

***STATE OF DELAWARE  
DELAWARE HEALTH & SOCIAL SERVICES  
OMB/DFM CONTRACT # MC3511000008***

***SPECIFICATIONS  
FOR***

***HVAC RENOVATION***

***AT***

***STOCKLEY CENTER – 101 LLOYD LANE  
GEORGETOWN, DELAWARE***



***ISSUED FOR 90% REVIEW  
AUGUST 2012***

***DEDCC PROJECT # 11P386***

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**DRAFT**  
**NOT FOR BID**

## ADVERTISEMENT FOR BIDS

Sealed bids for **OMB/DFM Contract No. MC3511000008 – Stockley Center – 101 Lloyd's Lane - HVAC Replacement**, will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, in the reception area of the Facilities Management Office in the Thomas Collins Building, 540 S. DuPont Highway, Suite 1 (Third Floor), Dover, DE 19901 until 2:00 p.m. local time on Friday, October 19, 2012, at which time they will be publicly opened and read aloud in the Conference Room. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Project involves the following at 101 Lloyd's Lane at the Stockley Center in Georgetown, Delaware: remove existing packaged rooftop air handling unit and install five (5) new rooftop air handling units with new supply and discharge ductwork routed on the roof. Installation shall include installing new gas piping for the new rooftop units. Gas piping shall initially use propane for future conversion to natural gas. Patch and repair roofing and ceiling as required to accommodate the new air handling unit installation. Replace exhaust fans as shown. Project includes miscellaneous carpentry, mechanical, electrical, controls, insulation, and balancing.

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

A **MANDATORY** Pre-Bid Meeting will be held on Thursday, September 27, 2012, at 10:00 a.m. in the Facilities Operations conference room at the Stockley Center, 26351 Patriot's Way, Georgetown, Delaware, for the purpose of establishing the list of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to the Division of Facilities Management, 540 S. DuPont Highway, Suite 1, Dover, DE 19901, Attn: Rich Glazek. The outer envelope should clearly indicate: **"OMB/DFM CONTRACT NO. MC3511000008 – STOCKLEY CENTER – 101 LLOYD'S LANE - HVAC REPLACEMENT - SEALED BID - DO NOT OPEN."**

Contract documents may be obtained at the office of Delaware Engineering and Design Corporation, 315 S. Chapel Street, Newark, DE 19711, phone (302) 738-7172, upon receipt of \$75.00 per set/non-refundable. Checks are to be made payable to "Delaware Engineering and Design Corporation". ***Please phone ahead to confirm document availability.***

Construction documents will be available for review at the following locations: Delaware Engineering and Design Corporation; Delaware Contractors Association; Associated Builders and Contractors

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

**END OF ADVERTISEMENT FOR BIDS**

## **INSTRUCTIONS TO BIDDERS**

### **TABLE OF ARTICLES**

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2. BIDDER'S REPRESENTATION
3. BIDDING DOCUMENTS
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7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

**ARTICLE 1: GENERAL****1.1 DEFINITIONS**

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

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

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

- 1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

## **ARTICLE 2: BIDDER'S REPRESENTATIONS**

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.

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

### 2.3 JOINT VENTURE REQUIREMENTS

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

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

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

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a valid Delaware Business License Number with their Bid or shall state that the process of application for a Delaware Business License has been initiated.

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

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

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

### 2.4 ASSIGNMENT OF ANTITRUST CLAIMS

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

## ARTICLE 3: BIDDING DOCUMENTS

### 3.1 COPIES OF BID DOCUMENTS

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

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

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

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

### 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.
- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

### 3.3 SUBSTITUTIONS

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

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

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

3.4 ADDENDA

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

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

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

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

**ARTICLE 4: BIDDING PROCEDURES**

4.1 PREPARATION OF BIDS

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

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

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

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

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

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

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

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

- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.2 BID SECURITY
- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).
- 4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.
- 4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.
- 4.3 SUBCONTRACTOR LIST
- 4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.
- 4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.
- 4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.
- 4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS
- 4.4.1 During the performance of this contract, the contractor agrees as follows:
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed,

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

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

#### 4.5 PREVAILING WAGE REQUIREMENT

- 4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000, and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.
- 4.5.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.
- 4.5.3 The employer shall pay all mechanics and laborers employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.
- 4.5.4 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.
- 4.5.5 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

#### 4.6 SUBMISSION OF BIDS

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

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

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

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

#### 4.7 MODIFICATION OR WITHDRAW OF BIDS

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

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

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

### ARTICLE 5: CONSIDERATION OF BIDS

#### 5.1 OPENING/REJECTION OF BIDS

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

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

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

#### 5.2 COMPARISON OF BIDS

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

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

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

- 5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.
- 5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).
- 5.3 DISQUALIFICATION OF BIDDERS
- 5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:
- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
  - B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
  - C. The Bidder's written safety plan;
  - D. Whether the Bidder is qualified legally to contract with the State;
  - E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
  - F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.
- 5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.
- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- 5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
  - 5.3.3.2 Evidence of collusion among Bidders.
  - 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
  - 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
  - 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

- 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
- 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- 5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."
- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) or a Delaware business license number, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification or Delaware business 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. Prior to execution of the resulting contract, the successful Bidder shall be required to produce proof of its Delaware business license if not provided in its bid.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

**ARTICLE 6: POST-BID INFORMATION****6.1 CONTRACTOR'S QUALIFICATION STATEMENT**

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

**6.2 BUSINESS DESIGNATION FORM**

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

**ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND****7.1 BOND REQUIREMENTS**

- 7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.
- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

**7.2 TIME OF DELIVERY AND FORM OF BONDS**

- 7.2.1 The bonds shall be dated on or after the date of the Contract.
- 7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

**ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR**

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

END OF INSTRUCTIONS TO BIDDERS

# BID FORM

**To:** Mr. Richard Glazeski  
Construction Projects Coordinator  
State of Delaware  
Office of Management and Budget  
540 S. DuPont Highway, Suite 1  
Dover, DE 19901

**Phone No.:** (        ) \_\_\_\_\_ - \_\_\_\_\_      **Fax No.:** (        ) \_\_\_\_\_ - \_\_\_\_\_

\$ \_\_\_\_\_

(\$ \_\_\_\_\_)

101 LLOYD LANE HVAC RENOVATION  
GEORGETOWN, DELAWARE  
OMB/DFM# MC3511000008

**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 (30) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

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

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

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

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

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

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

By \_\_\_\_\_ Trading as \_\_\_\_\_  
(Individual's / General Partner's / Corporate Name)  
\_\_\_\_\_  
(State of Corporation)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
(SEAL) ( Authorized Signature )

\_\_\_\_\_  
( Title )  
Date: \_\_\_\_\_

**ATTACHMENTS**

Sub-Contractor List  
Non-Collusion Statement  
Bid Security  
(Others as Required by Project Manuals)

**BID FORM**

**SUBCONTRACTOR LIST**

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

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>
1. MECHANICAL		
2. ELECTRICAL		
3. INSULATION		
4. CONCRETE		
5. SPRINKLER		
6.		
7.		
8.		
9.		

**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 OMB.DFM# MC3511000008 have been thoroughly examined and are understood.

**NAME OF BIDDER:**

**AUTHORIZED REPRESENTATIVE  
(TYPED):**

**AUTHORIZED REPRESENTATIVE  
(SIGNATURE):**

**TITLE:**

**ADDRESS OF BIDDER:**

**PHONE NUMBER:**

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

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

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**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. \_\_\_\_\_, to be paid to the **State** for the use and  
benefit of the Delaware Health and Social Services for which payment well and truly to be made, we do bind  
ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and  
in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal**  
who has submitted to the Delaware Health and Social Services a certain proposal to enter into this contract  
for the furnishing of certain material and/or services within the **State**, shall be awarded this Contract, and if  
said **Principal** shall well and truly enter into and execute this Contract as may be required by the terms of  
this Contract and approved by the Delaware Health and Social Services 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

Corporate  
Seal

By:

\_\_\_\_\_  
Name of Bidder (Organization)

\_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

Witness: \_\_\_\_\_

By:

\_\_\_\_\_  
Title

STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR

The Standard Form of Agreement Between Owner and Contractor are as stated in the American Institute of Architects Document AIA A101 (2007 version) entitled Standard Form of Agreement Between Owner and Contractor and is part of this project manual as if herein written in full. A draft sample has been included for reference.

DRAFT  
NOT FOR BID

# DRAFT AIA<sup>®</sup> Document A101<sup>™</sup> - 2007

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

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

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

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

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

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

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA<sup>®</sup> Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
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- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

«The commencement date will be fixed in a notice to proceed.»

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ----- days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

<< >>

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

<< >>

#### ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

<< >>

§ 4.3 Unit prices, if any:

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

Item	Units and Limitations	Price Per Unit (\$ 0.00)
------	-----------------------	--------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

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

Item	Price
------	-------

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

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

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

<< >>

*§ 5.1.3 Provided that 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.*

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent ( 5% ). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5% );
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

<< >>

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

## § 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

<< >>

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

<< >>  
<< >>  
<< >>  
<< >>

## § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ☐ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ☐ ] Litigation in a court of competent jurisdiction

[ ☒ ] Other (Any remedies available in law or in equity.)

<< >>

## ARTICLE 7 TERMINATION OR SUSPENSION

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

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

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

§ 8.3 The Owner's representative:

(Name, address and other information)

<< >>  
<< >>  
<< >>  
<< >>  
<< >>  
<< >>

§ 8.4 The Contractor's representative:

(Name, address and other information)

<< >>  
<< >>  
<< >>

<< >>  
<< >>  
<< >>

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

§ 8.6 Other provisions:

<< >>

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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

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

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

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

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:  
<< >>
- 2 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract

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

« »

#### ARTICLE 10 INSURANCE AND BONDS

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

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

Type of insurance or bond

Limit of liability or bond amount (\$)

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

OWNER (Signature)

« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

DRAFT  
NOT FOR BID

**SUPPLEMENT TO THE CONTRACT FOR CONSTRUCTION A101-2007**

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

**ARTICLE 5: PAYMENTS**

## 5.1 PROGRESS PAYMENTS

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

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

**ARTICLE 6: DISPUTE RESOLUTION**

## 6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

**ARTICLE 8: MISCELLANEOUS PROVISIONS**

## 8.2 Insert the following:

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

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

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

**END OF SUPPLEMENT TO THE CONTRACT FOR CONSTRUCTION**

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name: By: \_\_\_\_\_ (SEAL)  
Name:  
Title:  
(Corporate Seal)

SURETY

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name: By: \_\_\_\_\_ (SEAL)  
Name:  
Title:  
(Corporate Seal)

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**PAYMENT BOND**

Bond Number: \_\_\_\_\_

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

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

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

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

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

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

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

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

SURETY

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

APPLICATION AND  
CERTIFICATE FOR PAYMENT

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.

DRAFT  
NOT FOR BID

**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: Delaware Engineering and Design  
Corporation  
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
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
NET CHANGES by Change Order	\$	0.00

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

CONTRACTOR:

By: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Date: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ 0.00

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

ARCHITECT:

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO: 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

GENERAL CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT

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

DRAFT  
NOT FOR BID

# DRAFT AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## General Conditions of the Contract for Construction

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

THE OWNER:  
(Name, legal status and address)

THE ARCHITECT:  
(Name, legal status and address)

«Delaware Engineering and Design Corporation»«, Professional Corporation»  
«315 S. Chapel Street  
Newark, DE 19711»

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- 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.

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**NOT FOR BID**

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### § 1.1.2 THE CONTRACT

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

#### § 1.1.3 THE WORK

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

#### § 1.1.4 THE PROJECT

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

#### § 1.1.5 THE DRAWINGS

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

#### § 1.1.6 THE SPECIFICATIONS

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

#### § 1.1.7 INSTRUMENTS OF SERVICE

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

#### § 1.1.8 INITIAL DECISION MAKER

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

### § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

### § 1.3 CAPITALIZATION

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

### § 1.4 INTERPRETATION

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

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

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

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

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

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

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

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

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

## § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

## § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

## § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

### § 3.5 WARRANTY

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

### § 3.6 TAXES

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

### § 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

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

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

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

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 SUPERINTENDENT

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

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

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

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

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

### § 3.13 USE OF SITE

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

### § 3.14 CUTTING AND PATCHING

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

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

### § 3.15 CLEANING UP

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

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

### § 3.16 ACCESS TO WORK

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

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

## § 3.18 INDEMNIFICATION

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

### § 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

#### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

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

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

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

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

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

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

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

### § 5.3 SUBCONTRACTUAL RELATIONS

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

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

#### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

##### § 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

### § 6.3 OWNER'S RIGHT TO CLEAN UP

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

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

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

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

### § 7.2 CHANGE ORDERS

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

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

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

## ARTICLE 8 TIME

### § 8.1 DEFINITIONS

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

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

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

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

### § 8.2 PROGRESS AND COMPLETION

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

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

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

### § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 SCHEDULE OF VALUES

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

### § 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### § 9.4 CERTIFICATES FOR PAYMENT

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

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

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

## § 9.6 PROGRESS PAYMENTS

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,

stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 SUBSTANTIAL COMPLETION

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

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

## § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

### § 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

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

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

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

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

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

#### § 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

#### § 10.4 EMERGENCIES

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

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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

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

## § 11.2 OWNER'S LIABILITY INSURANCE

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

## § 11.3 PROPERTY INSURANCE

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

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

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

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

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

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### § 11.3.2 BOILER AND MACHINERY INSURANCE

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

#### § 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

#### § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

#### § 12.2 CORRECTION OF WORK

##### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

##### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

## § 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

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

### § 13.2 SUCCESSORS AND ASSIGNS

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

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

### § 13.3 WRITTEN NOTICE

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

### § 13.4 RIGHTS AND REMEDIES

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

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

## § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

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

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

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

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

## § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

## § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 CLAIMS

##### § 15.1.1 DEFINITION

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

##### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

##### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

##### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

##### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

#### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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

#### § 15.2 INITIAL DECISION

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

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

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

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

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

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

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

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

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

### § 15.3 MEDIATION

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

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

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

### § 15.4 ARBITRATION

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

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

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

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

### § 15.4.4 CONSOLIDATION OR JOINDER

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

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

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**SUPPLEMENTARY GENERAL CONDITIONS A201-2007**

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

## TABLE OF ARTICLES

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

**ARTICLE 1: GENERAL PROVISIONS****1.1 BASIC DEFINITIONS****1.1.1 THE CONTRACT DOCUMENTS**

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

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

Add the following Paragraph:

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

**1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

Add the following Paragraphs:

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

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

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

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

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

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

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

Delete Paragraph 1.5.2 in its entirety.

## **ARTICLE 2: OWNER**

### **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

To Subparagraph 2.2.3 – Add the following sentence:

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

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor shall be furnished free of charge up to five (5) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

## **ARTICLE 3: CONTRACTOR**

### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

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

Delete the third sentence in Paragraph 3.2.3.

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

Add the following Paragraphs:

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

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

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

### 3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

- 3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.
- 3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.

### 3.5 WARRANTY

Add the following Paragraphs:

- 3.5.1 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.
- 3.5.2 Defects appearing during the period of guarantee will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.
- 3.5.3 In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.
- 3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

- 3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all

pipings, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.

- 3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.
- 3.11.3 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

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

#### **ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

##### **4.2 ADMINISTRATION OF THE CONTRACT**

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

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

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

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

Add the following Paragraph:

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

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

#### **ARTICLE 5: SUBCONTRACTORS**

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

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

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

**ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS****6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

Delete Paragraph 6.1.4 in its entirety.

**6.2 MUTUAL RESPONSIBILITY**

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

**ARTICLE 7: CHANGES IN THE WORK**

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

**ARTICLE 8: TIME****8.2 PROGRESS AND COMPLETION**

Add the following Paragraphs:

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

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

**8.3 DELAYS AND EXTENSION OF TIME**

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

Add the following Paragraph:

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

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

8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1 shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

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

**ARTICLE 9: PAYMENTS AND COMPLETION****9.2 SCHEDULE OF VALUES**

Add the following Paragraphs:

- 9.2.1 The Schedule of Values shall be submitted using AIA Document G702, Continuation Sheet to G703.
- 9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1% of the initial contract amount.

**9.3 APPLICATIONS FOR PAYMENT**

Add the following Paragraph:

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

Add the following Paragraphs:

- 9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.
- 9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

**9.5 DECISIONS TO WITHHOLD CERTIFICATION**

Add the following to 9.5.1:

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

**9.6 PROGRESS PAYMENTS**

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

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

**9.7 FAILURE OF PAYMENT**

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

**9.8 SUBSTANTIAL COMPLETION**

To Subparagraph 9.8.3- Add the following sentence:

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

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

**ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY****10.1 SAFETY PRECAUTIONS AND PROGRAMS**

Add the following Paragraphs:

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

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

**10.2 SAFETY OF PERSONS AND PROPERTY**

Add the following Paragraph:

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

**10.3 HAZARDOUS MATERIALS**

Delete Paragraph 10.3.3 in its entirety.

10.5 Delete Paragraphs 10.3.6 in its entirety.

**ARTICLE 11: INSURANCE AND BONDS****11.1 CONTRACTOR'S LIABILITY INSURANCE**

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

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROPERTY INSURANCE

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

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

11.4 PERFORMANCE BOND AND PAYMENT BOND

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

**ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

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

12.2.2.1 Strike "one" and insert "two".

12.2.2.2 Strike "one" and insert "two".

12.2.2.3 Strike "one" and insert "two".

12.2.5 In second sentence, strike "one" and insert "two".

**ARTICLE 13: MISCELLANEOUS PROVISIONS**

13.1 GOVERNING LAW

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

13.6 INTEREST

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

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

**ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT**

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

**ARTICLE 15: CLAIMS AND DISPUTES**

15.1.2 Throughout the Paragraph strike "21" and insert "45".

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 in its entirety.

15.2 INITIAL DECISION

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

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

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

15.3 MEDIATION

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

15.3.2 In the first sentence, delete "administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in

effect on the date of the Agreement,” Strike “binding dispute resolution” and insert “remedies at law and in equity”.

15.4 ARBITRATION

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

END OF SUPPLEMENTARY GENERAL CONDITIONS

**DRAFT**  
**NOT FOR BID**

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

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

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

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2012

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	23.22	29.83	39.20
BOILERMAKERS	65.47	33.22	48.83
BRICKLAYERS	45.63	45.63	45.63
CARPENTERS	49.06	49.06	39.22
CEMENT FINISHERS	40.38	29.11	21.20
ELECTRICAL LINE WORKERS	43.49	37.29	28.44
ELECTRICIANS	59.10	59.10	59.10
ELEVATOR CONSTRUCTORS	73.14	40.93	30.55
GLAZIERS	62.60	62.60	54.20
INSULATORS	50.38	50.38	50.38
IRON WORKERS	58.70	58.70	58.70
LABORERS	37.20	37.20	37.20
MILLWRIGHTS	60.85	60.85	47.42
PAINTERS	40.62	40.62	40.62
PILEDRIERS	66.42	37.64	30.45
PLASTERERS	21.61	21.61	17.50
PLUMBERS/PIPEFITTERS/STEAMFITTERS	57.95	43.24	46.28
POWER EQUIPMENT OPERATORS	55.81	55.81	24.13
ROOFERS-COMPOSITION	21.01	20.71	17.02
ROOFERS-SHINGLE/SLATE/TILE	17.59	17.50	16.45
SHEET METAL WORKERS	64.39	62.18	62.18
SOFT FLOOR LAYERS	44.92	44.92	44.92
SPRINKLER FITTERS	50.65	50.65	50.65
TERRAZZO/MARBLE/TILE FNRS	50.50	50.50	45.45
TERRAZZO/MARBLE/TILE STRS	57.98	57.98	52.63
TRUCK DRIVERS	22.49	23.89	20.03

CERTIFIED: 8/23/12

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

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

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

**PROJECT:** 101 Lloyds Lane HVAC Replacement, Sussex County

## GENERAL REQUIREMENTS

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

**ARTICLE 2: OWNER**

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

**ARTICLE 3: CONTRACTOR**

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

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

- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."
- 3.12. The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

**ARTICLE 4: ADMINISTRATION OF THE CONTRACT****4.1 CONTRACT SURETY**

#### 4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

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

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

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

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

#### 4.2 FAILURE TO COMPLY WITH CONTRACT

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

#### 4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the

State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

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

#### 4.4 RIGHT TO AUDIT RECORDS

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

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

### ARTICLE 5: SUBCONTRACTORS

#### 5.1 SUBCONTRACTING REQUIREMENTS

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

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
  - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
  - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
  - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

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

- 5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.
- 5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:
- A. Is unqualified to perform the work required;
  - B. Has failed to execute a timely reasonable Subcontract;
  - C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
  - D. Is no longer engaged in such business.
- 5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS
- 5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount\*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.
- \*one (1) percent of contract amount not to exceed \$10,000
- 5.3 ASBESTOS ABATEMENT
- 5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.
- 5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED
- 5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.
- 5.5 CONTRACT PERFORMANCE
- 5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

**ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS**

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

**ARTICLE 7: CHANGES IN THE WORK**

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the "DPE" wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.
- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

**ARTICLE 8: TIME**

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.
- 8.4 **SUSPENSION AND DEBARMENT**
- 8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."
- 8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."
- 8.5 **RETAINAGE**
- 8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.
- 8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities,

the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

## **ARTICLE 9: PAYMENTS AND COMPLETION**

### **9.1 APPLICATION FOR PAYMENT**

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

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

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

### **9.2 PARTIAL PAYMENTS**

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

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

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

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

### **9.3 SUBSTANTIAL COMPLETION**

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

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and

accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

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

#### 9.4 FINAL PAYMENT

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

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

- 9.4.1.2 An acceptable RELEASE OF LIENS,

- 9.4.1.3 Copies of all applicable warranties,

- 9.4.1.4 As-built drawings,

- 9.4.1.5 Operations and Maintenance Manuals,

- 9.4.1.6 Instruction Manuals,

- 9.4.1.7 Consent of Surety to final payment.

