot sealant shall be used with all insulating boots.

NOT FOR BIDDING PURPOSES

F. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.

G. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.

H. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
   1. Manufacturers:
      a. 3M: www.3m.com/#sle.
      b. Ideal Industries, Inc: www.idealindustries.com/#sle.
      c. NSI Industries LLC: www.nsiindustries.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

I. Mechanical Connectors: Provide bolted type or set-screw type.
   1. Manufacturers:
      a. Burndy LLC: www.burndy.com.
      b. Ilsco: www.ilsco.com/#sle.
      c. Thomas & Betts Corporation; Blackburn Products: www.tnb.com/#sle.
      d. Polaris: www.polarisconnectors.com.
      e. Substitutions: See Section 01 60 00 - Product Requirements.

J. Compression Connectors: Provide circumferential type or hex type crimp configuration.
   1. Manufacturers:
      a. Burndy LLC: www.burndy.com.
      b. Ilsco: www.ilsco.com/#sle.
      c. Thomas & Betts Corporation; Blackburn Products: www.tnb.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

K. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.
   1. Manufacturers:
      a. Burndy LLC: www.burndy.com.
      b. Ilsco: www.ilsco.com/#sle.
      c. Thomas & Betts Corporation; Sta-Kon Products: www.tnb.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

L. Motor Lead Disconnects: Color-keyed compression-type with slip-on insulating boot, pin, silicone gel and boot sealant.
   1. Manufacturers:
      a. Thomas & Betts Corporation: www.tnb.com.
         1) Motor Lead Disconnects: M2D Series.
         2) Boot Sealant: MDBOOT-SEAL.
      b. Substitutions: See Section 01 60 00 - Product Requirements.

2.05 WIRING ACCESSORIES

A. Electrical Tape:
   1. Manufacturers:
      a. 3M: www.3m.com/#sle.
      b. Plymouth Rubber Europa: www.plymouthrubber.com/#sle.
      c. Substitutions: See Section 01 60 00 - Product Requirements.
   2. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
   3. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.

NOT FOR BIDDING PURPOSES

4. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil; suitable for continuous temperature environment up to 194 degrees F and short-term 266 degrees F overload service.
5. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil; suitable for continuous temperature environment up to 176 degrees F.
6. Varnished Cambric Electrical Tape: Cotton cambric fabric tape, with or without adhesive, oil-primed and coated with high-grade insulating varnish; minimum thickness of 7 mil; suitable for continuous temperature environment up to 221 degrees F.
7. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil.

B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.
   1. Manufacturers:
      a. 3M: www.3m.com/#sle.
      b. Burndy LLC: www.burndy.com.
      c. Thomas & Betts Corporation: www.tnb.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

C. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.
   1. Manufacturers:
      a. Burndy LLC: www.burndy.com.
      b. Ideal Industries, Inc: www.idealindustries.com/#sle.
      c. Ilsco: www.ilsco.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

D. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
   1. Manufacturers:
      a. 3M: www.3m.com/#sle.
      b. American Polywater Corporation: www.polywater.com/#sle.
      c. Ideal Industries, Inc: www.idealindustries.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

E. Cable Ties: Material and tensile strength rating suitable for application.
   1. Manufacturers:
      a. Burndy LLC: www.burndy.com.
      b. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that interior of building has been protected from weather.

B. Verify that work likely to damage wire and cable has been completed.

C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.

D. Verify that raceway installation is complete and supported.

E. Verify that field measurements are as indicated.

F. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

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

3.03 INSTALLATION

A. Circuiting Requirements:
   1. All exposed raceway shall be run in a neat organized fashion and shall be parrallel with other building systems.

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2. Unless dimensioned, circuit routing indicated is diagrammatic.
3. When circuit destination is indicated without specific routing, determine exact routing required.
4. Arrange circuiting to minimize splices.
5. Include circuit lengths required to install connected devices within 10 ft of location indicated.
6. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
7. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
8. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is not permitted.
   a. Provide no more than six current-carrying conductors in a single raceway. Dedicated neutral conductors are considered current-carrying conductors.
   b. Increase size of conductors as required to account for ampacity derating.
   c. Size raceways, boxes, etc. to accommodate conductors.
9. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among single phase branch circuits is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.

B. Install products in accordance with manufacturer's instructions.

C. Perform work in accordance with NECA 1 (general workmanship).

D. Installation in Raceway:
   1. Remove existing conductors and cables from raceway before pulling in new (where applicable).
   2. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
   3. Pull all conductors and cables together into raceway at same time.
   4. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
   5. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.

E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.

F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
   1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles. Support at 6 foot maximum intervals using type MC cable supports designed and listed for the purpose.
   2. Installation in Vertical Raceways: Provide supports where vertical rise exceeds permissible limits.

G. Install conductors with a minimum of 12 inches of slack at each outlet.

H. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.

I. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

J. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.

K. Make wiring connections using specified wiring connectors.
   1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.

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2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
3. Do not remove conductor strands to facilitate insertion into connector.
4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

L. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.
b. For taped connections likely to require re-entering first apply varnished cambric electrical tape, followed by adequate amount of rubber splicing electrical tape, followed by outer covering of vinyl insulating electrical tape.
2. Damp Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.
b. For taped connections, follow same procedure as for dry locations but apply outer covering of moisture sealing electrical tape.
3. Wet Locations: Use heat shrink tubing.

M. Insulate ends of spare conductors using vinyl insulating electrical tape.

N. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.

O. Identify conductors and cables in accordance with Section 26 05 53.

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

Q. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

R. Install wire and cable securely, in a neat and workmanlike manner, as specified in NECA 1.

S. Protect exposed cable from damage.

T. Clean conductor surfaces before installing lugs and connectors.

U. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.

3.04 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Perform field inspection and testing in accordance with Section 01 40 00.

C. Inspect and test in accordance with NETA ATS, except Section 4.

D. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
1. Disconnect surge protective devices (SPDs) prior to performing any high potential testing. Replace SPDs damaged by performing high potential testing with SPDs connected.

E. Correct deficiencies and replace damaged or defective conductors and cables.

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F. Perform inspections and tests listed in NETA STD ATS, Section 7.3.2.

END OF SECTION

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SECTION 26 05 26

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Grounding and bonding requirements.

B. Conductors for grounding and bonding.

C. Connectors for grounding and bonding.

D. Grounding and bonding components.

1.02 RELATED REQUIREMENTS

A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
   1. Includes oxide inhibiting compound.

B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System; 2012.

B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

C. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

E. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Notify DEDC, LLC of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 PERFORMANCE REQUIREMENTS

A. Grounding System Resistance: 5 ohms.

1.06 SUBMITTALS

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

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.

1.07 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.08 DELIVERY, STORAGE, AND HANDLING

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

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PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

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

B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.

C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

D. Grounding System Resistance:
   1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by DEDC, LLC. Precipitation within the previous 48 hours does not constitute normally dry conditions.
   2. Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.
   3. Between Grounding Electrode System and Major Electrical Equipment Frames, System Neutral, and Derived Neutral Points: Not greater than 0.5 ohms, when tested using "point-to-point" methods.

E. Bonding and Equipment Grounding:
   1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
   2. Provide green insulated copper equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
   3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
   4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
   5. All electrical equipment, devices and raceways shall form continuously grounded systems. Neutral and equipment grounding conductors shall be bonded together only at service entrances or at secondary sides of separately derived systems.
   6. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
   7. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.
   8. Provide bonding for interior metal piping systems in accordance with NFPA 70. This includes, but is not limited to:
      a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.
      b. Metal gas piping. NOTE: Contractor shall ensure that interior metal gas piping is electrically isolated from underground metal gas piping in order to prevent underground gas piping from inadvertently becoming a grounding electrode, as is prohibited by NFPA 70.
      c. Metal process piping.

2.02 GROUNDING AND BONDING COMPONENTS

A. General Requirements:
   1. Provide products listed, classified, and labeled as suitable for the purpose intended.
   2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:
   1. Use insulated copper conductors unless otherwise indicated.
      a. Exceptions:

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1) Use bare copper conductors where installed underground in direct contact with earth.
2) Use bare copper conductors where directly encased in concrete (not in raceway).

2. Factory Pre-fabricated Bonding Jumpers: Furnished with factory-installed ferrules; size braided cables to provide equivalent gage of specified conductors.

C. Connectors for Grounding and Bonding:
1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
2. Unless otherwise indicated, use exothermic welded connections or compression connectors for underground, concealed and other inaccessible connections.
3. Unless otherwise indicated, use mechanical connectors or compression connectors for accessible connections.
4. Manufacturers - Mechanical and Compression Connectors:
a. Advanced Lightning Technology (ALT): www.altfab.com/#sle.
b. Burndy LLC: www.burndy.com.
c. Harger Lightning & Grounding: www.harger.com/#sle.
d. Thomas & Betts Corporation: www.tnb.com/#sle.
e. Substitutions: See Section 01 60 00 - Product Requirements.
5. Manufacturers - Exothermic Welded Connections:
a. Burndy LLC: www.burndy.com.
b. Cadweld, a brand of Erico International Corporation: www.erico.com/#sle.
c. ThermOweld, a brand of Continental Industries, Inc: www.thermoweld.com/#sle.
d. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that work likely to damage grounding and bonding system components has been completed.
B. Verify that field measurements are as indicated.
C. Verify that conditions are satisfactory for installation prior to starting work.
D. Verify existing conditions prior to beginning work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.
B. Perform work in accordance with NECA 1 (general workmanship).
C. Make grounding and bonding connections using specified connectors.
1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
D. Identify grounding and bonding system components in accordance with Section 26 05 53.
E. Provide bonding to meet requirements described in Quality Assurance.

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F. Equipment Grounding Conductor: Provide separate, green insulated copper equipment grounding conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with NETA ATS except Section 4.

C. Perform inspections and tests listed in NETA ATS, Section 7.13.

D. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.

E. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

END OF SECTION

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SECTION 26 05 29

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

A. Section 03 30 00 - Cast-in-Place Concrete: Concrete equipment pads.

B. Section 26 05 34 - Conduit: Additional support and attachment requirements for conduits.

C. Section 26 05 37 - Boxes: Additional support and attachment requirements for boxes.

D. Conduit and equipment supports.

E. Anchors and fasteners.

1.03 REFERENCE STANDARDS

A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.

B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.

C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2013.

D. MFMA-4 - Metal Framing Standards Publication; 2004.

E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. UL 5B - Strut-Type Channel Raceways and Fittings; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
   2. Coordinate the work with other trades to provide additional framing and materials required for installation.
   3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
   4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
   5. Notify DEDC, LLC of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

B. Sequencing:

1.05 SUBMITTALS

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

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for metal channel (strut) framing systems, non-penetrating rooftop supports, and post-installed concrete and masonry anchors.

C. Shop Drawings: Include details for fabricated hangers and supports where materials or methods other than those indicated are proposed for substitution.

1.06 QUALITY ASSURANCE

A. Comply with NFPA 70.

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B. Comply with applicable building code.

C. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

A. General Requirements:
   1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
   2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
   3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of five times the applied force. Include consideration for vibration, equipment operation, and shock loads where applicable.
   4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
   5. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
   6. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
      a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
      b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
      c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
      d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
   1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
   2. Conduit Clamps: Bolted type unless otherwise indicated.
   3. Manufacturers:
      a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
      b. Erico International Corporation: www.erico.com/#sle.
      c. O-Z/Gedney, a brand of Emerson Industrial Automation: www.emersonindustrial.com/#sle.
      d. Thomas & Betts Corporation: www.tnb.com/#sle.
      e. Substitutions: See Section 01 60 00 - Product Requirements.

C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
   1. Manufacturers:
      a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
      b. Erico International Corporation: www.erico.com/#sle.
      c. O-Z/Gedney, a brand of Emerson Industrial Automation: www.emersonindustrial.com/#sle.
      d. Thomas & Betts Corporation: www.tnb.com/#sle.

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e. Substitutions: See Section 01 60 00 - Product Requirements.

D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
1. Comply with MFMA-4.
2. Channel Material:
   a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
   b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
3. Minimum Channel Thickness: Steel sheet, 12 gage, 0.1046 inch.
4. Minimum Channel Dimensions: 1-5/8 inch width by 13/16 inch height.
5. Manufacturers:
   a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com/#sle.
   b. Thomas & Betts Corporation: www.tnb.com/#sle.
   c. Unistrut, a brand of Atkore International Inc: www.unistrut.com/#sle.
   d. Substitutions: See Section 01 60 00 - Product Requirements.
   e. Source Limitations: Furnish channels (struts) and associated fittings, accessories, and hardware produced by a single manufacturer.

E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
1. Minimum Size, Unless Otherwise Indicated or Required:
   a. Equipment Supports: 1/2 inch diameter.
   b. Single Conduit up to 1 inch (27 mm) trade size: 1/4 inch diameter.
   c. Single Conduit larger than 1 inch (27 mm) trade size: 3/8 inch diameter.
   d. Trapeze Support for Multiple Conduits: 3/8 inch diameter.
   e. Outlet Boxes: 1/4 inch diameter.

F. Non-Penetrating Rooftop Supports for Low-Slope Roofs: Steel pedestals with thermoplastic or rubber bases that rest on top of roofing membrane, not requiring any attachment to the roof structure and not penetrating the roofing assembly, with support fixtures as specified.
1. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
2. Attachment/Support Fixtures: As recommended by manufacturer, same type as indicated for equivalent indoor hangers and supports.
3. Mounting Height: Provide minimum clearance of 12 inches under supported component to top of roofing.
4. Manufacturers:
   a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com/#sle.
   b. Erico International Corporation: www.erico.com/#sle.
   c. PHP Systems/Design: www.phpsd.com/#sle.
   d. Unistrut, a brand of Atkore International Inc: www.unistrut.com/#sle.
   e. Substitutions: See Section 01 60 00 - Product Requirements.

G. Anchors and Fasteners:
1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
4. Hollow Masonry: Use toggle bolts.
5. Hollow Stud Walls: Use toggle bolts.
6. Steel: Use beam clamps, machine bolts, or welded threaded studs.
7. Sheet Metal: Use sheet metal screws.
8. Wood: Use wood screws.
9. Plastic and lead anchors are not permitted.
10. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
    a. Comply with MFMA-4.

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b. Channel Material: Use galvanized steel.
c. Minimum Channel Thickness: Steel sheet, 12 gage, 0.1046 inch minimum base metal thickness.
d. Manufacturer: Same as manufacturer of metal channel (strut) framing system.

11. Post-Installed Concrete and Masonry Anchors: Evaluated and recognized by ICC Evaluation Service, LLC (ICC-ES) for compliance with applicable building code.
12. Manufacturers - Mechanical Anchors:
    a. Hilti, Inc: www.us.hilti.com/#sle.
    b. ITW Red Head, a division of Illinois Tool Works, Inc: www.itwredhead.com/#sle.
    c. Powers Fasteners, Inc: www.powers.com/#sle.
    d. Simpson Strong-Tie Company Inc: www.strongtie.com/#sle.
    e. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 MATERIALS

A. Hangers, Supports, Anchors, and Fasteners - General: Corrosion-resistant materials of size and type adequate to carry the loads of equipment and conduit, including weight of wire in conduit.