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

#### ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

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

- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform

this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

#### **ARTICLE 11: INSURANCE AND BONDS**

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

#### 11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

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

#### 11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

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

#### 11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

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

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

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

11.7.5.2 Minimum Limit for all employees working at one site.

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

#### 11.7.7 Social Security Liability

- 11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.
- 11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.
- 11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

## **ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

- 12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.
- 12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

## **ARTICLE 13: MISCELLANEOUS PROVISIONS**

- 13.1 CUTTING AND PATCHING
- 13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.
- 13.2 DIMENSIONS
- 13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.
- 13.3 LABORATORY TESTS
- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.

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

13.4 ARCHAEOLOGICAL EVIDENCE

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

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

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

**ARTICLE 14: TERMINATION OF CONTRACT**

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

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

END OF GENERAL REQUIREMENTS

DRAFT  
NOT FOR BID

## SECTION 01 10 00

### SUMMARY

#### PART 1 GENERAL

##### 1.01 PROJECT

- A. Project Name: 101 Lloyd Lane HVAC Renovation.
- B. Owner's Name: State of Delaware - Department of Health and Social Services
- C. The Project consists of the replacement of the existing packaged rooftop air handler with (5) new packaged DX cooling, gas heating rooftop air handling units at 101 Lloyd Lane of the Stockley Campus in Georgetown, Delaware..

##### 1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Division 0 - Procurement and Contract Requirements).

##### 1.03 DESCRIPTION OF WORK

- A. Scope of demolition and removal work is shown on drawings.
- B. Scope of work is shown on drawings.
- C. Plumbing: Restore existing system and equipment to operational condition.
- D. HVAC: Alter existing and add new construction.
- E. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.
- F. Fire Suppression Sprinklers: Restore existing system and equipment to operational condition.
- G. Fire Alarm: Restore existing system and equipment to operational condition.
- H. Telephone: Restore existing system and equipment to operational condition.
- I. \_\_\_\_\_: Alter existing system and add new construction, keeping existing in operation.

##### 1.04 OWNER OCCUPANCY

- A. State of Delaware intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. State of Delaware intends to occupy the Project upon Substantial Completion.
- C. Cooperate with State of Delaware to minimize conflict and to facilitate continuation of normal State of Delaware's operations.
- D. Schedule the Work to accommodate State of Delaware 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:
  - 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.

State of Delaware  
101 Lloyd Lane HVAC Renovation  
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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 and authorities having jurisdiction.
3. Prevent accidental disruption of utility services to other facilities.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**DRAFT**  
**NOT FOR BID**

**SECTION 01 20 00**

**PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 RELATED REQUIREMENTS**

- A. Section 01 21 00 - Allowances: Payment procedures relating to allowances.
- B. Section 01 22 00 - Unit Prices: Monetary values of unit prices, payment and modification procedures relating to unit prices.

**1.03 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 sample to Delaware Engineering and Design Corporation 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.

**1.04 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 Delaware Engineering and Design Corporation 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.

**1.05 MODIFICATION PROCEDURES**

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Delaware Engineering and Design Corporation will issue instructions directly to Contractor.
- B. For other required changes, Delaware Engineering and Design Corporation will issue a document signed by State of Delaware 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, Delaware Engineering and Design Corporation 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: Delaware Engineering and Design Corporation 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.
- H. Promptly enter changes in Project Record Documents.

#### **1.06 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**

**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 Delaware Engineering and Design Corporation and the Commissioning Authority, submit one extra and route to Delaware Engineering and Design Corporation first, for forwarding to the Commissioning Authority.
  - 2. Where submittals are not indicated to be reviewed by Delaware Engineering and Design Corporation, 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 Delaware Engineering and Design Corporation 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. Manufacturer's instructions and field reports.
6. Applications for payment and change order requests.
7. Progress schedules.
8. Coordination drawings.
9. Closeout submittals.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 PRECONSTRUCTION MEETING**

- A. State of Delaware will schedule a meeting after Notice of Award.
- B. Attendance Required:
  1. State of Delaware.
  2. Delaware Engineering and Design Corporation.
  3. Contractor.
- C. Agenda:
  1. Execution of State of Delaware-Contractor Agreement.
  2. Designation of personnel representing the parties to Contract, State of Delaware, Contractor, Subcontractors, and Delaware Engineering and Design Corporation.
  3. Designation of personnel representing the parties to Contract, owner, and Delaware Engineering and Design Corporation.
  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. Delaware Engineering and Design Corporation will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, State of Delaware, Delaware Engineering and Design Corporation, as appropriate to agenda topics for each meeting.
- 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.
  - 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 Delaware Engineering and Design Corporation.
- 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 Delaware Engineering and Design Corporation 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 Delaware Engineering and Design Corporation 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 Delaware Engineering and Design Corporation's knowledge as contract administrator or for State of Delaware.

### **3.08 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. 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.
- B. Submit for State of Delaware'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 (215 x 280 mm): Submit the number of copies that Contractor requires, plus one copy that will be retained by Delaware Engineering and Design Corporation.
- 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 Delaware Engineering and Design Corporation.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.10 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with approved form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. 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.
- E. Deliver submittals to Delaware Engineering and Design Corporation at business address.

- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Delaware Engineering and Design Corporation review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. 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. Control of installation.
- B. Testing and inspection services.
- C. Manufacturers' field services.

##### **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; 2011.

##### **1.04 SUBMITTALS**

- A. Design Data: Submit for Delaware Engineering and Design Corporation'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's information.
- B. Test Reports: After each test/inspection, promptly submit two copies of report to Delaware Engineering and Design Corporation 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 Delaware Engineering and Design Corporation, provide interpretation of results.

##### **1.05 TESTING AND INSPECTION AGENCIES**

- A. State of Delaware 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.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Delaware Engineering and Design Corporation 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 Delaware Engineering and Design Corporation 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 Delaware Engineering and Design Corporation and Contractor of observed irregularities or non-conformance of Work or products.
  - 5. Perform additional tests and inspections required by Delaware Engineering and Design Corporation.
  - 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 Delaware Engineering and Design Corporation 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'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 Delaware Engineering and Design Corporation.
- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

### **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 Delaware Engineering and Design Corporation, it is not practical to remove and replace the Work, Delaware Engineering and Design Corporation will direct an appropriate remedy or adjust payment.

**END OF SECTION**

**SECTION 01 50 00**

**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Vehicular access and parking.
- B. Waste removal facilities and services.

**1.02 VEHICULAR ACCESS AND PARKING - See Section 01 55 00**

- A. Coordinate access and haul routes with governing authorities and State of Delaware.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

**1.03 WASTE REMOVAL**

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

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 55 00**

**VEHICULAR ACCESS AND PARKING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Parking.

**PART 2 PRODUCTS**

**2.01 NOT USED**

**PART 3 EXECUTION**

**3.01 PARKING**

- A. Use of designated areas of existing parking facilities by construction personnel is permitted. Designated area for parking for construction personnel will be discussed at the preconstruction meeting.

**END OF SECTION**

**DRAFT  
NOT FOR BID**

## 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-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.

##### 1.03 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; National Fire Protection Association; 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; notify State of Delaware promptly upon discovery; protect, remove, handle, and store as directed by State of Delaware.

- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the State of Delaware, or otherwise indicated as to remain the property of the State of Delaware, 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.
- D. Provide interchangeable components of the same manufacture for components being replaced.
- E. 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 Delaware Engineering and Design Corporation for review and approval. This process must take place prior to award of bid.
- B. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.

2. Will provide the same warranty for the substitution as for the specified product.
  3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to State of Delaware.
  4. Waives claims for additional costs or time extension that may subsequently become apparent.
  5. Has investigated proper clearances and working spaces for substituted equipment and waives claims for additional costs or time extension that may subsequently become apparent. These physical differences must be pointed out at the time of the submittal.
- E. Substitution Submittal Procedure:
1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
  2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
  3. The Delaware Engineering and Design Corporation will notify Contractor in writing of decision to accept or reject request.

### **3.02 OWNER-SUPPLIED PRODUCTS**

- A. State of Delaware's Responsibilities:
1. Arrange for and deliver State of Delaware 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 reviewed shop drawings, product data, and samples.
  2. Receive and unload products at site; inspect for completeness or damage jointly with State of Delaware.
  3. Handle, store, install and finish products.
  4. Repair or replace items damaged after receipt.

### **3.03 TRANSPORTATION AND HANDLING**

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. 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. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. 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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**NOT FOR BID**

## SECTION 01 70 00

### EXECUTION AND CLOSEOUT REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. 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 personnel.
- H. Closeout procedures, 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.
- 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 91 13 - General Commissioning Requirements: Contractor's responsibilities in regard to commissioning.
- F. Section 07 84 00 - Firestopping.

##### 1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2009.

##### 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 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.
- e. Effect on work of State of Delaware 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.
- 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 shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After State of Delaware 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'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.

### **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 Delaware Engineering and Design Corporation 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 Delaware Engineering and Design Corporation, State of Delaware, 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 shown.
  - 2. Report discrepancies to Delaware Engineering and Design Corporation before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
  - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
  - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- C. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
  - 2. Relocate items indicated on drawings.
  - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to HVAC, Plumbing, and Electrical): 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.
- 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.
- 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 plastic 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, 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 Delaware Engineering and Design Corporation.
- B. Notify Delaware Engineering and Design Corporation when work is considered ready for Substantial Completion.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Delaware Engineering and Design Corporation's review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to State of Delaware-occupied areas.
- E. Notify Delaware Engineering and Design Corporation when work is considered finally complete.
- F. Complete items of work determined by Delaware Engineering and Design Corporation's final inspection.

### **3.14 MAINTENANCE**

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

**END OF SECTION**

## SECTION 01 74 19

### CONSTRUCTION WASTE MANAGEMENT

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Section includes: Administrative and procedural requirements for construction waste management activities.

##### 1.02 DEFINITIONS

- A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.
- B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.
- C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use as mulch.
- D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.
- E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.
- F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.
- G. Approved Recycling Facility: Any of the following:
  - 1. A facility that can legally accept CDL waste materials for the purpose of processing thematerials into an altered form for the manufacture of a new product.
  - 2. Material Recovery Facility: A general term used to describe a waste-sorting facility.
    - a. Mechanical, hand separation, or a combination of both procedures, are used to recover
    - b. recyclable materials.

##### 1.03 SUBMITTALS

- A. Contractor shall develop a Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the Notice to Proceed.
- B. Contractor shall provide Waste Management Report: Concurrent with each Application for Payment, submit 3 copies of report.

##### 1.04 PERFORMANCE REQUIREMENTS

- A. General: Divert a minimum of 75% CDL waste, by weight, from the landfill by one, or a combination of the following activities:
  - 1. Salvage
  - 2. Reuse
  - 3. Source-Separated CDL Recycling
  - 4. Co-mingled CDL Recycling
- B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:

1. Acoustical ceiling tiles
2. Asphalt
3. Asphalt shingles
4. Cardboard packaging
5. Carpet and carpet pad
6. Concrete
7. Drywall
8. Fluorescent lights and ballasts
9. Land clearing debris (vegetation, stumpage, dirt)
10. Metals
11. Paint (through hazardous waste outlets)
12. Wood
13. Plastic film (sheeting, shrink wrap, packaging)
14. Window glass
15. Wood
16. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

#### **1.05 QUALITY ASSURANCE**

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.
- D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.
  1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.
    - a. Owner
    - b. Architect
    - c. Contractor's superintendent
    - d. Major subcontractors
    - e. Waste Management Coordinator
    - f. Other concerned parties.
  2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:
    - a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
    - b. Review requirements for documenting quantities of each type of waste and its disposition.
    - c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
    - d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
    - e. Review waste management requirements for each trade.
  3. Minutes: Record discussion. Distribute meeting minutes to all participants.  
Note: If there is a Project Architect, they will perform this role.

#### **1.06 WASTE MANAGEMENT PLAN - Contactor shall develop and document the following:**

- A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.
- B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.
- C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should included the following information:
  - 1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
  - 2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
    - a. Contracting with a deconstruction specialist to salvage materials generated,
    - b. Selective salvage as part of demolition contractor's work,
    - c. Reuse of materials on-site or sale or donation to a third party.
  - 3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
    - a. Requiring subcontractors to take their CDL waste to a recycling facility;
    - b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
    - c. Processing and reusing materials on-site;
    - d. Self-hauling to a recycling or material recovery facility.
  - 4. Name of recycling or material recovery facility receiving the CDL wastes.
  - 5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
  - 1. Total quantity of waste.
  - 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
  - 3. Total cost of disposal (with no waste management).
  - 4. Revenue from salvaged materials.
  - 5. Revenue from recycled materials.
  - 6. Savings in hauling and tipping fees by donating materials.
  - 7. Savings in hauling and tipping fees that are avoided.
  - 8. Handling and transportation costs. Including cost of collection containers for each type of waste.
  - 9. Net additional cost or net savings from waste management plan.

## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 - EXECUTION**

### **3.01 CONSTRUCTION WASTE MANAGEMENT, GENERAL**

- A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.
- B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.
- C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.

- D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.
- E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.
- F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

### **3.02 SOURCE SEPARATION**

- A. General: Contractor shall separate recyclable materials from CDL waste to the maximum extent possible.

Separate recyclable materials by type.

- 1. Provide containers, clearly labeled, by type of separated materials or provide other storage method for managing recyclable materials until they are removed from Project site.
- 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water and to minimize pest attraction. Cover to prevent windblown dust.
- 3. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
- 4. Store components off the ground and protect from weather.

### **3.03 CO-MINGLED RECYCLING**

- A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

### **3.04 REMOVAL OF CONSTRUCTION WASTE MATERIALS**

- A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.
- B. Transport CDL waste materials off Owner's property and legally dispose of them.
- C. Burning of CDL waste is not permitted.

**WASTE MANAGEMENT PROGRESS REPORT**

MATERIAL CATEGORY	DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL	DIVERTED FROM LANDFILL BY	DIVERTED FROM LANDFILL BY	DIVERTED FROM LANDFILL BY
		<b>RECYCLED</b>	<b>SALVAGED</b>	<b>REUSED</b>
ACOUSTICAL CEILING TILES				
ASPHALT				
ASPHALT SHINGLES				
CARDBOARD PACKAGING				
CARPET AND CARPET PAD				
CONCRETE				
DRYWALL				
FLUORESCENT LIGHTS AND BALLASTS				
LAND CLEARING DEBRIS (VEGETATION, STUMPAGE, DIRT)				
METALS				
PAINT (THROUGH HAZARDOUS WASTE OUTLETS)				
WOOD				
PLASTIC FILM (SHEETING, SHRINK WRAP, PACKAGING)				
WINDOW GLASS				
FIELD OFFICE WASTE (OFFICE PAPER, ALUMINUM CANS, GLASS, PLASTIC, AND COFFEE CARDBOARD)				
OTHER (INSERT DESCRIPTION)				
OTHER (INSERT DESCRIPTION)				
<b>TOTAL (IN WEIGHT)</b>				

**PERCENTAGE OF WASTE DIVERTED.**

**(TOTAL WASTE DIVIDED BY TOTAL DIVERTED)** \_\_\_\_\_

**END OF SECTION**

**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 Delaware Engineering and Design Corporation prior to final payment application.
- B. Operation and Maintenance Data:
  - 1. For equipment, or component parts of equipment put into service during construction and operated by State of Delaware, submit completed documents within ten days after acceptance.
  - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Delaware Engineering and Design Corporation comments. Revise content of all document sets as required prior to final submission.
  - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with State of Delaware'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.

**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. Addenda.
  - 3. Change Orders and other modifications to the Contract.

4. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by State of Delaware.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. 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. 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. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- C. 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.
- D. 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.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Provide control diagrams by controls manufacturer as installed.
- J. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- K. Additional Requirements: As specified in individual product specification sections.

### **3.04 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's permission, leave date of beginning of time of warranty until the 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.

**END OF SECTION**

**DRAFT**  
**NOT FOR BID**

## 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 personnel in operation and maintenance is required for:
  - 1. All software-operated systems.
  - 2. HVAC systems and equipment.
  - 3. Plumbing equipment.
  - 4. Electrical systems and equipment.
  - 5. Items specified in individual product Sections.
- C. Training of State of Delaware 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 will designate personnel to be trained; tailor training to needs and skill-level of attendees.
  - 1. Submit to Delaware Engineering and Design Corporation for transmittal to State of Delaware.
  - 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 as 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.
  - 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'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.
- B. Demonstrations conducted during Functional Testing need not be repeated unless State of Delaware personnel training is specified.
- C. Demonstration may be combined with State of Delaware 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 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.
- 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's personnel to be trained; re-schedule training sessions as required by State of Delaware; once schedule has been approved by State of Delaware failure to conduct sessions according to schedule will be cause for State of Delaware 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.

**END OF SECTION**

## 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 are complete: Detailed operation and maintenance (O&M) data submittals by Contractor are utilized to achieve this.
  - 4. Verify that the State of Delaware's operating personnel are adequately trained: Formal training conducted by Contractor is utilized to achieve this.
- B. The Commissioning Authority is the State of Delaware

##### 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. Ductwork and accessories.
  - 4. Control system.
- 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 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 Delaware Engineering and Design Corporation; in that case, submit to Delaware Engineering and Design Corporation 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 Delaware Engineering and Design Corporation do not include the following, submit copies as soon as possible:
- E. Product Data: Submit to Delaware Engineering and Design Corporation:
  - 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's responsibilities in regard to keeping warranties in force.
- F. Startup Plans and Reports.
- G. 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.
- 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 (0.3 degree C) and resolution of plus/minus 0.1 degree F (0.05 degree C).
  - 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; such equipment, tools, and instruments are to become the property of State of Delaware.

## **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 Delaware Engineering and Design Corporation.

### 3.02 PREFUNCTIONAL CHECKLISTS

- A. A Prefunctional Checklist is required to be filled out for each item of equipment or other assembly specified to be commissioned.
  - 1. No sampling of identical or near-identical items is allowed.
  - 2. These checklists do not replace manufacturers' recommended startup checklists, regardless of apparent redundancy.
  - 3. Prefunctional Checklist forms will not be complete until after award of the contract; the following types of information will be gathered via the completed Checklist forms:
    - a. Certification by installing contractor that the unit is properly installed, started up, and operating and ready for Functional Testing.
    - b. Confirmation of receipt of each shop drawing and commissioning submittal specified, itemized by unit.
    - c. Manufacturer, model number, and relevant capacity information; list information "as specified," "as submitted," and "as installed."
    - d. Serial number of installed unit.
    - e. List of inspections to be conducted to document proper installation prior to startup and Functional Testing; these will be primarily static inspections and procedures; for equipment and systems may include normal manufacturer's start-up checklist items and minor testing.
    - f. Sensor and actuator calibration information.
- B. Contractor is responsible for filling out Prefunctional Checklists, after completion of installation and before startup; witnessing by the Commissioning Authority is not required unless otherwise specified.
  - 1. Each line item without deficiency is to be witnessed, initialed, and dated by the actual witness; checklists are not complete until all line items are initialed and dated complete without deficiencies.
  - 2. Checklists with incomplete items may be submitted for approval provided the Contractor attests that incomplete items do not preclude the performance of safe and reliable Functional Testing; re-submission of the Checklist is required upon completion of remaining items.
  - 3. Individual Checklists may contain line items that are the responsibility of more than one installer; Contractor shall assign responsibility to appropriate installers or subcontractors, with identification recorded on the form.
  - 4. If any Checklist line item is not relevant, record reasons on the form.
  - 5. Contractor may independently perform startup inspections and/or tests, at his option.
  - 6. Regardless of these reporting requirements, Contractor is responsible for correct startup and operation.
  - 7. Submit completed Checklists to Commissioning Authority within two days of completion.
- C. Deficiencies: Correct deficiencies and re-inspect or re-test, as applicable, at no extra cost to State of Delaware.
  - 1. If difficulty in correction would delay progress, report deficiency to the Commissioning Authority immediately.

### 3.03 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; 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.

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 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.

### 3.04 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.

### 3.05 OPERATION AND MAINTENANCE MANUALS

- A. See Section 01 78 00 for additional requirements.
- B. Add design intent documentation furnished by Delaware Engineering and Design Corporation to manuals prior to submission to State of Delaware.

**END OF SECTION**

**DRAFT**  
**NOT FOR BID**

**SECTION 03 30 00**

**CAST-IN-PLACE CONCRETE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Concrete formwork.
- B. Concrete reinforcement.
- C. Joint devices associated with concrete work.
- D. Miscellaneous concrete elements, including equipment pads.
- E. Concrete curing.

**1.02 REFERENCE STANDARDS**

- A. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials; American Concrete Institute International; 2010.
- B. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; American Concrete Institute International; 1991 (Reapproved 2002).
- C. ACI 301 - Specifications for Structural Concrete for Buildings; American Concrete Institute International; 2010.
- D. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; American Concrete Institute International; 2000.
- E. ACI 306R - Cold Weather Concreting; American Concrete Institute International; 2010.
- F. ACI 308R - Guide to Curing Concrete; American Concrete Institute International; 2001 (Reapproved 2008).
- G. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; American Concrete Institute International; 2008.
- H. ACI 347 - Guide to Formwork for Concrete; American Concrete Institute International; 2004.
- I. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement; 2009b.
- J. ASTM C33 - Standard Specification for Concrete Aggregates; 2011.
- K. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2010.
- L. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete; 2010a.
- M. ASTM C150 - Standard Specification for Portland Cement; 2011.
- N. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete; 2007.
- O. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2010b.
- P. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete; 2009.
- Q. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2008a.

- R. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2010.
- S. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete; 2010.
- T. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete; 1999 (Reapproved 2008).
- U. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures; 2010a.

### **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.

### **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.

## **PART 2 PRODUCTS**

### **2.01 FORMWORK**

- A. Formwork Design and Construction: Comply with guidelines of ACI 347 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 Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.
  - 2. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches (38 mm) of concrete surface.

### **2.02 REINFORCEMENT**

- A. Reinforcing Steel: ASTM A615/A615M Grade 60 (420).
- B. Reinforcement Accessories:
  - 1. Tie Wire: Annealed, minimum 16 gage (1.5 mm).

### **2.03 CONCRETE MATERIALS**

- A. Cement: ASTM C150, 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. Lightweight Aggregate: ASTM C 330.
- D. Fly Ash: ASTM C618, Class C or F.
- E. Calcined Pozzolan: ASTM C618, Class N.
- F. 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 BONDING AND JOINTING PRODUCTS**

- A. Latex Bonding Agent: Non-redispersable acrylic latex, complying with ASTM C1059 Type II.
- B. Epoxy Bonding System: Complying with ASTM C881/C881M and of Type required for specific application.

## **2.06 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 trial mixtures, as specified in ACI 301.
  - 1. For trial mixtures method, employ independent testing agency acceptable to Delaware Engineering and Design Corporation 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.
- D. Structural Lightweight Concrete:
  - 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 3,000 pounds per square inch (20.7 MPa).
  - 2. Water-Cement Ratio: Maximum 40 percent by weight.
  - 3. Total Air Content: 3 percent, determined in accordance with ASTM C173/C173M.
  - 4. Maximum Slump: 3 inches (75 mm).
  - 5. Maximum Aggregate Size: 5/8 inch (16 mm).
  - 6. Maximum dry unit weight: 115 lb per cubic foot (1840 kg per cubic meter).

## **2.07 MIXING**

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685. 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.
- B. Verify that forms are clean and free of rust before applying release agent.
- C. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
  - 1. Use epoxy bonding system for bonding to damp surfaces, for structural load-bearing applications, and where curing under humid conditions is required.
  - 2. Use latex bonding agent only for non-load-bearing applications.

- D. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

### **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 four concrete test cylinders. Obtain test samples for every 100 cu yd (76 cu m) 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 Delaware Engineering and Design Corporation. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

**3.09 SCHEDULE - CONCRETE TYPES AND FINISHES**

- A. Generator Foundation: 4,500 PSI 28 day concrete, form finish with honeycomb filled side surfaces, level float finish top surface.
- B. Conduit Duct Bank: 3,000 PSI 28 day concrete, side surfaces cast against earth or forms, level top surface with red pigment.
- C. Condensing Unit Pad: 4,500 PSI 28 day concrete, form finish with honeycomb exposed side surfaces, level broom finish top surface.
- D. Interior Housekeeping Pads: 4,000 PSI 28 day concrete, form finish with honeycomb filled side surfaces, hard troweld finish top surface.

**END OF SECTION**

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## SECTION 07 84 00

### FIRESTOPPING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

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

##### 1.02 RELATED REQUIREMENTS

- A. Section 01 70 00 - Execution and Closeout Requirements: Cutting and patching.

##### 1.03 REFERENCE STANDARDS

- A. ASTM E814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops; 2011a.
- B. ITS (DIR) - Directory of Listed Products; Intertek Testing Services NA, Inc.; current edition.
- C. FM 4991 - Approval of Firestop Contractors; Factory Mutual Research Corporation; 2001.
- D. FM P7825 - Approval Guide; Factory Mutual Research Corporation; current edition.
- E. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; [www.aqmd.gov](http://www.aqmd.gov).
- F. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc.; current edition.

##### 1.04 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.

##### 1.05 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 the current-year classification or certification books of UL, FM, or ITS (Warnock Hersey) 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](http://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 under FM Standard 4991, Approval of Firestop Contractors, or meeting any two of the following requirements:.
  - 2. With minimum 3 years documented experience installing work of this type.
  - 3. Able to show at least 5 satisfactorily completed projects of comparable size and type.
  - 4. Licensed by authority having jurisdiction.

#### PART 2 PRODUCTS

##### 2.01 FIRESTOPPING - GENERAL REQUIREMENTS

- A. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.

## 2.02 FIRESTOPPING SYSTEMS

- A. Firestopping: Any material meeting requirements.
1. Fire Ratings: Use any system listed by UL or tested in accordance with ASTM E814 that has F Rating equal to fire rating of penetrated assembly and minimum T Rating Equal to F Rating and that meets all other specified requirements.

## 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](http://www.adfire.com).
    - b. 3M Fire Protection Products: [www.3m.com/firestop](http://www.3m.com/firestop).
    - c. Hilti, Inc: [www.us.hilti.com](http://www.us.hilti.com).
    - d. Specified Technologies, Inc: [www.stifirestop.com](http://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](http://www.3m.com/firestop).
    - b. Hilti, Inc: [www.us.hilti.com](http://www.us.hilti.com).
    - c. Specified Technologies, Inc: [www.stifirestop.com](http://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](http://www.adfire.com).
    - b. USG: [www.usg.com](http://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](http://www.adfire.com).
    - b. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
    - c. Thermafiber, Inc: [www.thermafiber.com](http://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](http://www.na.graceconstruction.com).

- b. 3M Fire Protection Products: [www.3m.com/firestop](http://www.3m.com/firestop).
  - c. Hilti, Inc: [www.us.hilti.com](http://www.us.hilti.com).
  - d. Specified Technologies, Inc: [www.stifirestop.com](http://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.
  - 4. Manufacturers:
    - a. Grace Construction Products; Product yuoiyoutiot: [www.na.graceconstruction.com](http://www.na.graceconstruction.com).
    - b. 3M Fire Protection Products: [www.3m.com/firestop](http://www.3m.com/firestop).
    - c. Hilti, Inc: [www.us.hilti.com](http://www.us.hilti.com).
    - d. Specified Technologies, Inc: [www.stifirestop.com](http://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 authority having jurisdiction.

### **3.03 CLEANING**

- A. Clean adjacent surfaces of firestopping materials.

### **3.04 PROTECTION**

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

**END OF SECTION**

## SECTION 09 90 00

### PAINTING AND COATING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
- D. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Floors, unless specifically so indicated.
  - 6. Glass.
  - 7. Concealed pipes, ducts, and conduits.

##### 1.02 RELATED REQUIREMENTS

- A. Section 22 05 53 - Identification for Plumbing Piping and Equipment: Painted identification.

##### 1.03 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this section.

##### 1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2011.

##### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

##### 1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

- C. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 PAINTS AND COATINGS - GENERAL**

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.
  - 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
  - 1. Provide coatings that comply with the most stringent requirements specified in the following:
    - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
  - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

### **2.03 PAINT SYSTEMS - EXTERIOR**

- A. Paint ME-OP-3A - Ferrous Metals, Unprimed, Alkyd, 3 Coat:
  - 1. One coat of alkyd primer.
  - 2. Semi-gloss: Two coats of alkyd enamel; .

### **2.04 PAINT SYSTEMS - INTERIOR**

- A. Paint MI-OP-3L - Ferrous Metals, Unprimed, Latex, 3 Coat:
  - 1. One coat of latex primer.
  - 2. Semi-gloss: Two coats of latex enamel; .

### **2.05 ACCESSORY MATERIALS**

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

### 3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing coatings that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand or power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- H. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

### 3.03 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- F. Sand metal surfaces lightly between coats to achieve required finish.
- G. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- H. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### 3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

### 3.05 PROTECTION

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

**3.06 SCHEDULE - PAINT SYSTEMS**

- A. Steel Fabrications: Finish all surfaces exposed to view.
  - 1. Exterior: ME-OP-3A, gloss; finish all surfaces, including concealed surfaces, before installation.
  - 2. Interior: MI-OP-3L, gloss.

**3.07 SCHEDULE - COLORS**

- A. Interior Gas Piping - Yellow

**END OF SECTION**

**DRAFT**  
**NOT FOR BID**

## SECTION 21 05 00

### COMMON WORK RESULTS FOR FIRE SUPPRESSION

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Pipe, fittings, valves, and connections for sprinkler systems.

##### 1.02 RELATED REQUIREMENTS

- A. Section 21 13 00 - Fire-Suppression Sprinkler Systems: Sprinkler systems design.

##### 1.03 REFERENCE STANDARDS

- A. ASME (BPV IX) - Boiler and Pressure Vessel Code, Section IX - Welding and Brazing Qualifications; The American Society of Mechanical Engineers; 2010.
- B. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250; The American Society of Mechanical Engineers; 2010.
- C. ASME B16.4 - Gray Iron Threaded Fittings; The American Society of Mechanical Engineers; 2011.
- D. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2010.
- E. ASTM A795/A795M - Standard Specification for Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Fire Protection Use; 2008.
- F. NFPA 13 - Standard for the Installation of Sprinkler Systems; National Fire Protection Association; 2010.
- G. UL (FPED) - Fire Protection Equipment Directory; Underwriters Laboratories Inc.; current edition.
- H. UL 262 - Gate Valves for Fire-Protection Service; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.
- I. UL 312 - Check Valves for Fire-Protection Service; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

##### 1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturers catalogue information. Indicate valve data and ratings.
- C. Shop Drawings: Indicate pipe materials used, jointing methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.
- D. Project Record Documents: Record actual locations of components and tag numbering.
- E. Operation and Maintenance Data: Include installation instructions and spare parts lists.

##### 1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Conform to UL and FM requirements.

- C. Valves: Bear UL label or marking. Provide manufacturer's name and pressure rating marked on valve body.

## **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver and store valves in shipping containers, with labeling in place.
- 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.

## **PART 2 PRODUCTS**

### **2.01 FIRE PROTECTION SYSTEMS**

- A. Sprinkler Systems: Conform work to NFPA 13.
- B. Welding Materials and Procedures: Conform to ASME Code.

### **2.02 ABOVE GROUND PIPING**

- A. Steel Pipe: ASTM A795 Schedule 10 or ASTM A53 Schedule 40, black.
  - 1. Cast Iron Fittings: ASME B16.1, flanges and flanged fittings and ASME B16.4, threaded fittings.
  - 2. Mechanical Grooved Couplings: Malleable iron housing clamps to engage and lock, "C" shaped elastomeric sealing gasket, steel bolts, nuts, and washers, galvanized for galvanized pipe.

### **2.03 PIPE HANGERS AND SUPPORTS**

- A. Hangers for Pipe Sizes 1/2 to 1-1/2 inch (15 to 40 mm): Carbon steel, adjustable swivel, split ring.
- B. Hangers for Pipe Sizes 2 inches (50 mm) and Over: Carbon steel, adjustable, clevis.
- C. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
- D. Wall Support for Pipe Sizes to 3 inches (80 mm): Cast iron hook.

### **2.04 GATE VALVES**

- A. Up to and including 2 inches (50 mm):
  - 1. Bronze body, bronze trim, rising stem, handwheel, solid wedge or disc, threaded ends.

### **2.05 BALL VALVES**

- A. Up to and including 2 inches (50 mm):
  - 1. Bronze two piece body, brass, chrome plated bronze, or stainless steel ball, teflon seats and stuffing box ring, lever handle and balancing stops, threaded ends with union.

### **2.06 CHECK VALVES**

- A. Up to and including 2 inches (50 mm):
  - 1. Bronze body and swing disc, rubber seat, threaded ends.

### **2.07 DRAIN VALVES**

- A. Compression Stop:
  - 1. Bronze with hose thread nipple and cap.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

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

### **3.02 INSTALLATION**

- A. Install sprinkler system and service main piping, hangers, and supports in accordance with NFPA 13.
- B. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.
- C. Install piping to conserve building space, to not interfere with use of space and other work.
- D. Group piping whenever practical at common elevations.
- E. Sleeve pipes passing through partitions, walls, and floors.
- F. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- G. Pipe Hangers and Supports:
  - 1. Install hangers to provide minimum 1/2 inch (15 mm) space between finished covering and adjacent work.
  - 2. Place hangers within 12 inches (300 mm) of each horizontal elbow.
  - 3. Use hangers with 1-1/2 inch (40 mm) minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
  - 4. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
  - 5. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
- H. Slope piping and arrange systems to drain at low points. Use eccentric reducers to maintain top of pipe level.
- I. Prepare pipe, fittings, supports, and accessories for finish painting. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding. Refer to Section 09 90 00.
- J. Do not penetrate building structural members unless indicated.
- K. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.
- L. Install valves with stems upright or horizontal, not inverted. Remove protective coatings prior to installation.
- M. Provide drain valves at main shut-off valves, low points of piping and apparatus.

**END OF SECTION**

## SECTION 21 13 00

### FIRE-SUPPRESSION SPRINKLER SYSTEMS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Wet-pipe sprinkler system.
- B. System design, installation, and certification.

##### 1.02 RELATED REQUIREMENTS

- A. Section 21 05 00 - Common Work Results for Fire Suppression: Pipe, fittings, and valves.

##### 1.03 REFERENCE STANDARDS

- A. FM P7825 - Approval Guide; Factory Mutual Research Corporation; current edition.
- B. ICC-ES AC01 - Acceptance Criteria for Expansion Anchors in Masonry Elements; 2009.
- C. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements; 2006.
- D. ICC-ES AC193 - Acceptance Criteria for Mechanical Anchors in Concrete Elements; 2010.
- E. ICC-ES AC308 - Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete Elements; 2009.
- F. NFPA 13 - Standard for the Installation of Sprinkler Systems; National Fire Protection Association; 2010.

##### 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.

##### 1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on sprinklers, valves, and specialties, including manufacturers catalog information. Submit performance ratings, rough-in details, weights, support requirements, and piping connections.
- C. Shop Drawings:
  - 1. Indicate hydraulic calculations, detailed pipe layout, hangers and supports, sprinklers, components and accessories. Indicate system controls.
  - 2. Submit shop drawings, product data, and hydraulic calculations to Fire Marshall for approval. Submit proof of approval to Delaware Engineering and Design Corporation.
- D. Project Record Documents: Record actual locations of sprinklers and deviations of piping from drawings. Indicate drain and test locations.

##### 1.06 QUALITY ASSURANCE

- A. Conform to FM requirements.
- B. Designer Qualifications: Design system under direct supervision of a Professional Engineer experienced in design of this type of work and licensed in Delaware.
- C. Installer Qualifications: Company specializing in performing the work of this section with minimum 3 years experience approved by manufacturer.

- D. Equipment and Components: Provide products that bear FM label or marking.
- E. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Store products in shipping containers and maintain in place until installation. Provide temporary inlet and outlet caps. Maintain caps in place until installation.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Sprinklers, Valves, and Equipment:
  - 1. Tyco Fire Products: [www.tyco-fire.com](http://www.tyco-fire.com).
  - 2. Viking Corporation: [www.vikinggroupinc.com](http://www.vikinggroupinc.com).
  - 3. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 SPRINKLER SYSTEM**

- A. Sprinkler System: Provide coverage for building areas noted.
- B. Occupancy: Light hazard; comply with NFPA 13.
- C. Water Supply: Determine volume and pressure from water flow test data.
- D. Interface system with building fire and smoke alarm system.
- E. Pipe 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.

### **2.03 SPRINKLERS**

- A. Suspended Ceiling Type: Semi-recessed pendant type with matching push on escutcheon plate.
  - 1. Response Type: Quick.
  - 2. Coverage Type: Standard.
  - 3. Finish: Chrome plated.
  - 4. Escutcheon Plate Finish: Chrome plated.
  - 5. Fusible Link: Fusible solder link type temperature rated for specific area hazard.
- B. Exposed Area Type: Pendant upright type with guard.
  - 1. Response Type: Quick.
  - 2. Coverage Type: Standard.
  - 3. Finish: Chrome plated.
  - 4. Fusible Link: Glass bulb type temperature rated for specific area hazard.
- C. Sidewall Type: Semi-recessed horizontal sidewall type with matching push on escutcheon plate.
  - 1. Response Type: Quick.
  - 2. Coverage Type: Standard.
  - 3. Finish: Chrome plated.
  - 4. Fusible Link: Fusible solder link type temperature rated for specific area hazard.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install in accordance with referenced NFPA design and installation standard.

- B. Install equipment in accordance with manufacturer's instructions.
- C. Place pipe runs to minimize obstruction to other work.
- D. Place piping in concealed spaces above finished ceilings.
- E. Center sprinklers in two directions in ceiling tile and provide piping offsets as required.
- F. Apply masking tape or paper cover to ensure concealed sprinklers, cover plates, and sprinkler escutcheons do not receive field paint finish. Remove after painting. Replace painted sprinklers.
- G. Flush entire piping system of foreign matter.
- H. Hydrostatically test entire system.
- I. Require test be witnessed by Fire Marshal.

**END OF SECTION**

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## **SECTION 22 10 05**

### **PLUMBING PIPING**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Pipe, pipe fittings, valves, and connections for piping systems.
  - 1. Gas.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 07 84 00 - Firestopping.
- B. Section 22 05 48 - Vibration and Seismic Controls for Plumbing Piping and Equipment.
- C. Section 22 05 53 - Identification for Plumbing Piping and Equipment.
- D. Section 22 07 19 - Plumbing Piping Insulation.