B. Supports: Fabricated of structural steel or formed steel members; galvanized.

C. Anchors and Fasteners:

	Drop in Sleeve Anchors	Expansion Machine Bolt Anchors	Lag Shield Anchors	Nail-in Anchors	Toggle Bolts	Hollow Wall Anchors	Power Driven Studs
Brick	X	X	X	X			X
Concrete	X	X	X	X			X
Concrete Block	X		X	X	X		
Cinder Block		X			X	X	
Stone	X	X		X			X
Marble	X		X				
Building Tile		X			X	X	
Ceramic Tile		X			X		
Terrazzo		X		X			
Terra Cotta		X			X	X	
Plaster					X	X	
Drywall				X	X		
Slate		X			X		
Steel							X

ANCHOR HARDWARE TABLE

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive support and attachment components.

C. Verify that conditions are satisfactory for installation prior to starting work.

NOT FOR BIDDING PURPOSES

3.02 INSTALLATION

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

B. Perform work in accordance with NECA 1 (general workmanship).

C. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.

D. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

E. Unless specifically indicated or approved by DEDC, LLC, do not provide support from suspended ceiling support system or ceiling grid.

F. Unless specifically indicated or approved by DEDC, LLC, do not provide support from roof deck.

G. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.

H. Equipment Support and Attachment:
   1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
   2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
   3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
   4. Unless otherwise indicated, mount floor-mounted equipment on properly sized 3 inch high concrete pad constructed in accordance with Section 03 30 00.
   5. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.

I. Conduit Support and Attachment: Also comply with Section 26 05 34.

J. Box Support and Attachment: Also comply with Section 26 05 37.

K. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.

L. Secure fasteners according to manufacturer's recommended torque settings.

M. Remove temporary supports.

N. Identify independent electrical component support wires above accessible ceilings with color distinguishable from ceiling support wires in accordance with NFPA 70.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect support and attachment components for damage and defects.

C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

D. Correct deficiencies and replace damaged or defective support and attachment components.

E. Install hangers and supports as required to adequately and securely support electrical system components, in a neat and workmanlike manner, as specified in NECA 1.
   1. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
   2. Do not drill or cut structural members.

F. Rigidly weld support members or use hexagon-head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.

G. Install surface-mounted cabinets and panelboards with minimum of four anchors.

H. In wet and damp locations use steel channel supports to stand cabinets and panelboards 1-5/8" off wall.

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I. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 26 05 34
CONDUIT

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

A. Section 07 84 00 - Firestopping.
B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
   1. Includes additional requirements for fittings for grounding and bonding.
C. Section 26 05 29 - Hangers and Supports for Electrical Systems.
D. Section 26 05 37 - Boxes.
E. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2005.
B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT); 2005.
C. ANSI C80.5 - American National Standard for Electrical Rigid Aluminum Conduit (ERAC); 2005.
D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.
F. NECA 102 - Standard for Installing Aluminum Rigid Metal Conduit; 2004.
G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
H. NEMA RN 1 - Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit; 2005.
I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
J. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.
K. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
L. UL 6A - Electrical Rigid Metal Conduit-Aluminum, Red Brass, and Stainless Steel; Current Edition, Including All Revisions.
M. UL 360 - Liquid-Tight Flexible Steel Conduit; Current Edition, Including All Revisions.
N. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
O. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

NOT FOR BIDDING PURPOSES

1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.
5. Notify DEDC, LLC of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

B. Sequencing:
1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

1.05 SUBMITTALS

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

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

C. Project Record Documents: Record actual routing for conduits 2 inch (53 mm) trade size and larger.

1.06 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

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

B. Accept conduit on site. Inspect for damage.

C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.

B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.

C. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit or electrical metallic tubing (EMT).

D. Concealed Within Hollow Stud Walls: Use galvanized steel rigid metal conduit or electrical metallic tubing (EMT).

E. Concealed Above Accessible Ceilings: Use galvanized steel rigid metal conduit or electrical metallic tubing (EMT).

F. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit.

NOT FOR BIDDING PURPOSES

G. Exposed, Interior (including unfinished spaces), Not Subject to Physical Damage: Use electrical metallic tubing (EMT).

H. Exposed, Interior (including unfinished spaces), Subject to Physical Damage: Use galvanized steel rigid metal conduit.
   1. Locations subject to physical damage include, but are not limited to:
      a. Where exposed below 8 feet, except within electrical and communication rooms or closets.
      b. Where exposed below 20 feet in warehouse areas.

I. Exposed, Exterior: Use galvanized steel rigid metal conduit.

J. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel rigid metal conduit.

K. Corrosive Locations Above Ground: Use PVC-coated galvanized steel rigid metal conduit or aluminum rigid metal conduit.
   1. Corrosive locations include, but are not limited to:
      a. Cooling towers.

L. Connections to Vibrating Equipment:
   1. Dry Locations: Use flexible metal conduit.
   2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.
   3. Maximum Length: 18 inches unless otherwise indicated.
   4. Vibrating equipment includes, but is not limited to:
      a. Transformers.
      b. Motors.

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

2.02 CONDUIT REQUIREMENTS

A. Fittings for Grounding and Bonding: Also comply with Section 26 05 26.

B. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.

C. Provide products listed, classified, and labeled as suitable for the purpose intended.

D. Minimum Conduit Size, Unless Otherwise Indicated:
   1. Branch Circuits: 3/4 inch (21 mm) trade size.
   2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.
   3. Control Circuits: 1/2 inch (16 mm) trade size.

E. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

A. Manufacturers:
   1. Allied Tube & Conduit: www.alliedeg.com/#sle.
   2. Republic Conduit: www.republic-conduit.com/#sle.
   3. Wheatland Tube Company: www.wheatland.com/#sle.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.

C. Fittings:
   1. Manufacturers:
      a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
      b. O-Z/Gedney, a brand of Emerson Industrial Automation: www.emersonindustrial.com/#sle.
      c. Thomas & Betts Corporation: www.tnb.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

NOT FOR BIDDING PURPOSES

2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
3. Material: Use steel or malleable iron.
   a. Do not use die cast zinc fittings.
4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.04 ALUMINUM RIGID METAL CONDUIT (RMC)

A. Manufacturers:
   1. Allied Tube & Conduit: www.alliedeg.com/#sle.
   2. Republic Conduit: www.republic-conduit.com/#sle.
   3. Wheatland Tube Company: www.wheatland.com/#sle.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type RMC aluminum rigid metal conduit complying with ANSI C80.5 and listed and labeled as complying with UL 6A.

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

2.05 PVC-COATED GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

A. Manufacturers:
   1. Thomas & Betts Corporation: www.tnb.com.
   2. Robroy Industries: www.robroy.com.
   3. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit with external polyvinyl chloride (PVC) coating complying with NEMA RN 1 and listed and labeled as complying with UL 6.

C. Exterior Coating: Polyvinyl chloride (PVC), nominal thickness of 40 mil.

D. PVC-Coated Fittings:
   1. Manufacturer: Same as manufacturer of PVC-coated conduit to be installed.
   2. Non-Hazardous Locations: Use fittings listed and labeled as complying with UL 514B.
   3. Material: Use steel or malleable iron.
   4. Exterior Coating: Polyvinyl chloride (PVC), minimum thickness of 40 mil.

E. PVC-Coated Supports: Furnish with exterior coating of polyvinyl chloride (PVC), minimum thickness of 15 mil.

2.06 FLEXIBLE METAL CONDUIT (FMC)

A. Manufacturers:
   1. AFC Cable Systems, Inc: www.afcweb.com.
   2. Electri-Flex Company: www.electriflex.com.
   3. International Metal Hose: www.metalhose.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.

NOT FOR BIDDING PURPOSES

C. Fittings:
   1. Manufacturers:
      a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
      b. O-Z/Gedney, a brand of Emerson Industrial Automation: www.emersonindustrial.com/#sle.
      c. Thomas & Betts Corporation: www.tnb.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.
   2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   3. Material: Use steel or malleable iron.
      a. Do not use die cast zinc fittings.

D. Description: Interlocked steel construction.

E. Fittings: NEMA FB 1.

2.07 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

A. Manufacturers:
   1. AFC Cable Systems, Inc: www.afcweb.com.
   2. Electri-Flex Company: www.electriflex.com.
   3. International Metal Hose: www.metalhose.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

C. Fittings:
   1. Manufacturers:
      a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
      b. O-Z/Gedney, a brand of Emerson Industrial Automation: www.emersonindustrial.com/#sle.
      c. Thomas & Betts Corporation: www.tnb.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.
   2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   3. Material: Use steel or malleable iron.
      a. Do not use die cast zinc fittings.

D. Description: Interlocked steel construction with PVC jacket.

E. Fittings: NEMA FB 1.

2.08 ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers:
   1. Allied Tube & Conduit: www.alliedeg.com.
   2. Republic Conduit: www.republic-conduit.com/#sle.
   3. Wheatland Tube Company: www.wheatland.com.
   4. Triangle
   5. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.

C. Fittings:
   1. Manufacturers:
      a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
      b. O-Z/Gedney, a brand of Emerson Industrial Automation: www.emersonindustrial.com/#sle.
      c. Thomas & Betts Corporation: www.tnb.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

NOT FOR BIDDING PURPOSES

2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
3. Material: Use steel or malleable iron.
   a. Do not use die cast zinc fittings.
4. Connectors and Couplings: Use compression (gland) type.
   a. Do not use indenter type connectors and couplings.
   b. Do not use set-screw type connectors and couplings.

D. Description: ANSI C80.3; galvanized tubing.

E. Fittings and Conduit Bodies: NEMA FB 1; steel or malleable iron compression type.

2.09 ACCESSORIES

A. Conduit Joint Compound: Corrosion-resistant, electrically conductive; suitable for use with the conduit to be installed.

B. Pull Strings: Use nylon cord or 14 AWG zinc-coated steel with average breaking strength of not less than 200 pound-force.

C. Sealing Compound for Sealing Fittings: Listed for use with the particular fittings to be installed.

D. Modular Seals for Conduit Penetrations: Rated for minimum of 40 psig. Suitable for the conduits to be installed.
   1. Product: Link-Seal.
   2. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive conduits.

C. Verify that conditions are satisfactory for installation prior to starting work.

D. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

3.02 INSTALLATION

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

B. All conduit penetrations into equipment enclosures shall be made by the Electrical Contractor.

C. Install conduit securely in a neat and workmanlike manner in accordance with NECA 1.

D. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.

E. Install aluminum rigid metal conduit (RMC) in accordance with NECA 102.

F. Install PVC-coated galvanized steel rigid metal conduit (RMC) using only tools approved by the manufacturer.

G. Conduit Routing:
   1. Unless dimensioned, conduit routing indicated is diagrammatic.
   2. When conduit destination is indicated without specific routing, determine exact routing required.
   3. Conceal all conduits within finished walls, ceilings and floors unless specifically indicated to be exposed.
   4. Conduits in the following areas may be exposed, unless otherwise indicated:
      a. Electrical rooms.
      b. Mechanical equipment rooms.
      c. Within joists in areas with no ceiling.
   5. Unless otherwise approved, do not route conduits exposed:
      a. Across floors.
      b. Across roofs.
      c. Across top of parapet walls.

NOT FOR BIDDING PURPOSES

   d. Across building exterior surfaces.
6. Conduits installed underground or embedded in concrete may be routed in the shortest possible manner unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
7. Arrange conduit to maintain adequate headroom, clearances, and access.
8. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one-shot bender to fabricate bends in metal conduit larger than 2 inch size.
9. Arrange conduit to provide no more than 150 feet between pull points.
10. Route conduits above water and drain piping where possible.
11. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
12. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
13. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
    a. Heaters.
    b. Hot water piping.
    c. Flues.
14. Group parallel conduits in the same area together on a common rack.

H. Conduit Support:
1. Secure and support conduits in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
4. Use conduit strap to support single surface-mounted conduit.
    a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
5. Use metal channel (strut) with accessory conduit clamps to support multiple parallel surface-mounted conduits.
6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
7. Use trapeze hangers assembled from threaded rods and metal channel (strut) with accessory conduit clamps to support multiple parallel suspended conduits.
8. Use non-penetrating rooftop supports to support conduits routed across rooftops (only where approved). All such conduits shall be elevated a minimum of 12 inches above the rooftop where exposed to direct sunlight.
9. Use of spring steel conduit clips for support of conduits is not permitted.
10. Use of wire for support of conduits is not permitted. Remove all wire used for temporary supports.
11. Use of perforated pipe straps for support of conduits is not permitted.
12. Where conduit support intervals specified in NFPA 70 and NECA standards differ, comply with the most stringent requirements.

I. Connections and Terminations:
1. Use fittings compatible with conduit used and suitable for location.
2. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
3. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
4. Use suitable adapters where required to transition from one type of conduit to another.
5. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.

NOT FOR BIDDING PURPOSES

6. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
7. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
8. Bring conduit to shoulders of fittings. Secure joints and connections tightly to provide maximum mechanical strength and electrical continuity. Use bonding bushings or wedges at connections subject to vibration.

J. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
2. All penetrations through floors or walls shall be core-drilled. Use of jack hammers shall not be permitted. Maximum hole diameters shall not exceed 6 inches. All holes shall be spaced at least 18 inches apart in all directions. Re-use of existing penetrations shall be permitted.
3. Prior to any core drilling through floors or walls, the Electrical Contractor shall visually survey both sides to determine if any pipes, ducts or electrical utilities exist that may present obstacles. The Electrical Contractor shall also indentify locations of existing concrete slab reinforcement or in-slab utilities using a pachometer, x-ray or similar device. All core-drilled penetrations shall be a minimum of 3 inches away from existing concrete slab reinforcement or in-slab utilities.
4. Make penetrations perpendicular to surfaces unless otherwise indicated.
5. Provide steel sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
6. Conceal bends for conduit risers emerging above ground.
7. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
8. Provide suitable modular seal where conduits penetrate exterior wall above or below grade.
9. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
10. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
11. Provide metal escutcheon plates for conduit penetrations exposed to public view.
12. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

K. Stub-Up Connections for Equipment: Extend conductors to equipment with rigid metal conduit (RMC). Flexible metal conduit (FMC) or liquidtight flexible metal conduit (LFMC) may be used 6 inches above the floor.

L. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings or approved flexible connections to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
2. Where conduits are subject to earth movement by settlement or frost.

M. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide conduit sealing fittings filled with listed sealing compound at approved and accessible locations near the penetrations to prevent condensation. For concealed conduits, install each fitting in a flush steel box with blank cover plate having finish similar to that of adjacent plates or surfaces. This includes, but is not limited to:
1. Where conduits pass from outdoors into conditioned interior spaces.
2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
3. Where conduits penetrate coolers or freezers, or other refrigerated spaces.

NOT FOR BIDDING PURPOSES

N. Provide pull string in all empty conduits and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.

O. Provide grounding and bonding of conduit in accordance with Section 26 05 26.

P. Identify conduits in accordance with Section 26 05 53.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

C. Where coating of PVC-coated galvanized steel rigid metal conduit (RMC) contains cuts or abrasions, repair in accordance with manufacturer's instructions.

D. Correct deficiencies and replace damaged or defective conduits.

3.04 CLEANING

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

3.05 PROTECTION

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

B. Arrange supports to prevent misalignment during wiring installation.

C. Cut conduit square using saw or pipecutter; de-burr cut ends.

D. Use suitable caps to protect installed conduit against entrance of dirt and moisture.

3.06 INTERFACE WITH OTHER PRODUCTS

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

B. Route conduit through roof openings for piping and ductwork wherever possible. Where separate roofing penetration is required, coordinate location and installation method with roofing installation specified.