##### **1.03 REFERENCE STANDARDS**

- A. ASME B16.3 - Malleable Iron Threaded Fittings; The American Society of Mechanical Engineers; 2011.
- B. ASME B31.1 - Power Piping; The American Society of Mechanical Engineers; 2010 (ANSI/ASME B31.1).
- C. ASME B31.9 - Building Services Piping; The American Society of Mechanical Engineers; 2011 (ANSI/ASME B31.9).
- D. ASME (BPV IX) - Boiler and Pressure Vessel Code, Section IX - Welding and Brazing Qualifications; The American Society of Mechanical Engineers; 2010.
- E. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2010.
- F. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2009.
- G. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service; 2011.
- H. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers; 1992 (Reapproved 2008).
- I. AWWA C105/A21.5 - Polyethylene Encasement for Ductile-Iron Pipe Systems; American Water Works Association; 2010 (ANSI/AWWA C105/A21.5).
- J. AWWA C651 - Disinfecting Water Mains; American Water Works Association; 2005 (ANSI/AWWA C651).
- K. ICC-ES AC01 - Acceptance Criteria for Expansion Anchors in Masonry Elements; 2009.
- L. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements; 2006.
- M. ICC-ES AC193 - Acceptance Criteria for Mechanical Anchors in Concrete Elements; 2010.
- N. ICC-ES AC308 - Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete Elements; 2009.

- O. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2009.
- P. MSS SP-70 - Cast Iron Gate Valves, Flanged and Threaded Ends; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2011.
- Q. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends; Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.; 2010.
- R. NFPA 54 - National Fuel Gas Code; National Fire Protection Association; 2012.
- S. NFPA 58 - Liquefied Petroleum Gas Code; National Fire Protection Association; 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'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 (BPV IX) and applicable state labor regulations.
- D. Welder Qualifications: Certified in accordance with ASME (BPV 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 NATURAL GAS PIPING, BURIED WITHIN 5 FEET (1500 mm) OF BUILDING**

- A. Steel Pipe: ASTM A53/A53M Schedule 40 black.
  - 1. Fittings: ASTM A234/A234M, wrought steel welding type.
  - 2. Joints: ASME B31.1, welded.
  - 3. Jacket: AWWA C105/A21.5 polyethylene jacket or double layer, half-lapped 10 mil (0.25 mm) polyethylene tape.

### **2.02 NATURAL GAS PIPING, ABOVE GRADE**

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

### **2.03 PROPANE GAS PIPING, BURIED BEYOND 5 FEET (1500 mm) OF BUILDING**

- A. Steel Pipe: ASTM A53/A53M Schedule 40 black.
  - 1. Fittings: ASTM A234/A234M, wrought steel welding type, with AWWA C105/A21.5 polyethylene jacket or double layer, half-lapped 10 mil (0.25 mm) polyethylene tape.
  - 2. Joints: ASME B31.1, welded.

### **2.04 PROPANE GAS PIPING, BURIED WITHIN 5 FEET (1500 mm) OF BUILDING**

- A. Steel Pipe: ASTM A53/A53M Schedule 40 black.
  - 1. Fittings: ASTM A234/A234M, wrought steel welding type, with AWWA C105/A21.5 polyethylene jacket or double layer, half-lapped 10 mil (0.25 mm) polyethylene tape.
  - 2. Joints: ASME B31.1, welded.

### **2.05 PROPANE GAS PIPING, ABOVE GRADE**

- A. Steel Pipe: ASTM A53/A53M Schedule 40 black.
  - 1. Fittings: ASME B16.3, malleable iron, or ASTM A234/A234M, wrought steel welding type.
  - 2. Joints: NFPA 58, threaded or welded to ASME B31.1.

### **2.06 FLANGES, UNIONS, AND COUPLINGS**

- A. Unions for Pipe Sizes 3 Inches (80 mm) 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 (25 mm):
  - 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.

### **2.07 PIPE HANGERS AND SUPPORTS**

- A. Provide hangers and supports that comply with MSS SP-58.
  - 1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
  - 2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
  - 3. Trapeze Hangers: Welded steel channel frames attached to structure.
  - 4. Vertical Pipe Support: Steel riser clamp.

5. Rooftop Supports for Low-Slope Roofs: Steel pedestals with 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; and as follows:
  - a. Bases: High density polypropylene.
  - b. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
  - c. Steel Components: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A123/A123M.
  - d. Attachment/Support Fixtures: As recommended by manufacturer, same type as indicated for equivalent indoor hangers and supports; corrosion resistant material.
  - e. Height: Provide minimum clearance of 6 inches (150 mm) under pipe to top of roofing.
- B. 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](http://www.powers.com).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.08 GATE VALVES

- A. Manufacturers:
  1. Tyco Flow Control: [www.tycoflowcontrol.com](http://www.tycoflowcontrol.com).
  2. Conbraco Industries: [www.conbraco.com](http://www.conbraco.com).
  3. Nibco, Inc: [www.nibco.com](http://www.nibco.com).
  4. Milwaukee Valve Company: [www.milwaukeevalve.com](http://www.milwaukeevalve.com).
  5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. 2 Inches (50 mm) and Larger:
  1. MSS SP-70, Class 125, iron body, bronze trim, outside screw and yoke, handwheel, solid wedge disc, flanged ends. Provide chain-wheel operators for valves 6 inches (150 mm) and larger mounted over 8 feet (2400 mm) above floor.

## 2.09 BALL VALVES

- A. Manufacturers:
  1. Tyco Flow Control: [www.tycoflowcontrol.com](http://www.tycoflowcontrol.com).
  2. Conbraco Industries: [www.conbraco.com](http://www.conbraco.com).
  3. Nibco, Inc: [www.nibco.com](http://www.nibco.com).
  4. Milwaukee Valve Company: [www.milwaukeevalve.com](http://www.milwaukeevalve.com).
  5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Construction, 4 Inches (100 mm) and Smaller: MSS SP-110, Class 150, 400 psi (2760 kPa) 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. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- D. Install piping to maintain headroom, conserve space, and not interfere with use of space.
- E. Group piping whenever practical at common elevations.
- F. Provide access where valves and fittings are not exposed.
- G. Sleeve pipes passing through partitions, walls and floors.
- H. 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.
  - 3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches (100 mm).
  - 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.
- I. Pipe Hangers and Supports:
  - 1. Install in accordance with ASME B31.9.
  - 2. Support horizontal piping as scheduled.
  - 3. Install hangers to provide minimum 1/2 inch (15 mm) space between finished covering and adjacent work.
  - 4. Place hangers within 12 inches (300 mm) of each horizontal elbow.
  - 5. Use hangers with 1-1/2 inch (40 mm) 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 or ball 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 (10 mm) vertically of location indicated and slope to drain at minimum of 1/4 inch per foot (1:50) slope.
- B. Water Piping: Slope at minimum of 1/32 inch per foot (1:400) 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 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 (15 mm) to 1-1/4 inches (32 mm):
      - 1) Maximum hanger spacing: 6.5 ft (2 m).
      - 2) Hanger rod diameter: 3/8 inches (9 mm).
    - b. Pipe size: 1-1/2 inches (40 mm) to 2 inches (50 mm):
      - 1) Maximum hanger spacing: 10 ft (3 m).
      - 2) Hanger rod diameter: 3/8 inch (9 mm).
    - c. Pipe size: 2-1/2 inches (65 mm) to 3 inches (75 mm):
      - 1) Maximum hanger spacing: 10 ft (3 m).
      - 2) Hanger rod diameter: 1/2 inch (13 mm).
    - d. Pipe size: 4 inches (100 mm) to 6 inches (150 mm):
      - 1) Maximum hanger spacing: 10 ft (3 m).
      - 2) Hanger rod diameter: 5/8 inch (15 mm).
  - 2. Plastic Piping:
    - a. All Sizes:
      - 1) Maximum hanger spacing: 6 ft (1.8 m).
      - 2) Hanger rod diameter: 3/8 inch (9 mm).

**END OF SECTION**

## 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

##### 1.02 REFERENCE STANDARDS

- A. 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.
- 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. Air Handling Units: Nameplates.
- B. Air Terminal Units: Tags.
- C. Control Panels: Nameplates.
- D. Heat Transfer Equipment: Nameplates.
- E. Major Control Components: Nameplates.
- F. Piping: Tags.
- G. Pumps: Nameplates.
- H. Tanks: Nameplates.
- I. Valves: Tags and ceiling tacks where located above lay-in ceiling.
- J. Water Treatment Devices: Nameplates.

##### 2.02 MANUFACTURERS

- A. Brady Corporation: [www.bradycorp.com](http://www.bradycorp.com).
- B. Champion America, Inc: [www.Champion-America.com](http://www.Champion-America.com).
- C. Seton Identification Products: [www.seton.com/aec](http://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 (6 mm).
  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 (40 mm) diameter.
- B. Metal Tags: Brass with stamped letters; tag size minimum 1-1/2 inch (40 mm) 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 (20 mm) 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 (150 to 200 mm) 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**

**DRAFT**  
**NOT FOR BID**

## SECTION 23 05 93

### TESTING, ADJUSTING, AND BALANCING FOR HVAC

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Testing, adjustment, and balancing of air systems.
- B. Measurement of final operating condition of HVAC systems.
- C. 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. NEBB (TAB) - Procedural Standards for Testing Adjusting Balancing of Environmental Systems; National Environmental Balancing Bureau; 2005, Seventh Edition.
- B. SMACNA (TAB) - HVAC Systems Testing, Adjusting, and Balancing; Sheet Metal and Air Conditioning Contractors' National Association; 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 Delaware Engineering and Design Corporation.
  - 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. Detailed step-by-step procedures for TAB work for each system and issue, including:
      - 1) Terminal flow calibration (for each terminal type).
      - 2) Diffuser proportioning.
      - 3) Branch/submain proportioning.
      - 4) Total flow calculations.
      - 5) Rechecking.
      - 6) Diversity issues.
    - f. Expected problems and solutions, etc.
    - g. Details of how TOTAL flow will be determined; for example:
      - 1) Air: Sum of terminal flows via control system calibrated readings or via hood readings of all terminals, supply (SA) and return air (RA) pitot traverse, SA or RA flow stations.

- 2) Water: Pump curves, circuit setter, flow station, ultrasonic, etc.
  - h. Confirmation of understanding of the outside air ventilation criteria under all conditions.
  - i. Method of verifying and setting minimum outside air flow rate will be verified and set and for what level (total building, zone, etc.).
  - j. 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 Delaware Engineering and Design Corporation 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.
  - 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. Perform total system balance in accordance with one of the following:
  - 1. NEBB Procedural Standards for Testing Adjusting Balancing of Environmental Systems.
  - 2. SMACNA HVAC Systems Testing, Adjusting, and Balancing.
- B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.
- C. Where HVAC systems and/or components interface with life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with the authorities having jurisdiction.
- D. TAB Agency Qualifications:
  - 1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
  - 2. Certified by one of the following:
    - a. NEBB, National Environmental Balancing Bureau: [www.nebb.org](http://www.nebb.org).
    - b. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: [www.tabbcertified.org](http://www.tabbcertified.org).
- E. 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. Final filters are clean and in place. If required, install temporary media in addition to final filters.
  - 5. Duct systems are clean of debris.
  - 6. Fans are rotating correctly.
  - 7. Fire and volume dampers are in place and open.
  - 8. Air coil fins are cleaned and combed.
  - 9. Access doors are closed and duct end caps are in place.
  - 10. Air outlets are installed and connected.
  - 11. Duct system leakage is minimized.
  - 12. Hydronic systems are flushed, filled, and vented.
  - 13. Pumps are rotating correctly.
  - 14. Proper strainer baskets are clean and in place.
  - 15. Service and balance valves are open.
- B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.
- C. Beginning of work means acceptance of existing conditions.

### **3.03 PREPARATION**

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

### **3.04 ADJUSTMENT TOLERANCES**

- A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.
- B. 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 AIR SYSTEM PROCEDURE**

- A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities at site altitude.

- B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.
- C. Measure air quantities at air inlets and outlets.
- D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.
- E. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.
- F. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.

### 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. Air side systems.
  - 2. Water side systems.
- D. Furnish to the Commissioning Authority, upon request, any data gathered but not shown in the final TAB report.
- E. Re-check a random sample equivalent to 10 percent of the final TAB report data as directed by Commissioning Authority.
  - 1. Original TAB agency shall execute the re-checks, witnessed by the Commissioning Authority.
  - 2. Use the same test instruments as used in the original TAB work.
  - 3. Failure of more than 10 percent of the re-checked items of a given system shall result in the rejection of the system TAB report; rebalance the system, provide a new system TAB report, and repeat random re-checks.
  - 4. For purposes of re-check, failure is defined as follows:
    - a. Air Flow of Supply and Return: Deviation of more than 10 percent of instrument reading.
    - b. Minimum Outside Air Flow: Deviation of more than 20 percent of instrument reading; for inlet vane or VFD OSA compensation system using linear proportional control, deviation of more than 30 percent at intermediate supply flow.
    - c. Temperatures: Deviation of more than one degree F (0.5 degree C).
    - d. Air and Water Pressures: Deviation of more than 10 percent of full scale of test instrument reading.
    - e. Sound Pressures: Deviation of more than 3 decibels, with consideration for variations in background noise.
  - 5. For purposes of re-check, a whole system is defined as one in which inaccuracies will have little or no impact on connected systems; for example, the air distribution system served by one air handler or the hydronic chilled water supply system served by a chiller or the condenser water system.
- F. 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.

### 3.08 SCOPE

- A. Test, adjust, and balance the following:
  1. Packaged Roof Top Heating/Cooling Units

### 3.09 MINIMUM DATA TO BE REPORTED

- A. Combustion Equipment:
  1. Model number
  2. Serial number
  3. Gas flow rate
  4. Heat input
  5. Heat output
- B. Cooling Coils:
  1. Identification/number
  2. Location
  3. Service
  4. Manufacturer
  5. Air flow, design and actual
  6. Entering air DB temperature, design and actual
  7. Entering air WB temperature, design and actual
  8. Leaving air DB temperature, design and actual
  9. Leaving air WB temperature, design and actual
  10. Saturated suction temperature, design and actual
  11. Air pressure drop, design and actual
- C. Air Moving Equipment:
  1. Location
  2. Manufacturer
  3. Model number
  4. Serial number
  5. Arrangement/Class/Discharge
  6. Air flow, specified and actual
  7. Return air flow, specified and actual
  8. Outside air flow, specified and actual
  9. Total static pressure (total external), specified and actual
  10. Inlet pressure
  11. Discharge pressure
  12. Sheave Make/Size/Bore
  13. Number of Belts/Make/Size
  14. Fan RPM
- D. Exhaust Fans:
  1. Location
  2. Manufacturer
  3. Model number
  4. Serial number

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5. Air flow, specified and actual
6. Total static pressure (total external), specified and actual
7. Inlet pressure
8. Discharge pressure
9. Sheave Make/Size/Bore
10. Number of Belts/Make/Size
11. Fan RPM

**END OF SECTION**

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## **SECTION 23 07 13**

### **DUCT INSULATION**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Glass Fiber, Flexible.
- B. Polyisocyanurate, Rigid
- C. Jackets.
- D. Duct insulation.

##### **1.02 REFERENCE STANDARDS**

- A. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2010.
- B. ASTM C553 - Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications; 2008.
- C. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation; 2010.
- D. ASTM C1071 - Standard Specification for Fibrous Glass Duct Lining Insulation (Thermal and Sound Absorbing Material); 2005e1.
- E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- F. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2010.
- G. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2006.
- H. SMACNA (DCS) - HVAC Duct Construction Standards - Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association; 2005.
- I. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

##### **1.03 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.

##### **1.04 QUALITY ASSURANCE**

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

##### **1.05 DELIVERY, STORAGE, AND HANDLING**

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

##### **1.06 FIELD CONDITIONS**

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

## **PART 2 PRODUCTS**

### **2.01 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION**

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

### **2.02 GLASS FIBER, FLEXIBLE**

- A. Manufacturer:
  - 1. Knauf Insulation: [www.knaufusa.com](http://www.knaufusa.com).
  - 2. Johns Manville Corporation: [www.jm.com](http://www.jm.com).
  - 3. Owens Corning Corp: [www.owenscorning.com](http://www.owenscorning.com).
  - 4. CertainTeed Corporation; : [www.certainteed.com](http://www.certainteed.com).
- B. Insulation: ASTM C553; flexible, noncombustible blanket.
  - 1. 'K' ('Ksi') value: 0.26 at 75 degrees F (0.038 at 24 degrees C), when tested in accordance with ASTM C518.
  - 2. Minimum Density of 1.0 PCF.
- C. Vapor Barrier Jacket:
  - 1. 0.0032 inch (0.081 mm) vinyl.
  - 2. Moisture Vapor Permeability: 1.3 perm inch (1.9 ng/Pa s m), when tested in accordance with ASTM E96/E96M.
  - 3. Secure with pressure sensitive tape.
- D. Tie Wire: Annealed steel, 16 gage (1.5 mm).

### **2.03 POLYISOCYANURATE, RIGID**

- A. Insulation consists of a pre-manufactured panel system consisting of four (4) piece interlocking panels.
- B. The interlocking panels shall be constructed of Dow Thermax polyisocyanurate insulation, ASTM D-1622, normal 2 pcf.
  - 1. Water vapor transmission as permeance less than 0.03, per ASTM E-96;
  - 2. Water absorption less than 0.3% (24 Hours), per ASTM C-209.
  - 3. Flexural strenght more than 40 psi, per ASTM C-203.
- C. Operating temperature range of -100 deg. F to +250 deg. F.
- D. Insulation shall be clad with 0.032" thick embossed aluminum and sealed with vapor barrier compound. All joints shall interlock to ensure a thermal seal with no pass through seams.
- E. Panels shall be secured with #10 self-tapping stainless screws with weather seal washers.
- F. Manufacturers:
  - 1. P.T.M. Manufacturing, LLC Model Techna-Duc.
  - 2. Fab-Rite Exterior Duct Cladding System
  - 3. Substitutions: See Section 01 60 00 - Product Requirements.
- G. Insulation shall be provided with a 20-year warranty.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
  - 1. For rigid polyisocyanurate, installation shall only be completed by manufacturer licensed contractors.
- B. Insulated ducts conveying air below ambient temperature:
  - 1. Provide insulation with vapor barrier jackets.
  - 2. Finish with tape and vapor barrier jacket.
  - 3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
  - 4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.
- C. Insulated ducts conveying air above ambient temperature:
  - 1. Provide with or without standard vapor barrier jacket.
  - 2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.
- D. Ducts Exposed in Mechanical Equipment Rooms or Finished Spaces: Finish with aluminum jacket.

### **3.03 SCHEDULES**

- A. Exhaust Ducts Within 10 ft (3 m) of Exterior Openings: 2 inches thick, flexible glass fiber
- B. Outside Air Intake Ducts: 2 inches thick, flexible glass fiber
- C. Supply Ducts: 2 inches thick, flexible glass fiber
- D. Return Ducts: 1 inch thick, flexible glass fiber
- E. Ducts Exposed to Outdoors: 2 inches thick, rigid polyisocyanurate

**END OF SECTION**

## 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. 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 personnel training.
- C. Section 01 91 13 - Commissioning: 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.
- 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.
  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.
- 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; such equipment, tools, and instruments are to become the property of State of Delaware.

## **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.
- 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. Closure for Heating Coil Valves - Normally Open:
  1. Set heating setpoint 20 degrees F (11 degrees C) above room temperature.
  2. Observe valve open.
  3. Remove control air or power from the valve and verify that the valve stem and actuator position do not change.
  4. Restore to normal.
  5. Set heating setpoint to 20 degrees F (11 degrees C) below room temperature.
  6. Observe the valve close.
- F. Closure for Cooling Coil Valves - Normally Closed:
  1. Set cooling setpoint 20 degrees F (11 degrees C) above room temperature.
  2. Observe the valve close.
  3. Remove control air or power from the valve and verify that the valve stem and actuator position do not change.
  4. Restore to normal.
  5. Set cooling setpoint to 20 degrees F (11 degrees C) below room temperature.
  6. Observe valve open.
  7. Restore to normal.
- G. Coil Valve Leak Check:
  1. Method 1 - Water Temperature With 2-Way Valve:
    - a. Calibrate water temperature sensors on each side of coil to be within 0.2 degree F (0.1 degree C ) of each other.
    - b. Turn off air handler fans, close outside air dampers. Keep pump running. Make sure appropriate coil dampers are open.
    - c. Normally closed valves will close.
    - d. Override normally open valves to the closed position.
    - e. After 10 minutes observe water delta T across coil. If it is greater than 2 degrees F ( one degree C ), leakage is probably occurring.
    - f. Reset valve stroke to close tighter.
    - g. Repeat test until compliance is achieved.

- H. 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.
- I. Deficiencies: Correct deficiencies and re-inspect or re-test, as applicable, at no extra cost to State of Delaware.

### **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 Delaware Engineering and Design Corporation to manuals prior to submission to State of Delaware.
- 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.

### **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'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:
  - 1. Air Handling Units: 4 hours.
- E. TAB Review: Instruct State of Delaware'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. Provide the services of manufacturer representatives to assist instructors where necessary.
- G. 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**

**DRAFT**  
**NOT FOR BID**

**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. 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.
- B. The systems to be controlled under work of this section basically comprise new HVAC systems. The HVAC systems being controlled are Air Handling Units and Exhaust Fans. This Section defines the manner and method by which these controls function.
- C. The BAS shall be installed as a local system within this building with remote monitoring capabilities. Remote monitoring may be utilized in the future but is not intended to be part of this project. The control system server (CCS) shall be located within the building and a laptop shall be provided as part of this project to connect into the CCS as the graphical workstation.

**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

### **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.

### **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.
- 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 within the building as part of the DDC system 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.
- 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.
  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
  - 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 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. 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.
  - 2. 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)

3. 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.
  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 (insert warranty period) 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.
    - 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. Johnson Controls by Modern Controls
- C. 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 be 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.

## **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 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.

The following item will have to be customized for each system and project. The consideration is where to power controllers from. For distributed controllers that are associated with one unit, it is convenient to power them along with the system so the controller can take action based on the presence of power. However on large centralized panels, it may be best to put these on the most reliable source of power that serves the equipment being controlled and then provide for individual monitoring of the various system's power sources by the controller. The object here is to make a robust system that does not interpret power failures as device failure and therefore in some instances have to take down the unit for manual acknowledged reset. This can compromise reliability.

- 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.

### **3.05 BAS STARTUP, COMMISSIONING AND TRAINING**

- A. Refer to Section 23 09 59

### **3.06 SEQUENCE OF OPERATION**

- A. Refer to Section 23 09 58 - Sequences of Operation

**END OF SECTION 23 09 50**

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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 Dampers and Actuators
- C. Control Panels
- D. Sensors
- E. Electric Control Components (Switches, EP Valves, Thermostats, Relays, Smoke Detectors, etc.)
- 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.

## **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 Controller 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 Control Dampers

- A. General: Provide factory fabricated automatic control dampers of sizes, velocity and pressure classes as required for smooth, stable, and controllable air flow. Provide parallel or opposed blade dampers as recommended by manufacturers sizing techniques. For dampers located near fan outlets, provide dampers rated for fan outlet velocity and close-off pressure, and recommended by damper manufacturer for fan discharge damper service. Control dampers used for smoke dampers shall comply with UL 555S. Control Dampers used for fire dampers shall comply with UL 555.
- B. For general isolation and modulating control service in rectangular ducts at velocities not greater than 1500 fpm (7.62 m/s), differential pressure not greater than 2.5" w.c. (622 Pa):
  1. Performance: Test in accordance with AMCA 500.
  2. Frames: Galvanized steel, 16-gauge minimum thickness, welded or riveted with corner reinforcement.
  3. Blades: Stainless steel in lab exhausts and galvanized steel elsewhere, maximum blade size 8 inches (200 mm) wide by 48 inches (1219 mm) long, attached to minimum 1/2 inch (12.7 mm) shafts with set screws, 16 gauge minimum thickness.
  4. Blade Seals: Synthetic elastomer, mechanically attached, field replaceable.
  5. Jamb Seals: Stainless steel.
  6. Shaft Bearings: Oil impregnated sintered bronze, graphite impregnated nylon sleeve or other molded synthetic sleeve, with thrust washers at bearings.
  7. Linkage: Concealed in frame.
  8. Linkage Bearings: Oil impregnated sintered bronze or graphite impregnated nylon.
  9. Leakage: Less than one percent based on approach velocity of 1500 ft./min. (7.62 m/s) and 1 inches wg. (249Pa).
  10. Maximum Pressure Differential: 2.5 inches wg. (622 Pa)
  11. Temperature Limits: -40 to 200 °F (-40 to 93 °C).
  12. Where opening size is larger than 48 inches (1219 mm) wide, or 72 inches (1829 mm) high, provide dampers in multiple sections, with intermediate frames and jackshafts appropriate for installation.
- C. For general isolation and modulating control service in round ducts up to 40 inches in size at velocities not greater than 2500 fpm (12.7 m/s), differential pressure not greater than 4" w.c. (994 Pa):
  1. Performance: Test in accordance with AMCA 500.
  2. Frames: rolled 12 gauge steel strip for sizes 6 inch and smaller, rolled 14 gauge steel channel for larger sizes, galvanized or aluminum finish.
  3. Blades: Steel construction, 12 gauge minimum thickness for dampers less than 18 inches (457 mm) in size, 10 gauge minimum thickness for larger dampers.
  4. Blade Seals: Full circumference neoprene.
  5. Shaft: 1/2 inch (12.7 mm) diameter zinc or cadmium plated steel.
  6. Shaft Bearings: Oil impregnated sintered bronze or stainless steel, pressed into frame, with thrust washers at bearings.
  7. Leakage: Less than 0.2 percent based on approach velocity of 4000 ft./min. (20.3 m/s) and 1 inches wg. (249Pa) differential pressure.
  8. Maximum Pressure Differential: 4 inches wg. (994 Pa)

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9. Temperature Limits: -40 to 300 °F (-40 to 149 °C).

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### 2.03 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.
- 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

### 2.04 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.

## 2.05 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. 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.
- C. 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
- D. 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.
- E. 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.

## 2.06 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.

## 2.07 HUMIDITY TRANSMITTERS

- A. Units shall be suitable for duct, wall (room) or outdoor mounting. Unit shall be two-wire transmitter utilizing bulk polymer resistance change or thin film capacitance change humidity sensor. Unit shall produce linear continuous output of 4-20 mA for percent relative humidity (% RH). A combination temperature and humidity sensor may be used for zone level monitoring. Sensors shall have the following minimum performance and application criteria:
  - 1. Input Range: 0 to 100% RH.
  - 2. Accuracy(% RH): +/- 2% (when used for enthalpy calculation, dewpoint calculation or humidifier control) or +/- 3% (monitoring only) between 20-90% RH at 77°F, including hysteresis, linearity, and repeatability.
  - 3. Sensor Operating Range: As required by application
  - 4. Long Term Stability: Less than 1% drift per year.
- B. Acceptable Manufacturers: Units shall be Vaisala HM Series, General Eastern, Microline, or Hy-Cal HT Series. Substitutions shall be allowed per Division 1.

## **2.08 DIFFERENTIAL PRESSURE SWITCHES (DPS)**

- A. General Service - Air: Diaphragm with adjustable setpoint and differential and snap acting form C contacts rated for the application. Provide manufacturer's recommended static pressure sensing tips and connecting tubing

## **2.09 PRESSURE SWITCHES (PS)**

- A. Diaphragm or bourdon tube with adjustable setpoint and differential and snap-acting Form C contacts rated for the application. Pressure switches shall be capable of withstanding 150% of rated pressure.
- B. Acceptable Manufacturers: Square D, ITT Neo-Dyn, ASCO, Penn, Honeywell, and Johnson Controls. Substitutions shall be allowed per Division 1.

## **2.10 Current Switches (CS)**

- A. Clamp-On or Solid-Core Design Current Operated Switch (for Constant Speed Motor Status Indication)
  - 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.

## 2.11 CO2 Sensors/Transmitters (CO2)

- A. CO2 sensors shall use silicon based, diffusion aspirated, infrared single beam, dual-wavelength sensor.
- B. Accuracy:  $\pm 36$ ppm at 800 ppm and 68°F.
- C. Stability: 5% over 5 years.
- D. Output: 4-20 mA, 0-10 Vdc or relay.
- E. Mounting: Duct or Wall as indicated.
- F. Acceptable Manufacturer: Vaisala, Inc. GMD20 (duct) or GMW20 (wall).

## 2.12 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.
  - 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 1 enclosure. 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.
  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.

## 2.13 SMOKE CONTROL/FIREMAN'S OVERRIDE PANEL

- A. Integral enunciator/control panel part of complete engineered and UUKL 864 listed system.
- B. Provide clear, laminated graphic schematically representing the building air systems. Status LEDs shall be associated with graphic representations of fans. Override switches shall be provided as required by NFPA 110 to allow override of the fans and dampers applicable to the code requirements.
- C. Interface with Fire Alarm System as required to implement the requirements specified in the Sequence of Operations.

## 2.14 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.

## 2.15 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.
  - 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. Averaging Temperature Sensors: Cover no more than two square feet per linear foot of sensor length except where indicated. Generally where flow is sufficiently homogeneous/adequately mixed at sensing location, consult AE for requirements.
- AE must specifically show locations of all flow meters and design in the straight length of duct or pipe required for accurate sensors. This length must be specifically shown on the drawing.
- F. Airflow Measuring Stations: Install per manufacturer's recommendations in an unobstructed straight length of duct (except those installations specifically designed for installation in fan inlet). For installations in fan inlets, provide on both inlets of double inlet fans and provide inlet cone adapter as recommended by AFM station manufacturer.
- G. Fluid Flow Sensors: Install per manufacturer's recommendations in an unobstructed straight length of pipe.
- H. Relative Humidity Sensors: Provide element guard as recommended by manufacturer for high velocity installations. For high limit sensors, position remote enough to allow full moisture absorption into the air stream before reaching the sensor.
- I. Differential Pressure Transmitters: Provide valve bypass arrangement to protect against over pressure damaging the transmitter.

- J. Flow Switches: Where possible, install in a straight run of pipe at least 15 diameters in length to minimize false indications.
- K. Current Switches for Motor Status Monitoring: Adjust so that setpoint is below minimum operating current and above motor no load current.
- L. Supply Duct Pressure Transmitters:
  - 1. General: Install pressure tips with at least 4 'round equivalent' duct diameters of straight duct with no takeoffs upstream. Install pressure tips securely fastened with tip facing upstream in accordance with manufacturer's installation instructions. Locate the transmitter at an accessible location to facilitate calibration.
  - 2. VAV System 'Down-Duct' Transmitters: Locate pressure tips approximately 2/3 of the hydraulic distance to the most remote terminal in the air system.
- M. 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.

**END OF SECTION 23 09 51**

**DRAFT**  
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## SECTION 23 09 52

### BAS OPERATOR INTERFACES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Control System Servers
- B. Portable Operator Terminal
- C. Hand Held Operator Interface Devices
- D. Permanently Mounted Operator Interface Devices
- E. Printers

##### 1.02 RELATED DOCUMENTS

- A. 23 0950 - Building Automation System (BAS) General (Refer to this Section also for Definitions and Abbreviations)
- B. 23 0951 - BAS Basic Materials, and Devices
- C. 23 0953 - BAS Field Panel
- D. 23 0954 - BAS Communications Devices
- E. 23 0955 - BAS Software and Programming
- F. 23 0958 – BAS Sequence of Operation
- G. 23 0959 – BAS Commissioning

##### 1.03 DESCRIPTION OF WORK

- A. Furnish and install all Operator Interfaces and Control System Servers as required for the BAS functions specified. All computers shall be warranted by the manufacturer for a period of one year after Substantial Completion.
- B. Refer to Section 23 0950 for general requirements.

#### PART 2 PRODUCTS

##### 2.01 Control System Server (CSS)

- A. Provide a micro server computer equal to Foxconn nT535-0h0w-B-A-NA with multi-core Intel processor operating at 1.8 GHz minimum speed, 4 GB RAM, two (2) 500GB/7200 RPM hard disk drives, on board graphics card, USB 2.0 ports, and 100/1000 Base-T network card. Provide 19 in (1280 x 1024 min resolution, 6ms max refresh) LCD.

##### 2.02 PORTABLE OPERATORS TERMINAL (POT) / REMOTE WORKSTATION

- A. Portable Operators Terminal shall support system management by connection to the controllers, by connection via the Internet, and by dial-up communications while serving as the remote workstation.
- B. Provide [one] notebook personal computer (PC) with a current generation multi-core Intel processor operating at 1.6 GHz minimum speed. Include 1 GB RAM and minimum 80GB/7200 RPM hard disk drive, 16x DVD+/-RW Drive. Provide an internal 56k modem, internal wireless 802.11 g/b, internal 10/100 Mbps Ethernet, Four USB 2.0 ports, a serial port, Type II and Type III PCMCIA slots, touch pad, rechargeable battery, and 110V power supply/charger.

- C. Provide minimum 15.4" WXGA LCD.
- D. Provide carrying case and extra battery.
- E. Operating system for operator workstation must be preapproved by the State (Currently approved: Microsoft Windows XP Professional). Provide Microsoft Office 2007 Professional or Office 2003 Professional Software.
- F. Provide software, graphics and programming as specified in Section 23 0955.
- G. Provide additional hardware, video drivers, etc., to facilitate all control functions and software requirements specified for the building automation system.
- H. Provide all controller configuration and interface software and/or plug ins for all devices applicable. All shall be loaded and functional. Provide all required interface cables required to connect to all networks, routers, controllers, SDs etc.
- I. Wherever a POT connection point is not provided accessible in the same room as the device controlled, contractor shall provide a wireless system to permit configuration, testing and operation from within the room. Wireless system shall have the range to reliably communicate with the most remote room

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. No license, software component, key, etc or any piece of information required to install, configure, operate, diagnose and maintain the system shall be withheld from the State.
- B. Set up portable operator terminal and configure it as the remote workstation. Install all software and verify that the system is fully operational.
- C. Install systems and materials in accordance with manufacturer's instructions.

**END OF SECTION**

## **SECTION 23 09 53**

### **BAS FIELD PANELS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES:**

- A. Building Controller (BC)
- B. 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;
- 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 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 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 manufacturer's board is unacceptable). Provide suppression to limit transients to acceptable levels.
    - b. Analog Inputs (AI): AI shall be 0-5 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.
- 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 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 Point	Default Value
Scheduling Period	Normal
Morning Warm-Up	Off (cold discharge air)
Load Shed	Off (no shedding)
Summer/Winter	Winter
  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 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.

#### **3.04 CONTROL UNIT REQUIREMENTS**

- A. Refer to Section 23 09 50 for requirements pertaining to control unit quantity and location.

**END OF SECTION 23 09 53**

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**NOT FOR BID**

## 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. 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
- B. 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.

- 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.

### **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 23 09 54**

## 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.

## **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 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 calculate 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.
  - 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 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.

## **2.05 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 network traffic, and prevent alarms from being lost. At no time shall a BC's 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.

## 2.06 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.

## 2.07 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.

## 2.08 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.

## **2.09 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. 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.

## **2.10 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.

## **2.11 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
  - 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.
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.
  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.

## 2.12 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.), 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
  - 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
  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 ( $\pm$ ) 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.
- 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.

### 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 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 23 09 55**

**DRAFT**  
**NOT FOR BID**

## SECTION 23 09 58

### SEQUENCE OF OPERATION

#### PART 1 - GENERAL

##### 1.01 Section Includes

- A. Air Handling Units
- B. Exhaust Fans

##### 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"
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:
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 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 Demand Limiting Control:

- A. BAS shall monitor kW demand over a 15-minute sliding window period.
- B. Demand limiting shall be disabled during the winter billing period. When demand limiting is enabled, it shall be possible for the operator to disable it on a daily basis, but it shall be automatically re-enabled each day at 12 midnight.
- C. On a rise in kW to within [200] kW (adj.) of setpoint, a Level 4 alarm shall be enunciated and BAS shall begin to make one "load shed" command every [3] minutes (adj.). On a fall in kW to [200] kW less than the demand setpoint, BAS shall begin to broadcast one "load restore" command every [3] (adj.) minutes on a first shed, first restored basis. If demand exceeds the demand setpoint and there are no more loads left to shed, the demand setpoint shall be increased to the maximum demand experienced. Demand setpoint shall be automatically reset to an adjustable value at the beginning of each billing period.
- D. "Loads" available for shedding are defined elsewhere in this specification section.
- E. On a rise in kW to within [50] kW (adj.) of setpoint, a Level 3 and Level 4 alarm shall be enunciated.

### 3.03 Air Handling Units - General

- A. Logic Strategies: The BAS shall fully control the air handlers. Generally the BAS shall energize the AH (start the fans and activate control loops) as dictated for each air handle. The following indicates when and how the BAS shall energize the AHs and control various common aspects of them. The following "logic strategies" shall be included by reference with each air handler with any specific clarifications required:
1. Scheduled Occupancy: BAS shall determine the occupancy periods (occupied, unoccupied, preoccupancy, and setback) as defined above. The following details the common control aspects related to the scheduled occupancy.

- a. Occupied Period: BAS shall energize the AH during all occupied periods. Note that the beginning of the occupancy period shall be set sufficiently before the actual start of occupancy to obtain the required building component of ventilation per ASHREA 62. Specific times shall be as directed by the A/E. Minimum OA flow setpoint shall be as scheduled on the drawings. "Normal" setpoints shall apply.
  - b. Unoccupied Period: Minimum OA flow shall be 0 CFM or the minimum OA damper position shall be 0%. If during the unoccupied period there is a request for occupancy override, the occupancy mode shall become active for an adjustable period. The unoccupied period and the preoccupancy period will typically overlap.
  - c. Setback Period: BAS shall deenergize the unit except as required to maintain a setback temperature as indicated in the individual sequences with a 5°F cycle differential. Generally, where setback temperatures apply in multiple zones, the worst zone shall control the system. Setback setpoints generally apply except during preoccupancy [and night purge]. If during the unoccupied period there is a request for occupancy override, the occupancy mode shall become active for an adjustable period.
  - d. Preoccupancy: BAS shall energize the AH continuously during the preoccupancy period. Minimum OA flow shall be 0 CFM or the minimum OA damper position shall be 0%. "Normal" setpoints shall apply. Preoccupancy duration shall be one of the following as specified by reference:
    - 1) Fixed: The duration of the preoccupancy period shall be fixed as scheduled by the operator.
    - 2) Optimum: The duration of the morning warm-up period shall vary according to outside air temperature and space temperature such that the space temperature rises to occupied period heating setpoint at the beginning of, but not before, the scheduled occupied period. The duration of the cool-down period shall vary according to outside air temperature and space temperature such that the space temperature falls to the occupied period cooling setpoint at the beginning of, but not before, the scheduled occupied period.
2. Minimum OA Control: BAS shall maintain minimum ventilation during the occupied period. The following strategies may apply:
- a. Balanced Position: During the occupied period, applicable mixing and OA dampers shall never be positioned less than the position set for the required minimum OA ventilation rate. If the air handler has a single OA damper that is capable of economizer, the minimum position output shall be determined by the balancer. If the AH has a two position minimum OA damper, that position shall be fully open to its balanced position. This logic strategy is only applicable to constant volume AHs.
  - b. Reset Balanced Position: During the occupied period, applicable mixing and OA dampers shall never be positioned less than the minimum position. Minimum position shall be reset between limits of a position delivering system exhaust make-up air CFM and the design minimum position delivering design minimum CFM to maintain a CO2 setpoint of 900 ppm (adj.). Loop shall be a "sample and bump" or dynamic proportional only loop tuned for the slow response. The balancer shall determine the minimum position outputs at both extreme points. This logic strategy is only applicable to constant volume AHs.
  - c. Damper Controlled Fixed: During the occupied period, applicable mixing dampers shall be modulated to maintain an OA flow rate of no less than the MVR as dictated in the design and required by ASHRAE 62. Setpoint flow rates shall be provided by the A/E. Flow rate shall be determined in any of the following ways as specified for the particular AH:
    - 1) Measured directly by an OA flow station
    - 2) As determined by CO2 mixing equations using the SA, OA, and RA CO2 sensors
  - d. Damper Controlled Reset: During the occupied period, applicable mixing dampers