END OF SECTION

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SECTION 26 05 37
BOXES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.

B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.

C. Wall and ceiling outlet boxes.

D. Pull and junction boxes.

1.02 RELATED REQUIREMENTS

A. Section 07 84 00 - Firestopping.

B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

C. Section 26 05 29 - Hangers and Supports for Electrical Systems.

D. Section 26 05 34 - Conduit:
   1. Conduit bodies and other fittings.
   2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.

E. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

F. Section 26 27 26 - Wiring Devices:
   1. Wall plates.

1.03 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.

C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.

D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013.

E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.

F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.

H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.

I. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.

J. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
   2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
   3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.

NOT FOR BIDDING PURPOSES

4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify DEDC, LLC of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

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

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for outlet and device boxes and junction and pull boxes.

C. Project Record Documents: Record actual locations for pull boxes.

D. Maintenance Materials: Furnish the following for State of Delaware OMB - Division of Facilities Management's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.06 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 BOXES

A. General Requirements:
   1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
   2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
   3. Provide products listed, classified, and labeled as suitable for the purpose intended.
   4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
   5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
   1. Use sheet-steel boxes for concealed interior dry locations unless otherwise indicated or required.
   2. Use cast iron boxes or cast aluminum boxes for exposed interior dry locations, and for interior and exterior damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
   3. Use cast iron boxes or cast aluminum boxes where exposed galvanized steel rigid metal conduit is used.
   4. Use cast aluminum boxes where aluminum rigid metal conduit is used.
   5. Use suitable concrete type boxes where flush-mounted in concrete.
   6. Use suitable masonry type boxes where flush-mounted in masonry walls.

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7. Use raised covers suitable for the type of wall construction and device configuration where required.
8. Use shallow boxes where required by the type of wall construction.
9. Do not use "through-wall" boxes designed for access from both sides of wall.
10. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
11. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
12. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes.
13. Minimum Box Size, Unless Otherwise Indicated:
    a. Wiring Devices: 4 inch square by 2-1/8 inch deep (100 by 54 mm) trade size.
14. Wall Plates: Comply with Section 26 27 26.
15. Manufacturers:
    a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
    b. Hubbell Incorporated; Bell Products: www.hubbell-rtb.com.
    c. Hubbell Incorporated; RACO Products: www.hubbell-rtb.com.
    d. O-Z/Gedney, a brand of Emerson Industrial Automation: www.emersonindustrial.com/#sle.
    e. Thomas & Betts Corporation; Steel City Products: www.tnb.com/#sle.
    f. Substitutions: See Section 01 60 00 - Product Requirements.

C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
2. NEMA 250 Environment Type, Unless Otherwise Indicated:
    a. Indoor Clean, Dry Locations: Type 1, painted steel.
    b. Outdoor Locations: Type 3R, painted steel.
3. Junction and Pull Boxes Larger Than 100 cubic inches:
    a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
4. Finish for Painted Steel Enclosures: Manufacturer's standard grey unless otherwise indicated.
5. Manufacturers:
    a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com/#sle.
    b. Hoffman, a brand of Pentair Technical Products: www.hoffmanonline.com/#sle.
    c. Hubbell Incorporated; Wiegmann Products: www.hubbell-wiegmann.com/#sle.
    d. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive boxes.

C. Verify that conditions are satisfactory for installation prior to starting work.

D. Verify locations of floor boxes and outlets in offices and work areas prior to rough-in.

3.02 INSTALLATION

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

B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.

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E. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.

F. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.

G. Box Locations:
   1. Unless dimensioned, box locations indicated are approximate.
   2. Locate and orient boxes as required for devices installed under other sections or by others.
   3. Locate boxes so that wall plates do not span different building finishes.
   4. Locate boxes so that wall plates do not cross masonry joints.
   5. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
   6. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated:
      a. Acoustic-Rated Walls: Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches horizontal separation.
      b. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
         1) Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches separation where wall is constructed with individual noncommunicating stud cavities or protect both boxes with listed putty pads.
         2) Do not install flush-mounted boxes with area larger than 16 square inches or such that the total aggregate area of openings exceeds 100 square inches for any 100 square feet of wall area.
   7. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 05 34.
   8. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:
      a. Concealed above accessible suspended ceilings.
      b. Within joists in areas with no ceiling.
      c. Electrical rooms.
      d. Mechanical equipment rooms.

H. Box Supports:
   1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
   2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
   3. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.
   4. Use far-side support to secure flush-mounted boxes supported from single stud in hollow stud walls. Repair or replace supports for boxes that permit excessive movement.

I. Install boxes plumb and level.

J. Flush-Mounted Boxes:
   1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
   2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
   3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.

K. Install boxes as required to preserve insulation integrity.

NOT FOR BIDDING PURPOSES

L. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

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

N. Close unused box openings.

O. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.

P. Provide grounding and bonding of boxes, enclosures and cabinets in accordance with Section 26 05 26.

Q. Identify boxes in accordance with Section 26 05 53.

R. Install boxes securely, in a neat and workmanlike manner, as specified in NECA 1.

S. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.

T. Coordinate installation of outlet boxes for equipment connected under Section 26 27 17.

U. Set wall mounted boxes at elevations to accommodate mounting heights indicated.

V. Electrical boxes are shown on Drawings in approximate locations unless dimensioned.
   1. Adjust box locations up to 10 feet if required to accommodate intended purpose.

W. Maintain headroom and present neat mechanical appearance.

X. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.

Y. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.

Z. Locate outlet boxes to allow luminaires to be positioned as shown on reflected ceiling plan.

AA. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

AB. Locate flush mounting boxes in masonry walls to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.

AC. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.

AD. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.

AE. Use gang box with plaster ring for single device outlets.

3.03 ADJUSTING

A. Adjust flush-mounting outlets to make front flush with finished wall material.

B. Install knockout closures in unused box openings.

3.04 CLEANING

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

3.05 PROTECTION

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

B. Clean exposed surfaces and restore finish.

END OF SECTION

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SECTION 26 05 53
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electrical identification requirements.

B. Large Device Identification.

C. Nameplates and Labels.

D. Wire and cable markers.

E. Voltage markers.

F. Warning signs and labels.

1.02 RELATED REQUIREMENTS

A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

1.03 REFERENCE STANDARDS

A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs; 2011.

B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels; 2011.

C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

D. NFPA 70E - Standard for Electrical Safety in the Workplace; 2015.

E. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.

B. Sequencing:
   1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
   2. Do not install identification products until final surface finishes and painting are complete.

1.05 SUBMITTALS

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

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.

C. Shop Drawings: Provide schedule of items to be identified indicating proposed designations, materials, legends, and formats.

1.06 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

1.07 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

A. Identification for Equipment:
   1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
      a. Panelboards:

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1) Use typewritten circuit directory to identify load(s) served for panelboards with a door.

b. Enclosed switches, circuit breakers, and motor controllers:
1) Identify voltage and phase.
2) Identify power source and circuit number. Include location when not within sight of equipment.
3) Identify load(s) served. Include location when not within sight of equipment.

2. Use voltage marker to identify highest voltage present for each piece of electrical equipment with nominal voltage equal to or greater than 480 V phase-to-phase and 277 V phase-to-ground.
3. Use identification nameplate to identify disconnect location for equipment with remote disconnecting means.
4. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70, including but not limited to the following.
a. Service equipment.
b. Industrial control panels.
c. Motor control centers.
d. Elevator control panels.
e. Industrial machinery.
5. Arc Flash Hazard Warning Labels: Use warning labels to identify arc flash hazards for electrical equipment, such as industrial control panels, that are likely to require examination, adjustment, servicing, or maintenance while energized.
a. Minimum Size: 3.5 by 5 inches.
b. Legend: Include orange header that reads "WARNING", followed by the word message "Arc Flash and Shock Hazard; Appropriate PPE Required; Do not operate controls or open covers without appropriate personal protection equipment; Failure to comply may result in injury or death; Refer to NFPA 70E for minimum PPE requirements" or approved equivalent.
6. Use warning labels, identification nameplates, or identification labels to identify electrical hazards for equipment where multiple power sources are present with the word message "DANGER; Hazardous voltage; Multiple power sources may be present; Disconnect all electric power including remote disconnects before servicing" or approved equivalent.

B. Identification for Conductors and Cables:
1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.
2. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
a. At each source and load connection.
b. Within boxes when more than one circuit is present.
c. Within equipment enclosures when conductors and cables enter or leave the enclosure.

C. Identification for Raceways:
1. Use voltage markers to identify highest voltage present for accessible conduits containing conductors with nominal voltage equal to or greater than 480 V phase-to-phase and 277 V phase-to-ground at maximum intervals of 20 feet.
2. Use identification labels or plastic marker tags to identify circuits enclosed for accessible conduits at wall penetrations, at floor penetrations, at roof penetrations, and at equipment terminations when source is not within sight.
3. Use identification labels or plastic marker tags to identify spare conduits at each end. Identify purpose and termination location.

D. Identification for Boxes:
1. Use voltage markers or identification labels to identify highest voltage present.
2. Use identification labels to identify circuits enclosed.
a. Identify circuits via power source and circuit numbers.

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1) Include voltage and phase for other than 120 V, single phase circuits.
b. For exposed boxes in public areas, provide identification on inside face of cover.

E. Identification for Devices:
1. Wiring Device and Wallplate Finishes: Comply with Section 26 27 26.
2. Use identification label to identify serving branch circuit for all receptacles.
a. For receptacles with weatherproof covers, provide identification on inside surface of weatherproof cover.
3. Use engraved wallplate to identify load controlled for wall-mounted control devices controlling loads that are not visible from the control location and for multiple wall-mounted control devices installed at one location.

2.02 IDENTIFICATION NAMEPLATES AND LABELS

A. Identification Nameplates:
1. Manufacturers:
a. Brimar Industries, Inc: www.brimar.com/#sle.
b. Kolbi Pipe Marker Co: www.kolbipipemarkers.com.
c. Seton Identification Products: www.seton.com.
d. Substitutions: See Section 01 60 00 - Product Requirements.
2. Materials:
a. Indoor Clean, Dry Locations: Use plastic nameplates.
b. Outdoor Locations: Use plastic nameplates suitable for exterior use.
3. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
a. Exception: Provide minimum thickness of 1/8 inch when any dimension is greater than 4 inches.
4. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.

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

C. Format for Equipment Identification:
1. Minimum Size: 1.5 inches by 4 inches.
2. Legend:
a. Equipment designation or other approved description.
b. Voltage and phase (single-phase or 3-phase).
c. Power source and circuit number.
d. Other information as indicated.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height:
a. Equipment Designation: 1/4 inch.
b. Other Information: 1/4 inch.
c. Exception: Provide minimum text height of 1 inch for equipment located more than 10 feet above floor or working platform.
5. Color:
a. Normal Power System: Black text on white background.

NOT FOR BIDDING PURPOSES

D. Format for General Information and Operating Instructions:
   1. Minimum Size: 2 inches by 4 inches.
   2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
   3. Text: All capitalized unless otherwise indicated.
   4. Minimum Text Height: 1/4 inch.
   5. Color: White text on blue background unless otherwise indicated.

E. Format for Caution and Warning Messages:
   1. Minimum Size: 2 inches by 4 inches.
   2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
   3. Text: All capitalized unless otherwise indicated.
   4. Minimum Text Height: 1/2 inch.
   5. Color: Black text on yellow background unless otherwise indicated.

F. Format for Receptacle Identification:
   1. Minimum Size: 3/8 inch by 1.5 inches.
   2. Legend: Power source and circuit number or other designation indicated.
      a. Include voltage and phase for other than 120 V, single phase circuits.
   3. Text: All capitalized unless otherwise indicated.
   4. Minimum Text Height: 3/16 inch.
   5. Color: Black text on white background.

G. Format for Control Device Identification (toggle switches, motor starters, etc.):
   1. Minimum Size: 3/8 inch by 1.5 inches.
   2. Legend: Load controlled, power source and circuit number or other designation indicated.
   3. Text: All capitalized unless otherwise indicated.
   4. Minimum Text Height: 3/16 inch.
   5. Color: Black text on white background.

2.03 WIRE AND CABLE MARKERS

A. Manufacturers:
   1. Brady Corporation: www.bradyid.com.
   2. HellermannTyton: www.hellermanntyton.com.
   3. Panduit Corp: www.panduit.com/#sle.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Markers for Conductors and Cables: Use heat-shrink sleeve type markers suitable for the conductor or cable to be identified.
   1. Do not use self-adhesive type markers.

C. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.

D. Legend: Power source and circuit number or other designation indicated.

E. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
   1. Do not use handwritten text.

F. Minimum Text Height: 1/8 inch.

G. Color: Black text on white background unless otherwise indicated.

H. Locations: Each conductor at pull boxes, junction boxes, and termination or connection points including each load connection.

I. Legend:
   1. Power and Lighting Circuits: Power source and branch circuit or feeder number indicated on drawings.

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2.04 VOLTAGE MARKERS

A. Manufacturers:
   1. Brady Corporation: www.bradyid.com.
   2. Brimar Industries, Inc: www.brimar.com/#sle.
   3. Seton Identification Products: www.seton.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Markers for Conduits: Use factory pre-printed self-adhesive vinyl, self-adhesive vinyl cloth, or vinyl snap-around type markers.

C. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.

D. Minimum Size:
   1. Markers for Equipment: 1 1/8 by 4 1/2 inches.
   2. Markers for Conduits: As recommended by manufacturer for conduit size to be identified.
   3. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches.
   4. Markers for Junction Boxes: 1/2 by 2 1/4 inches.

E. Legend:
   1. Markers for Voltage Identification: Highest voltage present.

F. Color: Black text on orange background unless otherwise indicated.

G. Location: Furnish markers for each conduit longer than 6 feet.

H. Spacing: 20 feet on center.

2.05 WARNING SIGNS AND LABELS

A. Manufacturers:
   1. Brimar Industries, Inc: www.brimar.com/#sle.
   2. Clarion Safety Systems, LLC: www.clarionsafety.com.
   3. Seton Identification Products: www.seton.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.

C. Warning Labels:
   1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
      a. Do not use labels designed to be completed using handwritten text.
   2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
   3. Minimum Size: 2 by 4 inches unless otherwise indicated.

PART 3 EXECUTION

3.01 PREPARATION

A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

B. Degrease and clean surfaces to receive nameplates and labels.

3.02 INSTALLATION

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

B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
   1. Surface-Mounted Equipment: Enclosure front.
   2. Flush-Mounted Equipment: Enclosure front.
   3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
   4. Elevated Equipment: Legible from the floor or working platform.

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5. Interior Components: Legible from the point of access.
6. Conduits: Legible from the floor.
7. Boxes: Outside face of cover.
8. Conductors and Cables: Legible from the point of access.
9. Devices: Outside face of cover.

C. Install identification products centered, level, and parallel with lines of item being identified.

D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws or epoxy cement and to interior surfaces using self-adhesive backing or epoxy cement.

E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 26 27 17
EQUIPMENT WIRING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electrical connections to equipment.

1.02 RELATED REQUIREMENTS

A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables.

B. Section 26 05 34 - Conduit.

C. Section 26 05 37 - Boxes.

1.03 REFERENCE STANDARDS

A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
   2. Determine connection locations and requirements.

B. Sequencing:
   1. Install rough-in of electrical connections before installation of equipment is required.
   2. Make electrical connections before required start-up of equipment.