- shall be modulated to maintain an OA flow rate setpoint. Setpoint shall be reset between limits of system exhaust make-up air CFM and the design minimum CFM to maintain an RA CO<sub>2</sub> setpoint of 900 ppm (adj.). Loop shall be a "sample and bump" or dynamic proportional only loop tuned for the slow response. Setpoint flow rates shall be provided by the A/E. Flow rate shall be determined in any of the following ways as specified for the particular AH:
- 1) Measured directly by an OA flow station
  - 2) As determined by CO<sub>2</sub> mixing equations using the SA, OA, RA, and/or Space CO<sub>2</sub> sensors
- e. Mixed Air Plenum Pressure Control: Minimum position of the OA damper shall be set to obtain the design required minimum OA. This balanced position shall remain fixed whenever to minimum loop is active BAS shall control the return air damper to maintain a mixed air plenum pressure (relative to outside) setpoint which will be specified by the balancer (-.5"). Ensure the OA reference pressure is adequately dampened against wind fluctuations using a wind resistance static tip, restrictors, and air volume capacitance.
3. Airside Economizer: BAS shall modulate the mixing dampers to provide "free cooling" when conditions merit. The free cooling shall generally be staged before any mechanical cooling. While conditions merit, dampers shall be modulated in a DA PID loop to maintain mixed air temperature at a setpoint as specified for the individual unit. Economizer logic shall remain enabled during setback cooling where applicable. One of the following strategies shall be used to enable the economizer mode:
- a. Dry Bulb Comparison: Economizer mode shall be active while the unit is energized AND when OA enthalpy fall below 28 btu/# AND outside air temperature falls below return air temperature (with 2°F cycle differential). Economizer mode shall be inactive when OA enthalpy rises above 29 btu/# OR outside air temperature rises above return air temperature (with 2°F cycle differential), dampers shall return to their scheduled minimum positions as specified above. Economizer shall remain enabled during setback cooling.
  - b. Dry Bulb Switch: Economizer mode shall be active while the unit is energized AND when OA enthalpy fall below 28 btu/# AND outside air temperature falls below the switching setpoint of 70°F (adj.) (with 5°F cycle differential). Economizer mode shall be inactive when OA enthalpy rises above 29 btu/# OR outside air temperature rises above switching setpoint, dampers shall return to their scheduled minimum positions as specified above.
  - c. Enthalpy Comparison: Economizer mode shall be active while the unit is energized AND when outside air enthalpy falls below return air enthalpy (with 2btu/# cycle differential). Economizer mode shall be inactive when outside air enthalpy rises above return air enthalpy, dampers shall return to their scheduled minimum positions as specified above.
4. Sequenced Heating and Cooling: BAS shall control the heating and cooling coils and air side economizer as detailed for the particular AH. Program logic shall directly prohibit the heating and cooling valves as well as the heating valve and economizer damper to be open (or above minimum) simultaneously. This does not apply to cooling and reheat valves that are used simultaneously for dehumidification.
5. Mixed Air Low Limit Override: BAS shall override the signal to the OA damper via a proportional only loop to maintain a minimum mixed air temperature of 45°F (adj.) (loop shall output 0% at 45°F which shall be passed to the output via a low selector).
6. Freeze Safety: Upon operation of a freezestat, unit shall be deenergized with the exception of the heating loops. Typically supply and return fans where applicable shall be deenergized via a hardwired interlock, [, and an indication of the operation shall be sensed by the BAS. BAS shall enunciate appropriate alarm and remove and lock out the start command], [which shall initiate "fan failure" alarms]. OA dampers shall close and heating loops shall remain active.

7. Smoke Safety: Upon indication of smoke by a smoke detector, FAC shall deenergize the AH. Smoke detector shall notify the fire alarm system and BAS, shut down the fans, and close the smoke dampers via hard-wired interlock.
  8. High or Low Pressure Safety: Upon activation of a high or low pressure safety switch, AH shall be deenergized, fans shall be deenergized via a hard wired interlock [, and an indication of the operation shall be sensed by the BAS. BAS shall enunciate appropriate alarm and remove and lock out the start command], [which shall initiate "fan failure" alarms].
  9. Vibration Safety (Applicable To Units >50,000 cfm): Upon activation of a vibration safety switch, respective fan shall be deenergized, fan shall be deenergized via a hard wired interlock and an indication of the operation shall be sensed by the BAS]. BAS shall enunciate appropriate alarm and remove and lock out the start command.
- B. The detailed "logic strategies" above shall be required by reference to them in each of the individual sequences specified below.

### 3.04 Air Handling Unit Diagnostics - General

- A. Diagnostic Strategies: In addition to the standard alarm limits specified for all sensed variables the BAS monitor and diagnose anomalies in the operation of the air handlers. The following "diagnostic strategies" shall be included by reference with each air handler with any specific clarifications required:
1. Run Time Limit: BAS shall accumulate the runtime of the status of associated rotating equipment and enunciate a level 5 alarm to indicate that the unit is in need of service.
  2. Filter Monitoring: BAS shall monitor the differential pressure transmitter across the filter bank(s). A level 5 alarm shall be reported when pressure drop exceeds the transmitter's setting.
  3. Start Monitoring: BAS shall accumulate the starts of cycling equipment. BAS shall further enunciate a level 5 alarm when the number of starts exceeds the specified value within the specified time period. (ie: more than 3 starts in a 30 min period)
  4. Cooling Capacity Shortage: BAS shall monitor the output to the valve. If the output exceeds 99% open for 1 hour continuously, enunciate the following alarm
    - a. Lack of Capacity: The cooling valve of XXX has been commanded to the full open position for an extended time period. Ensure that the setpoint for the control loop is at a reasonable value and that flow to the coil has not been obstructed as in a plugged strainer, throttled balancing valve, debris in the control valve, etc.
  5. Economizer Anomaly: If mixed air temperature is less than low limit mixed air temperature °F or greater than [85]; or if the outside air temperature is between 55°F and 65°F and the mixed air temperature is more than 2°F different from the outside air temperature for more than 30 minutes continuously, enunciate the following alarm at level 3 and 4 priority:
    - a. ENERGY WASTE: An unexpected mixed air temperature indicates a possible problem with the economizer damper controls. Please check for faulty dampers or controls.
  6. Fighting Thermal Zones: BAS shall monitor the mode of multiple terminal zones within a thermal zone and enunciate the following level 3 alarm if some are in heating mode, and others are in cooling mode:
    - a. FIGHTING TERMINAL UNITS: Simultaneous heating and cooling exists in XXX. Coordinate the setpoints.
  7. Fighting Humidity Zones: BAS shall monitor the mode of multiple terminal zones within a humidity zone and enunciate the following level 3 alarm if some are in heating mode, and others are in cooling mode:
    - a. FIGHTING TERMINAL UNITS: simultaneous humidification and dehumidification exists in XXX. Coordinate the setpoints.
  8. Unstable Control: BAS shall monitor the output to the actuator. BAS shall calculate the average change in output per second over a 30-min. period. The average change in output

signal shall be calculated as follows:  $\frac{[(\text{Abs}(\text{Current Output}(\%)) - \text{Last Output}(\%)) / (\text{Scan Interval}(\text{s}))]}{(\text{\# of Scans in 30 min})}$ . The program shall execute the check once every 14 hours (start the 30-min. interval change accumulation, after 30 min. perform the check and clear the sum). BAS shall enunciate the following alarm if the average rate of change exceeds 1%/sec or one half of the maximum rate of change programmed for the point.

- a. Unstable Control: The control loop on XXX appears to be unstable. Establish a plot of the valve output to validate this. If the damper is hunting unacceptably, tune the loop.

**END OF SECTION 23 09 58**

**DRAFT**  
**NOT FOR BID**

## SECTION 23 09 59

### BAS SYSTEM COMMISSIONING

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. BAS and equipment testing and start-up
- B. Validation of proper and thorough installation of BAS and equipment
- C. Functional testing of control systems
- D. Documentation of tests, procedures, and installations
- E. Coordination of BAS training
- F. Documentation of BAS Operation and Maintenance materials

##### 1.02 RELATED SECTIONS:

- A. Section 23 09 50 - BAS General Requirements
- B. Section 23 09 51 - BAS Basic Materials and Devices
- 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 - Sequence of Operation

##### 1.03 GENERAL DESCRIPTION

- A. This section defines responsibilities of the Controls Contractor to commission the BAS.
- B. The State, at State's expense, shall retain a Commissioning Authority (CA) who shall work with the Contractor to ensure that the systems, equipment, and interfaces are installed, tested, and operate per the design intent; that the systems are adequately documented; and that the Government is adequately trained on system intent, operation, and maintenance.

##### 1.04 CONTRACTOR RESPONSIBILITIES

- A. Completely install and thoroughly inspect, startup, test, adjust, balance, and document all systems and equipment.
- B. Assist Commissioning Authority in performing verification and performance testing. This will generally include the following:
  - 1. Attend Commissioning (Cx) progress and coordination meetings.
  - 2. Prepare and submit required draft forms and systems information.
  - 3. Establish trend logs of system operation as specified herein.
  - 4. Demonstrate system operation.
  - 5. Manipulate systems and equipment to facilitate testing.
  - 6. Provide instrumentation necessary for verification and performance testing.
  - 7. Manipulate control systems to facilitate verification and performance testing.
  - 8. Train State's Representatives as specified in Part III of this section.
- C. Provide a BAS Technician to work at the direction of Commissioning Authority for software optimization assistance for a minimum of [16] hours. Refer to Part 3 for a description of the software optimization.

##### 1.05 SEQUENCING

- A. The following list outlines the general sequence of events for submittals and commissioning:
1. Submit product data and shop drawings, and receive approval.
  2. Submit BAS logic documentation, and receive approval.
  3. Submit Start-Up Checklists and manufacturer's start-up procedures for all equipment provided by the BAS Contractor.
  4. Install BAS.
  5. Submit BAS Start-Up Test Agenda and Schedule for review.
  6. Receive BAS start up Test Agenda/schedule approval.
  7. Submit Training Plan.
  8. Simulate sequencing and debug program off-line to the extent practical.
  9. Place systems under BAS control where applicable during a scheduled outage.
  10. Perform BAS start up where applicable during a scheduled outage.
  11. Prepare and initiate trend log data storage and format trend graphs.
  12. Submit completed BAS Start-Up Reports and initial draft of the O&M Manuals.
  13. Receive BAS Start Up Report approval and approval to schedule Demonstrations and Commissioning.
  14. Demonstrate systems to Commissioning Authority and The State.
  15. Submit Trend Logs in format specified.
  16. Receive demonstration approval and approval to schedule Acceptance Period.
  17. Train The State on BAS operation and maintenance.
  18. Substantial Completion.
  19. Begin Acceptance Phase.
  20. Two week Operational Test.
  21. Perform Functional Performance Testing.
  22. Receive Acceptance Period approval, which is Functional Completion for the BAS.
  23. Train The State on final sequences and modes of operation.
  24. Install framed control drawings. (See Section 23 09 50/1.09/G)
  25. Provide Level 1 password access to the State.
  26. Revise and re-submit record drawings and O&M Manuals.
  27. Substantial Completion.
  28. Begin Warranty Phase.
  29. Schedule and begin Opposite Season acceptance period.
  30. Receive Opposite Season acceptance period approval.
  31. Submit as-built drawings and O&M Manuals.
  32. Update framed control drawings. (See Section 23 09 50/1.09/G)
  33. Complete State personnel Training.
  34. End-of-Warranty date/period.

## **PART 2 - PRODUCTS**

### **2.01 INSTRUMENTATION**

- A. Instrumentation required to verify readings and test the system and equipment performance shall be provided by Contractor and made available to Commissioning Authority. Generally, no testing equipment will be required beyond that required to perform Contractors work under these Contract Documents. All equipment used for testing and calibration shall be NIST/NBS traceable and calibrated within the preceding 6-month period. Certificates of calibration shall be submitted.

### **2.02 TAB & COMMISSIONING Portable operators terminal**

- A. For new projects, Contractor shall provide a portable operators terminal or hand held device to facilitate Testing, Adjusting, and Balancing (TAB) and calibration. This device shall support all functions and allow querying and editing of all parameters required for proper calibration and start up.

- B. Connections shall be provided local to the device being calibrated. For instance, for VAV boxes, connection of the operator's terminal shall be either at the sensor or at the terminal box. Otherwise a wireless system shall be provided to facilitate this local functionality.

### **PART 3 - EXECUTION**

#### **3.01 BAS Start-Up TESTING, ADJUSTING, CALIBRATION**

- A. Work and/or systems installed under this Division shall be fully functioning prior to Demonstration and Acceptance Phase. Contractor shall start, test, adjust, and calibrate all work and/or systems under this Contract, as described below:
  - 1. Inspect the installation of all devices. Review the manufacturer's installation instructions and validate that the device is installed in accordance with them.
  - 2. Verify proper electrical voltages and amperages, and verify that all circuits are free from faults.
  - 3. Verify integrity/safety of all electrical connections.
  - 4. For the following control settings, initially use the control setting that was used by existing control system, unless otherwise indicated. For AHUs that use a throttled outside air damper position when minimum outside air is required, contractor shall mark existing minimum outside air damper position to allow replication by new controls.
  - 5. Coordinate with TAB subcontractor to obtain control settings that are determined from balancing procedures. Record the following control settings as obtained from TAB contractor, and note any TAB deficiencies in the BAS Start-Up Report:
    - a. Optimum duct static pressure setpoints for VAV air handling units.
    - b. Minimum outside air damper settings for air handling units.
    - c. Optimum differential pressure setpoints for variable speed pumping systems.
    - d. Calibration parameters for flow control devices such as VAV boxes and flow measuring stations.
      - 1) BAS contractor shall provide hand-held device as a minimum to the TAB and CA to facilitate calibration. Connection for any given device shall be local to it (i.e. at the VAV box or at the thermostat). Hand-held device or portable operator's terminal shall allow querying and editing of parameters required for proper calibration and start-up.
  - 6. Test, calibrate, and set all digital and analog sensing and actuating devices. Calibrate each instrumentation device by making a comparison between the BAS display and the reading at the device, using an instrument traceable to the National Bureau of Standards, which shall be at least twice as accurate as the device to be calibrated (e.g., if field device is +/-0.5% accurate, test equipment shall be +/-0.25% accurate over same range). Record the measured value and displayed value for each device in the BAS Start Up Report.
  - 7. Check and set zero and span adjustments for all transducers and transmitters.
  - 8. For dampers and valves:
    - a. Check for adequate installation including free travel throughout range and adequate seal.
    - b. Where loops are sequenced, check for proper control without overlap.
  - 9. For actuators:
    - a. Check to insure that device seals tightly when the appropriate signal is applied to the operator.
    - b. Check for appropriate fail position, and that the stroke and range is as required.
    - c. For pneumatic operators, adjust the operator spring compression as required to achieve close-off. If positioner or volume booster is installed on the operator, calibrate per manufacturer's procedure to achieve spring range indicated. Check split-range positioners to verify proper operation. Record settings for each device in the BAS Pre-Commissioning Report.
    - d. For sequenced electronic actuators, calibrate per manufacturer's instructions to

required ranges.

10. Check each digital control point by making a comparison between the control command at the CU and the status of the controlled device. Check each digital input point by making a comparison of the state of the sensing device and the Operator Interface display. Record the results for each device in the BAS Start-Up Report.
11. For outputs to reset other manufacturer's devices (for example, VSDs) and for feedback from them, calibrate ranges to establish proper parameters. Coordinate with representative of the respective manufacturer and obtain their approval of the installation.
12. Verify proper sequences by using the approved checklists to record results and submit with BAS Start-Up Report. Verify proper sequence and operation of all specified functions.
13. Verify that all safety devices trip at appropriate conditions. Adjust setpoints accordingly.
14. Tune all control loops to obtain the fastest stable response without hunting, offset or overshoot. Record tuning parameters and response test results for each control loop in the BAS Start Up Report. Except from a startup, maximum allowable variance from set point for controlled variables under normal load fluctuations shall be as follows. Within 3 minutes of any upset (for which the system has the capability to respond) in the control loop, tolerances shall be maintained (exceptions noted):
  - a. Duct air temperature:  $\pm 1^{\circ}\text{F}$ .
  - b. Space Temperature:  $\pm 2^{\circ}\text{F}$
  - c. Duct pressure:  $\pm 0.25'' \text{ w.g.}$
  - d. Duct or space Humidity:  $\pm 5\%$
  - e. Air flow control:  $\pm 5\%$  of setpoint velocity. [For fume hoods  $\pm 10\%$  on full sash travel (from min to max in 3 seconds) within 3 seconds. Refer to Section 15995 for fume hood acceptance requirements.] [For minimum OA flow loops being reset from CO<sub>2</sub>, response to upset max time is one hour.]
  - f. Space Pressurization (on active control systems):  $\pm 0.05'' \text{ wg}$  with no door or window movements.
15. For interface and DDC control panels:
  - a. Ensure devices are properly installed with adequate clearance for maintenance and with clear labels in accordance with the record drawings.
  - b. Ensure that terminations are safe, secure and labeled in accordance with the record drawings.
  - c. Check power supplies for proper voltage ranges and loading.
  - d. Ensure that wiring and tubing are run in a neat and workman-like manner, either bound or enclosed in trough.
  - e. Check for adequate signal strength on communication networks.
  - f. Check for standalone performance of controllers by disconnecting the controller from the LAN. Verify the event is annunciated at Operator Interfaces. Verify that the controlling LAN reconfigures as specified in the event of a LAN disconnection.
  - g. Ensure that all outputs and devices fail to their proper positions/states.
  - h. Ensure that buffered and/or volatile information is held through power outage.
  - i. With all system and communications operating normally, sample and record update/annunciation times for critical alarms fed from the panel to the Operator Interface.
  - j. Check for adequate grounding of all DDC panels and devices.
16. For Operator Interfaces:
  - a. Verify that all elements on the graphics are functional and are properly bound to physical devices and/or virtual points, and that hot links or page jumps are functional and logical.
  - b. Output all specified BAS reports for review and approval.
  - c. Verify that the alarm printing and logging is functional and per requirements.
  - d. Verify that trends are archiving to disk and provide a sample to the [Commissioning Authority and] State for review.
  - e. Verify that paging/dial-out alarm annunciation is functional.

- f. Verify the functionality of remote Operator Interfaces and that a robust connection can be established consistently.
    - g. Verify that required third party software applications required with the bid are installed and are functional.
  - 17. Start-up and check out control air compressors, air drying, and filtering systems in accordance with the appropriate section and with manufacturer's instructions.
  - 18. Verify proper interface with fire alarm system.
- B. Submit Start-Up Test Report: Report shall be completed, submitted, and approved prior to Substantial Completion.

### 3.02 Sensor Checkout and Calibration

- A. General Checkout: Verify that all sensor locations are appropriate and are away from causes of erratic operation. Verify that sensors with shielded cable are grounded only at one end. For sensor pairs that are used to determine a temperature or pressure difference, make sure they are reading within 0.2°F of each other for temperature and within a tolerance equal to 2% of the reading of each other for pressure. Tolerances for critical applications may be tighter.
- B. Calibration: Calibrate all sensors using one of the following procedures:
- 1. Sensors Without Transmitters - Standard Application: Make a reading with a calibrated test instrument within 6 inches of the site sensor at various points across the range. Verify that the sensor reading (via the permanent thermostat, gage or BAS) is within the tolerances specified for the sensor. If not, adjust offset and range, or replace sensor. Where sensors are subject to wide variations in the sensed variable, calibrate sensor within the highest and lowest 20% of the expected range.
  - 2. Sensors With Transmitters - Standard Application: Disconnect sensor. Connect a signal generator in place of sensor. Connect ammeter in series between transmitter and BAS control panel. Using manufacturer's resistance-temperature data, simulate minimum desired temperature. Adjust transmitter potentiometer zero until the ammeter reads 4 mA. Repeat for the maximum temperature matching 20 mA to the potentiometer span or maximum and verify at the OI. Record all values and recalibrate controller as necessary to conform to tolerances. Reconnect sensor. Make a reading with a calibrated test instrument within 6 inches of the site sensor. Verify that the sensor reading (via the permanent thermostat, gage or BAS) is within the tolerances specified. If not, replace sensor and repeat. For pressure sensors, perform a similar process with a suitable signal generator.
- C. Sensor Tolerance: Sensors shall be within the tolerances specified for the device. Refer to Section 23 09 51.

### 3.03 BAS DEMONSTRATION

- A. Demonstrate the operation of the BAS hardware, software, and all related components and systems to the satisfaction of the Commissioning Authority and State. Schedule the demonstration with the State's representative 1 week in advance. Demonstration shall not be scheduled until all hardware and software submittals, and the Start-Up Test Report are approved. If the Work fails to be demonstrated to conform with Contract specifications, so as to require scheduling of additional site visits by the Commissioning Authority for re-demonstration, Contractor shall reimburse The State for costs of subsequent Commissioning Authority site visits.
- B. The Contractor shall supply all personnel and equipment for the demonstration, including, but not limited to, instruments, ladders, etc. Contractor-supplied personnel must be competent with and knowledgeable of all project-specific hardware, software, and the HVAC systems. All training documentation and submittals shall be at the job site.

- C. Demonstration shall typically involve small representative samples of systems/equipment randomly selected by the State and CA.
- D. The system shall be demonstrated following the same procedures used in the Start-Up Test by using the approved Commissioning Checklists. Demonstration shall include, but not necessarily be limited to, the following:
  - 1. Demonstrate that required software is installed on BAS workstations. Demonstrate that graphic screens, alarms, trends, and reports are installed as submitted and approved.
  - 2. Demonstrate that points specified and shown can be interrogated and/or commanded (as applicable) from all workstations, as specified.
  - 3. Demonstrate that remote dial-up communication abilities are in accordance with these Specifications.
  - 4. Demonstrate correct calibration of input/output devices using the same methods specified for the Start-Up Tests. A maximum of 10 percent of I/O points shall be selected at random by the Commissioning Authority and/or State for demonstration. Upon failure of any device to meet the specified end-to-end accuracy, an additional 10 percent of I/O points shall be selected at random by Commissioning Authority for demonstration. This process shall be repeated until 100 percent of randomly selected I/O points have been demonstrated to meet specified end-to-end accuracy.
  - 5. Demonstrate that all DDC and other software programs exist at respective field panels. The Direct Digital Control (DDC) programming and point database shall be as submitted and approved.
  - 6. Demonstrate that all DDC programs accomplish the specified sequences of operation.
  - 7. Demonstrate that the panels automatically recover from power failures, as specified.
  - 8. Demonstrate that the stand-alone operation of panels meets the requirements of these Specifications. Demonstrate that the panels' response to LAN communication failures meets the requirements of these Specifications.
  - 9. Identify access to equipment selected by Commissioning Authority. Demonstrate that access is sufficient to perform required maintenance.
  - 10. Demonstrate that required trend graphs and trend logs are set up per the requirements. Provide a sample of the data archive. Indicate the file names and locations.
- E. BAS Demonstration shall be completed and approved prior to Substantial Completion.
- F. Any tests successfully completed during the demonstration will be recorded as passed for the functional performance testing and will not have to be retested.

#### **3.04 BAS ACCEPTANCE PERIOD**

- A. After approval of the BAS Demonstration and prior to Contract Close Out Acceptance Phase shall commence. Acceptance Period shall not be scheduled until all HVAC systems are in operation and have been accepted, all required cleaning and lubrication has been completed (i.e., filters changed, piping flushed, strainers cleaned, and the like), and TAB report has been submitted and approved. Acceptance Period and its approval will be performed on a system-by-system basis if mutually agreed upon by the Contractor and the Government.
- B. Operational Test: At the beginning of the Acceptance Phase, the system shall operate properly for two weeks without malfunction, without alarm caused by control action or device failure, and with smooth and stable control of systems and equipment in conformance with these specifications. At the end of the two weeks, contractor shall forward the trend logs to the Commissioning Authority for review. Commissioning Authority shall determine if the system is ready for functional performance testing and document any problems requiring contractor attention.
  - 1. If the systems are not ready for functional performance testing, Contractor shall correct problems and provide notification to the State's representative that all problems have been

corrected. The Acceptance Period shall be restarted at a mutually scheduled time for an additional one-week period. This process shall be repeated until Commissioning Authority issues notice that the BAS is ready for functional performance testing.

- C. During the Acceptance Period, the contractor shall maintain a hard copy log of all alarms generated by the BAS. For each alarm received, Contractor shall diagnose the cause of the alarm, and shall list on the log for each alarm, the diagnosed cause of the alarm, and the corrective action taken. If in the Contractor's opinion, the cause of the alarm is not the responsibility of the Contractor, Contractor shall immediately notify the State's representative.

### **3.05 Trend Logs**

- A. Contractor shall configure and analyze all trends required under Section 23 09 55.

### **3.06 TREND Graphs**

- A. Trend graphs as specified in Section 23 09 55 shall generally be used during the Acceptance Phase to facilitate and document testing. Prepare controller and workstation software to display graphical format trends during the Acceptance Period. Trend graphs shall demonstrate compliance with contract documents.
- B. Each graph shall be clearly labeled with HVAC subsystem title, date, and times.

### **3.07 Warranty Phase BAS OPPOSITE SEASON Trending and Testing:**

- A. Trending: throughout the Warranty Phase, trend logs shall be maintained as required for the Acceptance Period. Contractor shall forward archive trend logs to the Commissioning Authority/ State for review upon Commissioning Authority/ State's request. Commissioning Authority/ The State will review these and notify contractor of any warranty work required.
- B. Opposite Season Testing: Within 6 months of completion of the Acceptance Phase, Commissioning Authority/ The State shall schedule and conduct Opposite Season functional performance testing. Contractor shall participate in this testing and remedy any deficiencies identified.

### **3.08 SOFTWARE OPTIMIZATION ASSISTANCE**

- A. The Contractor shall provide the services of a BAS Technician as specified above at the project site to be at the disposal of the Commissioning Authority. The purpose of this requirement is to make changes, enhancements and additions to control unit and/or workstation software that have been identified by the Commissioning Authority during the construction and commissioning of the project and that are beyond the specified Contract requirements. The cost for this service shall be included with the bid. Requests for assistance shall be for contiguous or non-contiguous 8-hour days, unless otherwise mutually agreed upon by Contractor, Commissioning Authority, and State. The State's representative shall notify contractor 2 days in advance of each day of requested assistance.
- B. The BAS Technician provided shall be thoroughly trained in the programming and operation of the controller and workstation software. If the BAS Technician provided cannot perform every software task requested by the Commissioning Authority in a timely fashion, contractor shall provide additional qualified personnel at the project site as requested by the Commissioning Authority, to meet the total specified requirement on-site.

### **3.09 BAS OPERATOR TRAINING and O&M manuals**

- A. Provide up to 4 complete sets of the approved Operations and Maintenance (O&M) Manuals (hard copy and one electronic copy) to be used for training.

- B. Contractor shall submit a Training Plan for the scope of training for which they are responsible. Training Plan shall be forwarded to the Division 23 Contractor who will compile, organize, format, and forward to the Engineer for review.
- C. On-Site Training: Provide services of controls contractor's qualified technical personnel for [five] 8-hour days to instruct State's personnel in operation and maintenance of BAS. Instruction shall be in classroom setting at the project site for appropriate portions of the training. Training may be in non-contiguous days at the request of the State. The State's representative shall notify contractor 1 week in advance of each day of requested training. The Contractor's designated training personnel shall meet with the Engineer and State's representative for the purpose of discussing and fine-tuning the training agenda prior to the first training session. Training agenda shall generally be as follows:
  - 1. Basic Operator Workstation (OWS) Training - For all potential users of the OWS:
    - a. Brief walk-through of building, including identification of all controlled equipment and condensed demonstration of controller portable and built-in operator interface device display capabilities.
    - b. Brief overview of the various parts of the O&M Manuals, including hardware and software programming and operating publications, catalog data, controls installation drawings, and DDC programming documentation.
    - c. Demonstration of workstation login/logout procedures, password setup, and exception reporting.
    - d. Demonstration of workstation menu penetration and broad overview of the various workstation features.
    - e. Overview of systems installed.
    - f. Present all site-specific point naming conventions and points lists, open protocol information, configuration databases, back-up sequences, upload/download procedures, and other information as necessary to maintain the integrity of the BAS.
    - g. Overview of alarm features.
    - h. Overview of trend features.
    - i. Overview of workstation reports.
  - 2. BAS Hardware Training - For Maintenance and Control Technicians
    - a. Review of installed components and how to install/replace, maintain, commission, and diagnose them
  - 3. BAS Technician Training
    - a. Introduction to controller programming and overview of the programming application interface.
    - b. General review of sequence of operation and control logic for the project site, including standalone and fail-safe modes of operation.
    - c. Uploading/Downloading and backing up programs.
    - d. Network administration.
    - e. Review of setpoint optimization and fine-tuning concepts.
  - 4. Advanced Training: Advanced Training shall be provided for one (1) individual and be provided at an off-site training facility containing installations of the proposed system. Contractor shall pay training registration and materials fee and the State shall pay all employee expenses (travel, per diem, salary).
    - a. Contractor shall provide the standard, advanced training offering on all Control Programming Applications.
    - b. Contractor shall provide the standard, advanced training offering on Advanced Installation, Configuration, Maintenance, and Network Administration.
    - c. For Echelon-based systems, advanced training shall include a Lon systems integration course.

**END OF SECTION 23 09 59**

## SECTION 23 31 00

### HVAC DUCTS AND CASINGS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Metal ductwork.
- B. Casing and plenums.
- C. Duct Pressure Testing

##### 1.02 REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2008.
- B. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and General Applications; 2011a.
- C. ASTM A480/A480M - Standard Specification for General Requirements for Flat-Rolled Stainless and Heat-Resisting Steel Plate, Sheet, and Strip; 2011a.
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2010.
- E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- F. ICC-ES AC01 - Acceptance Criteria for Expansion Anchors in Masonry Elements; 2009.
- G. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements; 2006.
- H. ICC-ES AC193 - Acceptance Criteria for Mechanical Anchors in Concrete Elements; 2010.
- I. ICC-ES AC308 - Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete Elements; 2009.
- J. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association; 2012.
- K. SMACNA (DCS) - HVAC Duct Construction Standards - Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association; 2005.

##### 1.03 PERFORMANCE REQUIREMENTS

##### 1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for duct materials.
- C. Shop Drawings: Indicate duct fittings, particulars such as gages, sizes, welds, and configuration prior to start of work for HVAC systems.
- D. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.

##### 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.

## **1.06 REGULATORY REQUIREMENTS**

- A. Construct ductwork to NFPA 90A standards.

## **1.07 FIELD CONDITIONS**

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

## **PART 2 PRODUCTS**

### **2.01 DUCT ASSEMBLIES**

- A. MATERIALS
  - 1. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G90/Z275 coating.
  - 2. Stainless Steel for Ducts: ASTM A 240/A 240M, Type 304.
  - 3. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
    - a. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.
    - b. Surface Burning Characteristics: Flame spread of zero, smoke developed of zero, when tested in accordance with ASTM E84.
  - 4. Hanger Rod: ASTM A36/A36M; steel, galvanized, threaded both ends, threaded one end, or continuously threaded.
  - 5. Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:
    - a. Concrete Wedge Expansion Anchors: Complying with ICC-ES AC193.
    - b. Masonry Wedge Expansion Anchors: Complying with ICC-ES AC01.
    - c. Concrete Screw Type Anchors: Complying with ICC-ES AC193.
    - d. Masonry Screw Type Anchors: Complying with ICC-ES AC106.
    - e. Concrete Adhesive Type Anchors: Complying with ICC-ES AC308.
    - f. Other Types: As required.

### **2.02 DUCTWORK FABRICATION**

- A. All Ducts: Galvanized steel, unless otherwise indicated.
  - 1. Low Pressure Supply (Heating Systems): 2 inch w.g. (500 Pa) pressure class, galvanized steel.
  - 2. Return and Relief: 1 inch w.g. (250 Pa) pressure class, galvanized steel.
  - 3. General Exhaust: 1 inch w.g. (250 Pa) pressure class, galvanized steel.

### **2.03 DUCTWORK FABRICATION**

- A. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.
- B. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- C. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide air foil turning vanes of perforated metal with glass fiber insulation.
- D. T's, bends, and elbows: Construct according to SMACNA (DCS).
- E. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.

- F. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- G. Where ducts are connected to exterior wall louvers and duct outlet is smaller than louver frame, provide blank-out panels sealing louver area around duct. Use same material as duct, painted black on exterior side; seal to louver frame and duct.
- H. Metallic duct manufacturers:
  - 1. Metal-Fab, Inc: [www.mtlfab.com](http://www.mtlfab.com).
  - 2. SEMCO Incorporated: [www.semcoinc.com](http://www.semcoinc.com).
  - 3. United McGill Corporation: [www.unitedmcgill.com](http://www.unitedmcgill.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.04 MANUFACTURED DUCTWORK AND FITTINGS**

### **2.05 CASINGS**

- A. Fabricate casings in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and construct for operating pressures indicated.
- B. Mount floor mounted casings on 4 inch (100 mm) high concrete curbs. At floor, rivet panels on 8 inch (200 mm) centers to angles. Where floors are acoustically insulated, provide liner of 18 gage (1.20 mm) galvanized expanded metal mesh supported at 12 inch (300 mm) centers, turned up 12 inches (30 mm) at sides with sheet metal shields.
- C. Reinforce door frames with steel angles tied to horizontal and vertical plenum supporting angles. Install hinged access doors where indicated or required for access to equipment for cleaning and inspection.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install, support, and seal ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- B. Install in accordance with manufacturer's instructions.
- C. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
- D. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.
- E. Install and seal metal and flexible ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
- F. Provide openings in ductwork where required to accommodate thermometers and controllers. Provide pilot tube openings where required for testing of systems, complete with metal can with spring device or screw to ensure against air leakage. Where openings are provided in insulated ductwork, install insulation material inside a metal ring.
- G. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- H. Connect terminal units to supply ducts directly or with one foot (300 mm) maximum length of flexible duct. Do not use flexible duct to change direction.
- I. Connect diffusers or light troffer boots to low pressure ducts directly or with 5 feet (1.5 m) maximum length of flexible duct held in place with strap or clamp.
- J. Connect flexible ducts to metal ducts with draw bands.

- K. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.

### **3.02 CLEANING**

- A. Clean duct system and force air at high velocity through duct to remove accumulated dust. To obtain sufficient air, clean half the system at a time. Protect equipment that could be harmed by excessive dirt with temporary filters, or bypass during cleaning.

### **3.03 PRESSURE TESTING**

- A. Prior to the balancing of the duct system by the AABC certified balancing contractor all ductwork shall be tested by the mechanical contractor for duct leakage in accordance with SMACNA Standards and AABC Standards Chapter 23. Duct leakage shall not exceed 1% for a duration of (10) ten minutes. Test pressures shall be as per SMACNA, however, not less than the following:
  - 1. Low Pressure Duct:
    - a. 25% above system operating pressure, but not less than 2" w.c. (500 Pa).
  - 2. High Pressure Supply Duct:
    - a. 25% above system operating pressure, but not less than 6" w.c. (1500 Pa).
  - 3. High Pressure Exhaust Duct:
    - a. 25% above system operating pressure, but not less than 8" w.c. (2000 Pa).
- B. Insulation materials shall not be applied until systems have been witnessed to meet the above testing requirements.
- C. The testing and balancing contractor shall witness and certify all duct pressure tests.
- D. Additional leak testing requirements:
  - 1. Disassemble, reassemble, and seal segments of duct systems to accommodate leakage testing and for compliance with test requirements.
  - 2. If static pressure classes are not indicated, test system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure.
  - 3. Provide seven (7) days advance notice for testing.

### **3.04 SCHEDULES**

- A. Ductwork Pressure Class:
  - 1. Supply (Heating Systems): 2 inch (500 Pa)
  - 2. Supply (System with Cooling Coils): 2 inch (500 Pa).
  - 3. General Exhaust: 1 inch (250 Pa).
  - 4. Outside Air Intake: 1 inch (250 Pa).
  - 5. Combustion Air: 1 inch (250 Pa)

**END OF SECTION**

**SECTION 23 33 00**

**AIR DUCT ACCESSORIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 RELATED REQUIREMENTS**

- A. Section 23 31 00 - HVAC Ducts and Casings.
- B. Section 23 36 00 - Air Terminal Units: Pressure regulating damper assemblies.

**1.03 REFERENCE STANDARDS**

- A. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association; 2012.
- B. NFPA 92A - Standard for Smoke-Control Systems Utilizing Barriers and Pressure Differences; 2012.
- C. SMACNA (DCS) - HVAC Duct Construction Standards - Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association; 2005.
- D. UL 33 - Heat Responsive Links for Fire-Protection Service; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.
- E. UL 555 - Standard for Fire Dampers; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.
- F. UL 555S - Standard for Leakage Rated Dampers for Use in Smoke Control Systems; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide for shop fabricated assemblies including volume control dampers. Include electrical characteristics and connection requirements.
- C. Manufacturer's Installation Instructions: Provide instructions for fire dampers.
- D. Project Record Drawings: Record actual locations of access doors and test holes.

**1.05 DELIVERY, STORAGE, AND HANDLING**

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

## **PART 2 PRODUCTS**

### **2.01 AIR TURNING DEVICES/EXTRACTORS**

- A. Manufacturers:
  - 1. Krueger: [www.krueger-hvac.com](http://www.krueger-hvac.com).
  - 2. PCI Industries, Inc; Pottorff Brand: [www.pottorff.com](http://www.pottorff.com).
  - 3. Ruskin Company: [www.ruskin.com](http://www.ruskin.com).
  - 4. Titus: [www.titus-hvac.com](http://www.titus-hvac.com).
  - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Multi-blade device with blades aligned in short dimension; steel construction; with individually adjustable blades, mounting straps.

### **2.02 BACKDRAFT DAMPERS**

- A. Gravity Backdraft Dampers, Size 18 x 18 inches (450 x 450 mm) or Smaller, Furnished with Air Moving Equipment: Air moving equipment manufacturer's standard construction.

### **2.03 COMBINATION FIRE AND SMOKE DAMPERS**

- A. Fabricate in accordance with NFPA 90A, UL 555, UL 555S, and as indicated.
- B. Provide factory sleeve and collar for each damper.
- C. Multiple Blade Dampers: Fabricate with 16 gage (1.5 mm) galvanized steel frame and blades, oil-impregnated bronze or stainless steel sleeve bearings and plated steel axles, stainless steel jamb seals, 1/8 x 1/2 inch (3.2 x 12.7 mm) plated steel concealed linkage, stainless steel closure spring, blade stops, and lock, and 1/2 inch (12.7 mm) actuator shaft.
- D. Operators: UL listed and labelled spring return electric type suitable for 120 volts, single phase, 60 Hz. Provide end switches to indicate damper position. Locate damper operator on interior of duct and link to damper operating shaft.
- E. Electro Thermal Link: Fusible link melting at 165 degrees F (74 degrees C); 120 volts, single phase, 60 Hz; UL listed and labeled.

### **2.04 DUCT ACCESS DOORS**

- A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.
- B. Access doors with sheet metal screw fasteners are not acceptable.

### **2.05 DUCT TEST HOLES**

- A. Temporary Test Holes: Cut or drill in ducts as required. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.

### **2.06 FIRE DAMPERS**

- A. Fabricate in accordance with NFPA 90A and UL 555, and as indicated.
- B. Horizontal Dampers: Galvanized steel, 22 gage (0.76 mm) frame, stainless steel closure spring, and lightweight, heat retardant non-asbestos fabric blanket.
- C. Curtain Type Dampers: Galvanized steel with interlocking blades. Provide stainless steel closure springs and latches for horizontal installations. Configure with blades out of air stream except for 1.0 inch (250 Pa) pressure class ducts up to 12 inches (300 mm) in height.

- D. Fusible Links: UL 33, separate at 160 degrees F (71 degrees C) with adjustable link straps for combination fire/balancing dampers.

## **2.07 FLEXIBLE DUCT CONNECTIONS**

- A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.
- B. Flexible Duct Connections: Fabric crimped into metal edging strip.
  - 1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric to NFPA 90A, minimum density 30 oz per sq yd (1.0 kg/sq m).
    - a. Net Fabric Width: Approximately 2 inches (50 mm) wide.