1.05 SUBMITTALS

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

B. Product Data: Provide wiring device manufacturer's catalog information showing dimensions, configurations, and construction.

1.06 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Products: Listed, classified, and labeled as suitable for the purpose intended.

C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

PART 2 PRODUCTS

2.01 MATERIALS

A. Flexible Conduit: As specified in Section 26 05 34.

B. Wire and Cable: As specified in Section 26 05 19.

C. Boxes: As specified in Section 26 05 37.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 ELECTRICAL CONNECTIONS

A. Make electrical connections in accordance with equipment manufacturer's instructions.

B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.

C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.

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D. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.

E. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.

F. Install terminal block jumpers to complete equipment wiring requirements.

G. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

H. Coolers and Freezers: Cut and seal conduit openings in freezer and cooler walls, floor, and ceilings.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 26 27 26
WIRING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Receptacles.

B. Wall plates.

1.02 RELATED REQUIREMENTS

A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

B. Section 26 05 37 - Boxes.

C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

D. Section 26 27 17 - Equipment Wiring: Cords and plugs for equipment.

1.03 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.

C. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (R 2010).

D. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2012.

E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

F. UL 20 - General-Use Snap Switches; Current Edition, Including All Revisions.

G. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.

H. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.

I. UL 943 - Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
   2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.
   3. Coordinate the placement of outlet boxes for wall switches with actual installed door swings.
   4. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
   5. Notify DEDC, LLC of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

B. Sequencing:
   1. Do not install wiring devices or wall plates until wiring, final surface finishes and painting are complete.

1.05 SUBMITTALS

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

B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.

C. Project Record Documents: Record actual installed locations of wiring devices.

D. Maintenance Materials: Furnish the following for State of Delaware OMB - Division of Facilities Management's use in maintenance of project.

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1. See Section 01 60 00 - Product Requirements, for additional provisions.
2. Extra Wall Plates: One of each style, size, and finish.

1.06 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

D. Products: Listed, classified, and labeled as suitable for the purpose intended.

E. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND PROTECTION

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

PART 2 PRODUCTS

2.01 WIRING DEVICE APPLICATIONS

A. Provide wiring devices suitable for intended use and with ratings adequate for load served.

B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.

C. Provide weather resistant GFCI receptacles with specified weatherproof covers for all receptacles installed outdoors or in damp or wet locations.

D. Unless noted otherwise, do not use combination switch/receptacle devices.

2.02 ALL WIRING DEVICES

A. Provide products listed and classified by Underwriters Laboratories Inc. or testing firm acceptable to the authority having jurisdiction as suitable for the purpose specified and indicated.

2.03 RECEPTACLES

A. Provide as specified on drawings.

2.04 WALL PLATES

A. Manufacturers: Same as wiring devices.

B. Wall Plates: Comply with UL 514D.
1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
2. Size: Standard.
3. Screws: Metal with slotted heads finished to match wall plate finish.

C. Weatherproof Covers for Wet Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected and identified as extra-duty type.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.

C. Verify that wall openings are neatly cut and will be completely covered by wall plates.

D. Verify that final surface finishes are complete, including painting.

E. Verify that floor boxes are adjusted properly.

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F. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

G. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.

B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.03 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.

B. Coordinate locations of outlet boxes provided under Section 26 05 37 as required for installation of wiring devices provided under this section.
   1. Mounting Heights:As indicated on the drawings.

C. Install wiring devices in accordance with manufacturer's instructions.

D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

E. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.

F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.

G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

H. Provide GFCI receptacles with integral GFCI protection at each location indicated. Do not use feed-through wiring to protect downstream devices.

I. Install wiring devices plumb, secure and level with mounting yoke held rigidly in place.

J. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.

K. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.

L. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

M. Identify wiring devices in accordance with Section 26 05 53.

N. Install galvanized steel cover plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted switches & outlets.

3.04 INTERFACE WITH OTHER PRODUCTS

A. Coordinate locations of outlet boxes provided under Section 26 05 37 to obtain mounting heights indicated on drawings.

3.05 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect each wiring device for damage and defects.

C. Test each receptacle to verify operation and proper polarity.

D. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.

E. Correct wiring deficiencies and replace damaged or defective wiring devices.

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3.06 ADJUSTING

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

3.07 CLEANING

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

END OF SECTION

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SECTION 26 28 17
ENCLOSED CIRCUIT BREAKERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Molded case circuit breakers.

1.02 RELATED REQUIREMENTS

A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

B. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.

C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

D. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

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

1.05 SUBMITTALS

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

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for circuit breakers, enclosures, and other installed components and accessories.
   1. Include characteristic trip curves for each type and rating of circuit breaker upon request.

C. Shop Drawings: Indicate outline and support point dimensions, voltage and current ratings, short-circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.

1.06 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

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1.07 DELIVERY, STORAGE, AND HANDLING

A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed circuit breaker internal components, enclosure, and finish.

1.08 FIELD CONDITIONS

A. Maintain ambient temperature between 23 degrees F and 104 degrees F during and after installation of enclosed circuit breakers.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Eaton Corporation: www.eaton.com.

B. Substitutions: Not permitted.

2.02 MOLDED CASE CIRCUIT BREAKERS

A. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489; ratings, configurations, and features as indicated on the drawings.

B. Provide products listed and labeled by Underwriters Laboratories Inc. or testing firm acceptable to the authority having jurisdiction as suitable for the purpose indicated.

C. Interrupting Capacity:
   1. Provide circuit breaker(s) with interrupting capacity as required to provide the short circuit current rating(s) indicated.

D. Conductor Terminations:
   1. Provide mechanical lugs unless otherwise indicated.
   2. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.

E. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.

F. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that the ratings of the enclosed circuit breakers are consistent with the indicated requirements.

C. Verify that mounting surfaces are ready to receive enclosed circuit breakers.

D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

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

B. Perform work in accordance with NECA 1 (general workmanship).

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Provide required supports in accordance with Section 26 05 29.

E. Install enclosed circuit breakers plumb.

F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed circuit breakers such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.

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G. Provide grounding and bonding in accordance with Section 26 05 26.

H. Identify enclosed circuit breakers in accordance with Section 26 05 53.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with manufacturer's instructions and NETA ATS, except Section 4.

C. Perform inspections and tests listed in NETA ATS, Section 7.6.1.1. Tests listed as optional are not required.

D. Correct deficiencies and replace damaged or defective enclosed circuit breakers.

E. Perform several mechanical ON-OFF operations on each circuit breaker.

F. Verify circuit continuity on each pole in closed position.

G. Determine that circuit breaker will trip on overcurrent condition, with tripping time to NEMA AB 1 requirements.

3.04 ADJUSTING

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

3.05 CLEANING

A. Clean dirt and debris from circuit breaker enclosures and components according to manufacturer's instructions.

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

END OF SECTION

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SECTION 26 29 33

ELECTRICAL HEAT TRACING FOR PIPING

GENERAL

1.01 SUMMARY

A. This Section includes a UL Listed, CSA Certified and FM Approved heat tracing system for freeze protection of aboveground water lines consisting of self-regulating heating cable, connection kits, thermostat and installation accessories.

1.02 SYSTEM DESCRIPTION

A. System for freeze protection of above-ground water lines with Proportional Ambient Sensing Control (PASC), monitoring, integrated ground-fault circuit protection and Building Management System (BAS) communication capabilities.

1.03 SUBMITTALS

A. Product Data
   1. Heating cable data sheet
   2. UL, CSA, FM approval certificates for freeze protection for aboveground water lines
   3. Pipe freeze protection design guide
   4. System installation and operation manual
   5. System installation details
   6. Connection kits and accessories data sheet

1.04 QUALITY ASSURANCE

A. Manufacturers Qualifications
   1. Manufacturer to show minimum of ten (10) years experience in manufacturing electric self-regulating heating cables.
   2. Manufacturer will be ISO-9001 registered.
   3. Manufacturer to provide products consistent with UL 515, CSA 22.2 No 130-03 and IEEE 515.1 requirements.

B. Installer Qualifications
   1. System installer shall have complete understanding of product and product literature from manufacturer or authorized representative prior to installation. Electrical connections shall be performed by a licensed electrician.

C. Regulatory Requirements and Approvals
   1. The system (heating cable, connection kits, and controller) shall be UL Listed, CSA Certified and FM Approved for freeze protection of aboveground water lines.

D. Electrical Components, Devices, and Accessories: Listed and labelled as defined in NFPA 70, Article 100, by a Nationally Recognized Testing Laboratory (NRTL), and marked for intended use.

1.05 DELIVERY, STORAGE AND HANDLING

A. General Requirements: Deliver, store and handle products to prevent their deterioration or damage due to moisture, temperature changes, contaminates or other causes.

B. Delivery and Acceptance Requirements: Deliver products to site in original, unopened containers or packages with intact and legible manufacturers' labels identifying the following:
   1. Product and Manufacturer
   2. Length/Quantity
   3. Lot Number
   4. Installation and Operation Manual
   5. MSDS (if applicable)

C. Storage and Handling Requirements
   1. Store the heating cable in a clean, dry location with a temperature range 0°F (-18°C) to 140°F (60°C).

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2. Protect the heating cable from mechanical damage.
3. Protect the heating cable from water damage by protecting all cable ends from water ingress.

1.06 WARRANTY

A. Extended Warranty
1. Manufacturer shall provide ten (10) year warranty for all heating cables and components. Provide two (2) year warranty for all heat trace controllers and accessories.
2. Contractor shall submit to owner results of installation tests required by the manufacturer.

PRODUCTS

2.01 MANUFACTURERS AND PRODUCTS

A. Contract Documents are based on manufacturer and products named below to establish a standard of quality.

B. Basis of Design
1. Basis of Design Product Selections
a. Manufacturer
1) Manufacturers shall have minimum of ten (10) years experience with manufacture & installation self-regulating heating cables.
2) Manufacturer shall provide UL, CSA, FM approval certificates for freeze protection of aboveground water lines.
3) Manufacturer shall be Pentair Thermal Building Solutions, located at 7433 Harwin Drive, Houston, TX 77036 Tel: (800) 545-6258 www.pentairthermal.com
4) Substitutions: See Section 01 60 00 - Product Requirements.
b. Pipe Freeze Protection System
1) Pentair XL-Trace/RayClic System

2.02 PRODUCTS, GENERAL

A. Single Source Responsibility: Furnish heat tracing system for the freeze protection of aboveground water lines from a single manufacturer.

B. The system (heating cable, connection kits, and controller) shall be UL Listed, CSA Certified and FM Approved for freeze protection of aboveground water lines. No parts of the system may be substituted or exchanged.

2.03 PRODUCTS

A. Self-Regulating Heating Cable
1. Heating cable shall be Raychem XL-Trace self-regulating heating cable manufactured by Pentair Thermal Building Solutions.
a. Model Numbers
1) 5XL1-CR
2. The heating cable shall consist of a continuous core of conductive polymer that is radiation cross-linked, extruded between two (2) 16 AWG nickel-plated copper bus wires that varies its power output in response to pipe temperature changes.
3. The heating cable shall have a modified polyolefin inner jacket and a tinned-copper braid to provide a ground path and enhance the cables ruggedness.
4. The heating cable shall have a polyolefin (-CR) outer jacket.
5. The heating cable shall have a self-regulating factor of at least 90 percent. The self-regulating factor is defined as the percent reduction of the heating cable power output going from a 40°F pipe temperature to 150°F pipe temperature.
6. The heating cable shall operate on line voltages of 120 volts without the use of transformers.
7. The heating cable shall be UL part of a UL Listed, CSA Certified and FM Approved system.
8. The outer jacket of the heating cable shall have the following markings:
a. Heating cable model number

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b. Agency listings
c. Meter mark
d. Lot/Batch ID

B. Heating Cable Connection Kits
1. Heating cable connection kits shall be Raychem RayClic connection kits
2. Manufacturer shall provide power connection, splice/tee and end seal kits compatible with selected heating cable.
3. Installation shall not require the installing contractor to cut into the heating-cable core to expose the bus wires.
4. Connection kits shall be rated NEMA 4X to prevent water ingress and corrosion. All components shall be UV stabilized.
5. Connection kits shall be UL Listed, CSA Certified and FM Approved.

C. Heating Cable Installation Accessories
1. High temperature, glass filament tape for attachment of heating cable to water lines. Cable ties are not permitted. (Pentair Catalog Number: GT-66)
2. Plastic Piping - provide an aluminium self-adhesive tape over the heating cable on all plastic piping if required. (Pentair Catalog Number: AT-180)
3. Metal cable ties are not permitted.

D. Identification of Heating Cable System
1. Contractor shall provide and install Raychem model ETL ("Electric Heat Traced") labels on exterior of pipe insulation every ten (10) feet on opposite sides of the pipe for the entire length of heat traced piping.
2. In addition, all splices, tees, crosses and power connections shall be labeled on the exterior of the pipe insulation indicating the presence of a connection kit.

E. Thermal Pipe Insulation
1. Pipes must be thermally insulated in accordance with the XL-Trace design guide requirements.
2. Thermal insulation must be a type that is flame retardant (closed-cell or fiberglass) with waterproof covering.

2.04 SYSTEM LISTING

A. The system (heating cable, connection kits, and controller) shall be UL Listed, CSA Certified and FM Approved for freeze protection of aboveground water lines.

B. The freeze protection system shall have a design, installation and operating manual specific to aboveground water lines.

EXECUTION

3.01 INSTALLERS

A. Acceptable Installers
1. Subject to compliance with requirements of Contract Documents, installer shall be familiar with installing heat-trace cable and equipment.

3.02 INSTALLATION

A. Comply with manufacturer's recommendations in the XL-Trace System Installation and Operation Manual.

B. Apply the heating cable linearly on the pipe after piping has successfully completed any pressure tests. Secure the heating cable to piping with fiberglass tape.

C. Install electric heating cable according to the drawings and the manufacturer's instructions. The installer shall be responsible for providing a complete functional system, installed in accordance with applicable national and local requirements.

D. Install thermostat with outside air temperature sensor that will energize heat tracing when outside ambient air temperature drops below 40 degrees Fahrenheit (4.4 degrees Celsius).

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E. Grounding of controller shall be equipment according to Section 26 05 26 "Grounding and Bonding for Electrical Systems."

F. Connection of all electrical wiring shall be according to Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."

3.03 FIELD QUALITY CONTROL

A. Start-up of system shall be performed by factory technician or factory representative per the owner's requirements.

B. Field Testing and Inspections
   1. The system shall be commissioned in accordance to the XL-Trace Installation and Operation manual.
   2. The heating cable circuit integrity shall be tested using a 2500 Vdc megohmmeter at the following intervals below. Minimum acceptable insulation resistance shall be 1000 megohms or greater.
      a. Before installing the heating cable
      b. After heating cable has been installed onto the pipe
      c. After installing connection kits
      d. After the thermal insulation is installed onto the pipe
      e. Prior to initial start-up (commissioning)
      f. As part of the regular system maintenance
   3. The technician shall verify that the ACCS-30 control parameters are set to the application requirements.
   4. The technician shall verify that the ACCS-30 alarm contacts are corrected connected to the BMS.
   5. The technician shall verify that the ACCS-30 and ProtoNode-RER/-LER are configured correctly with the BMS.
   6. All commissioning results will be recorded and presented to the owner.

3.04 MAINTENANCE

A. Maintenance Service
   1. Comply with manufacturer's recommendations in XL-Trace System Installation and Operation Manual.

END OF SECTION

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