## **2.08 VOLUME CONTROL DAMPERS**

- A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.
- B. Single Blade Dampers: Fabricate for duct sizes up to 12 x 48 inch (300 x 1220 mm).
- C. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 x 72 inch (200 x 1825 mm). Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.
- D. End Bearings: Except in round ducts 12 inches (300 mm) and smaller, provide end bearings. On multiple blade dampers, provide oil-impregnated nylon or sintered bronze bearings.
- E. Quadrants:
  - 1. Provide locking, indicating quadrant regulators on single and multi-blade dampers.
  - 2. On insulated ducts mount quadrant regulators on stand-off mounting brackets, bases, or adapters.
  - 3. Where rod lengths exceed 30 inches (750 mm) provide regulator at both ends.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

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

### **3.02 INSTALLATION**

- A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA HVAC Duct Construction Standards - Metal and Flexible. Refer to Section 23 31 00 for duct construction and pressure class.
- B. Provide backdraft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated.
- C. Provide duct access doors for inspection and cleaning before and after filters, coils, fans, automatic dampers, at fire dampers, combination fire and smoke dampers, and elsewhere as indicated. Provide for cleaning kitchen exhaust ducts in accordance with NFPA 96. Provide minimum 8 x 8 inch (200 x 200 mm) size for hand access, 18 x 18 inch (450 x 450 mm) size for shoulder access, and as indicated. Provide 4 x 4 inch (100 x 100 mm) for balancing dampers only. Review locations prior to fabrication.
- D. Provide duct test holes where indicated and required for testing and balancing purposes.

- E. Provide fire dampers, combination fire and smoke dampers, and smoke dampers at locations indicated, where ducts and outlets pass through fire rated components, and where required by authorities having jurisdiction. Install with required perimeter mounting angles, sleeves, breakaway duct connections, corrosion resistant springs, bearings, bushings and hinges.
- F. Install smoke dampers and combination smoke and fire dampers in accordance with NFPA 92A.
- G. Demonstrate re-setting of fire dampers to State of Delaware's representative.
- H. At fans and motorized equipment associated with ducts, provide flexible duct connections immediately adjacent to the equipment.
- I. Provide balancing dampers at points on supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum 2 duct widths from duct take-off.
- J. Provide balancing dampers on duct take-off to diffusers, grilles, and registers, regardless of whether dampers are specified as part of the diffuser, grille, or register assembly.
- K. Provide air turning devices within duct whenever long radius elbows are not utilized.

**END OF SECTION**

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## SECTION 23 34 23

### HVAC POWER VENTILATORS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Roof exhausters.

##### 1.02 RELATED REQUIREMENTS

##### 1.03 REFERENCE STANDARDS

- A. AMCA 99 - Standards Handbook; Air Movement and Control Association International, Inc.; 2010.
- B. AMCA 210 - Laboratory Methods of Testing Fans for Aerodynamic Performance Rating; Air Movement and Control Association International, Inc.; 2007 (ANSI/AMCA 210, same as ANSI/ASHRAE 51).
- C. AMCA (DIR) - [Directory of] Products Licensed Under AMCA International Certified Ratings Program; Air Movement and Control Association International, Inc.; <http://www.amca.org/licenses/search.aspx>.
- D. AMCA 300 - Reverberant Room Method for Sound Testing of Fans; Air Movement and Control Association International, Inc.; 2008.
- E. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data; Air Movement and Control Association International, Inc.; 2006.

##### 1.04 SUBMITTALS

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

##### 1.05 QUALITY ASSURANCE

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

##### 1.06 FIELD CONDITIONS

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

#### PART 2 PRODUCTS

##### 2.01 MANUFACTURERS

- A. Greenheck: [www.greenheck.com](http://www.greenheck.com).

B. PennBarry: [www.pennbarry.com](http://www.pennbarry.com).

C. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.02 POWER VENTILATORS - GENERAL**

- A. Performance Ratings: Determined in accordance with AMCA 210 and bearing the AMCA Certified Rating Seal.
- B. Sound Ratings: AMCA 301, tested to AMCA 300, and bearing AMCA Certified Sound Rating Seal.
- C. Fabrication: Conform to AMCA 99.
- D. Electrical Components: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

## **2.03 ROOF EXHAUSTERS (General Purpose)**

- A. Fan Unit: V-belt or direct driven as indicated, with spun aluminum housing; resilient mounted motor; 1/2 inch (13 mm) mesh, 0.62 inch (1.6 mm) thick aluminum wire birdscreen; square base to suit roof curb with continuous curb gaskets.
- B. Roof Curb: 12 inch (300 mm) high self-flashing of galvanized steel with continuously welded seams, built-in cant strips and interior baffle with acoustic insulation, curb bottom.
- C. Disconnect Switch: Factory wired, non-fusible, in housing for thermal overload protected motor and wall mounted solid state speed controller.
- D. Backdraft Damper: Gravity actuated, aluminum multiple blade construction, felt edged with offset hinge pin, nylon bearings, blades linked, and line voltage motor drive, power open, spring return.
- E. Sheaves: Cast iron or steel, dynamically balanced, bored to fit shafts and keyed; variable and adjustable pitch motor sheave selected so required rpm is obtained with sheaves set at mid-position; fan shaft with self-aligning pre-lubricated ball bearings.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Secure roof exhausters with cadmium plated steel lag screws to roof curb.
- C. Extend ducts to roof exhausters into roof curb. Counterflash duct to roof opening.
- D. Provide sheaves required for final air balance.
- E. Install backdraft dampers on inlet to roof and wall exhausters.

**END OF SECTION**

## SECTION 23 37 00

### AIR OUTLETS AND INLETS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Diffusers.
- B. Registers/grilles.
- C. Goosenecks.

##### 1.02 REFERENCE STANDARDS

- A. ASHRAE Std 70 - Method of Testing for Rating the Performance of Air Outlets and Inlets; American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.; 2006.
- B. SMACNA (DCS) - HVAC Duct Construction Standards - Metal and Flexible; Sheet Metal and Air Conditioning Contractors' National Association; 2005.

##### 1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.
- C. Project Record Documents: Record actual locations of air outlets and inlets.

##### 1.04 QUALITY ASSURANCE

- A. Test and rate air outlet and inlet performance in accordance with ASHRAE Std 70.

##### 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.

#### PART 2 PRODUCTS

##### 2.01 MANUFACTURERS

- A. Price Industries: [www.price-hvac.com](http://www.price-hvac.com).
- B. Titus: [www.titus-hvac.com](http://www.titus-hvac.com).
- C. Substitutions: See Section 01 60 00 - Product Requirements.

##### 2.02 RECTANGULAR CEILING DIFFUSERS

- A. Type: Square, stamped, multi-core diffuser to discharge air in 360 degree pattern with sectorizing baffles where indicated.
- B. Frame: Inverted T-bar type. In plaster ceilings, provide plaster frame and ceiling frame.
- C. Fabrication: Steel with baked enamel finish.
- D. Accessories: Radial opposed blade damper and multi-louvered equalizing grid with damper adjustable from diffuser face.

### **2.03 GOOSENECKS**

- A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, of minimum 18 gage (1.20 mm) galvanized steel.
- B. Mount on minimum 12 inch (300 mm) high curb base where size exceeds 9 x 9 inch (230 x 230 mm).

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Check location of outlets and inlets and make necessary adjustments in position to conform with architectural features, symmetry, and lighting arrangement.
- C. Install diffusers to ductwork with air tight connection.
- D. Provide balancing dampers on duct take-off to diffusers, and grilles and registers, despite whether dampers are specified as part of the diffuser, or grille and register assembly.
- E. Paint ductwork visible behind air outlets and inlets matte black.

**END OF SECTION**

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NOT FOR BID**

## SECTION 23 40 00

### HVAC AIR CLEANING DEVICES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Disposable, extended area panel filters.

##### 1.02 REFERENCE STANDARDS

- A. AHRI 850 - Performance Rating of Commercial and Industrial Air Filter Equipment; Air-Conditioning, Heating, and Refrigeration Institute; 2004.
- B. ASHRAE Std 52.1 - Gravimetric and Dust-Spot Procedures for Testing Air Cleaning Devices Used in General Ventilation for Removing Particulate Matter; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.; 1992.
- C. ASHRAE Std 52.2 - Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.; 2007.
- D. UL 900 - Standard for Air Filter Units; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

##### 1.03 PERFORMANCE REQUIREMENTS

- A. Conform to AHRI 850 Section 7.4.
  - 1. Dust Spot Efficiency: Plus or minus 5 percent.

##### 1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on filter media, filter performance data, filter assembly and filter frames, dimensions, motor locations and electrical characteristics and connection requirements.
- C. Shop Drawings: Indicate filter assembly and filter frames, dimensions, motor locations, and electrical characteristics and connection requirements.

##### 1.05 QUALITY ASSURANCE

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

#### PART 2 PRODUCTS

##### 2.01 FILTER MANUFACTURERS

- A. American Filtration Inc: [www.americanfiltration.com](http://www.americanfiltration.com).
- B. AAF International/American Air Filter: [www.aafintl.com](http://www.aafintl.com).
- C. Camfil Farr Company: [www.camfilfarr.com](http://www.camfilfarr.com).
- D. Substitutions: See Section 01 60 00 - Product Requirements.

##### 2.02 DISPOSABLE, EXTENDED AREA PANEL FILTERS

- A. Media: UL 900 Class 1, pleated, lofted, non-woven, reinforced cotton fabric; supported and bonded to welded wire grid by corrugated aluminum separators.
  - 1. Frame: Non-flammable.
  - 2. Nominal thickness: 2 inches (50 mm).

- B. Minimum Efficiency Reporting Value (MERV): 8, when tested in accordance with ASHRAE 52.2.
- C. Rating, per ASHRAE Std 52.1:
  - 1. Dust spot efficiency: 20 percent.
  - 2. Weight arrestance: 85 percent.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install air cleaning devices in accordance with manufacturer's instructions.
- B. Prevent passage of unfiltered air around filters with felt, rubber, or neoprene gaskets.
- C. Do not operate fan system until filters (temporary or permanent) are in place. Replace temporary filters used during construction and testing, with clean set.

**END OF SECTION**

**DRAFT**  
**NOT FOR BID**

## SECTION 23 74 13

### PACKAGED OUTDOOR CENTRAL-STATION AIR-HANDLING UNITS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Packaged roof top unit.
- B. Roof mounting curb and base.

##### 1.02 RELATED REQUIREMENTS

- A. Section 23 40 00 - HVAC Air Cleaning Devices.

##### 1.03 REFERENCE STANDARDS

- A. AHRI 210/240 - Standard for Performance Rating of Unitary Air Conditioning and Air-Source Heat Pump Equipment; Air-Conditioning, Heating, and Refrigeration Institute; 2008.
- B. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilation Systems; National Fire Protection Association; 2012.

##### 1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide capacity and dimensions of manufactured products and assemblies required for this project. Indicate electrical service with electrical characteristics and connection requirements, and duct connections.
- C. Shop Drawings: Indicate capacity and dimensions of manufactured products and assemblies required for this project. Indicate electrical service with electrical characteristics and connection requirements, and duct connections.
- D. Manufacturer's Instructions: Indicate assembly, support details, connection requirements, and include start-up instructions.
- E. Operation and Maintenance Data: Include manufacturer's descriptive literature, operating instructions, installation instructions, maintenance and repair data, and parts listing.
- F. Warranty: Submit manufacturer's warranty and ensure forms have been filled out in State of Delaware's name and registered with manufacturer.
- G. Maintenance Materials: Furnish the following for State of Delaware's use in maintenance of project.
  - 1. Extra Filters: One set for each unit.

##### 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. Protect units from physical damage by storing off site until roof mounting curbs are in place, ready for immediate installation of 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 refrigeration compressors.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Carrier Corporation: [www.carrier.com](http://www.carrier.com)
- B. York International Corporation/Johnson Controls: [www.york.com](http://www.york.com).
- C. Lennox: [www.lennoxcommercial.com](http://www.lennoxcommercial.com).
- D. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 SYSTEM DESCRIPTION**

- A. The single packaged units shall be designed for outdoor installation and factory assembled as a single package in an ISO 9001 certified facility. Units have two compressors with independent refrigeration circuits to provide 2 stages of cooling. Units are designed for installation on a roof curb, concrete slab, or steel frame. Units are self-contained and assembled on full perimeter base rails allowing for 3-way forklift access and overhead rigging.
- B. The single packaged units shall have built-in field-convertible duct connections for down discharge supply/return or horizontal discharge supply/return and be available with factory installed options or field installed accessories. The units shall be factory piped, wired, charged with HFC-410a or HCFC-22 refrigerant and factory tested prior to shipment. All unit wiring shall be both numbered and color coded. Cooling performance shall be rated in accordance with DOE and ARI test procedures. Units shall be CSA certified to ANSI Z21.47 and UL 1995/CAN/CSA No. 236-M90 standards.

### **2.03 EQUIPMENT**

- A. General
  - 1. The units shall be fully factory assembled, pre-tested, single piece heating and cooling unit. Contained within the unit enclosure shall be all factory wiring, piping controls. Sound ratings on Series 10 units shall be published in the technical guide.
- B. Unit Cabinet
  - 1. Unit cabinet shall be constructed of G60 and G90 galvanized steel with exterior surfaces coated with a non-chalking, powder paint finish, certified at 1000 hour salt spray test per ASTM-B117 standards. Indoor blower section shall be insulated with up to 1" thick insulation coated on the airside. Aluminum foil faced insulation shall be fastened to the unit's compartments to prevent insulation from entering the air stream. Cabinet doors shall be hinged with toolless access. Full perimeter base rails shall be provided to assure reliable transit of equipment, overhead rigging, fork truck access and proper sealing on roof curb applications.
  - 2. Units are convertible between side and bottom airflow. Economizers can be applied to both side and bottom discharge applications.
  - 3. Disposable 2" filters shall be furnished and be accessible through hinged access door. Fan performance measuring ports shall be provided on the outside of the cabinet to allow accurate air measurements of evaporator fan performance without removing panels or creating bypass of the coils. Condensate pan shall be slide out design, constructed of a non corrosive material, internally sloped and conforming to ASHRAE 62-89 standards. Condensate connection shall be a minimum of 3/4" I.D. female and be rigid mount connection.
- C. Supply Fan Assembly

1. Fan shall be a belt drive assembly with an adjustable pitch motor pulley. Fan wheel shall be double inlet type with forward curve blades, dynamically balanced to operate smoothly throughout the entire range of operation. Bearings shall be sealed and permanently lubricated. Entire blower assembly and motor shall be slide out design.
- D. Condenser Fan Assembly
  1. The condenser fans shall be a direct drive assembly, discharging air vertically. Fan wheel shall be propeller type, dynamically balanced for smooth operation. Fan motor shall be totally enclosed and internally protected against overload conditions and staged independently. Bearings shall be sealed and permanently lubricated.
- E. Refrigerant Components
  1. Compressors:
    - a. Fully hermetic type, suction gas cooled, direct drive,
    - b. Internally protected with internal high-pressure relief and over temperature protection.
    - c. Voltage range of + or - 10% of the unit nameplate voltage.
    - d. Internal spring isolation and sound muffling
    - e. Externally isolated on a dedicated, independent mounting.
- F. Evaporator and Condenser Coils:
  1. Aluminum plate fins mechanically bonded to seamless internally enhanced copper tubes with brazed joints.
  2. Direct expansion, draw-thru design.
- G. Refrigerant Circuit and Refrigerant Safety Components:
  1. Independent fixed-orifice or thermal expansion devices.
  2. Solid core filter drier/strainer
  3. Accessible service gage connections on both suction and liquid lines
  4. Unit shall have two independent refrigerant circuits, equally split in 50% capacity increments.
  5. Low pressure/loss of charge switch
  6. Suction line freeze stat
  7. Discharge line high pressure switch
  8. Heat Pump models include factory mounted reversing valve and suction line accumulator
- H. Gas Heating Section
  1. Heat exchanger and exhaust system shall be constructed of aluminized steel and shall be designed with induced draft combustion with post purge logic, energy saving direct spark ignition, and redundant main gas valve. The heat exchanger shall be of the tubular type, constructed of T1-40 aluminized steel for corrosion resistance and allowing minimum mixed air entering temperature of 40 °F. Burners shall be of the in-shot type, constructed of aluminum-coated steel. All gas piping shall enter the unit cabinet at a single location, through either the side or bottom, without any field modifications. An integrated control board shall provide timed control of evaporator fan functioning and burner ignition. Unit shall have two independent stages of capacity (60% 1st stage, 100% 2nd stage).
    - a. Safeties
      - 1) Primary and auxiliary high-temperature limit switches.
      - 2) Induced draft motor speed sensor.
      - 3) Flame roll out switch.
      - 4) Flame proving controls.
- I. Unit Operating Characteristics

1. Unit shall be capable of starting and running at 125 °F outdoor temperature, exceeding maximum load criteria of ARI Standard 340/360. The compressor, with standard controls, shall be capable of operation down to 0 °F outdoor temperature. Unit shall be provided with fan time delay to prevent cold air delivery in gas heating mode.
- J. Unit Controls
1. Self-contained low-voltage control circuit protected by a circuit breaker on the 24-volt transformer side.
  2. Lockout circuit to provide reset capability at the space thermostat should any of the following standard safety devices trip and shut off compressor.
  3. Loss of charge/Low pressure switch.
    - a. High-pressure switch.
    - b. Freeze-protection thermostat (evaporator coil).
  4. Auto reset function upon compressor over temperature or over current protection.
  5. Low voltage terminal strip for easy hook-up to a thermostat.
  6. On-board diagnostics and fault code display.
  7. Independent monitoring of each refrigerant safety switch
  8. Retention of last 5 fault codes in non-volatile memory
  9. Anti-short cycle protection
  10. Low voltage protection
  11. Cooling operation down to 0 °F.
  12. Controller shall consist of an LED (light emitting diode) that shall flash a diagnostic code that indicates which safety switch has tripped.

## **2.04 FACTORY INSTALLED OPTIONS**

- A. Single Packaged Controller
1. Factory mounted DDC controller shall be factory programmed with a continuous adaptive loop tuning algorithm that senses changes in the physical environment and continually adjusts loop tuning parameters appropriately.
- B. High static / high airflow blower motor
- C. Powered GFI convenience outlet
- D. Condenser coil guard
- E. Dirty filter switch
- F. HACR rated circuit breaker
- G. Stainless steel gas heat exchanger with stainless steel burners
- H. Supply air smoke detector
- I. Return air smoke detector

## **2.05 PRE-ENGINEERED ACCESSORIES (FIELD INSTALLED)**

- A. Roof curb: 14" high, full perimeter with wood nailer; ships knocked-down
- B. Barometric relief damper: rain hood, air inlet screen, exhaust damper, mounting hardware
- C. Propane conversion kit: new orifices and gas valve components to convert from natural gas
- D. Economizer
- E. Differential sensor (dual) for use with single enthalpy economizer
- F. Motorized Outdoor Air Dampers: Outdoor air dampers are positioned by a 2-position, spring-return damper actuator. The maximum leakage rate for the outdoor air intake dampers

shall not exceed 2% at a differential pressure of ½" w.g. Dampers can be adjusted for the minimum outside air requirement with a unit-mounted potentiometer. Upon energizing the supply fan motor, dampers open to one of two pre-selected positions. Dampers close when the supply fan motor is de-energized or when power is lost. Kit includes all hood panels and hardware for assembly.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that roof is ready to receive work and opening dimensions are as indicated on shop drawings.
- B. Verify that proper power supply is available.

#### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NFPA 90A.
- C. Mount units on factory built roof mounting curb providing watertight enclosure to protect ductwork and utility services. Install roof mounting curb level.

#### **3.03 SYSTEM STARTUP**

- A. Prepare and start equipment. Adjust for proper operation.

#### **3.04 CLOSEOUT ACTIVITIES**

- A. Demonstrate operation to State of Delaware's maintenance personnel.

#### **3.05 MAINTENANCE**

- A. Provide service and maintenance of packaged roof top units for one year year from Date of Substantial Completion.
- B. Provide routine maintenance service with a two month interval as maximum time period between calls.
- C. Include maintenance items as outlined in manufacturer's operating and maintenance data, including minimum of six filter replacements, minimum of one fan belt replacement, and controls check-out, adjustments, and recalibration.
- D. After each service call, submit copy of service call work order or report that includes description of work performed.

**END OF SECTION**

## 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.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS AND EQUIPMENT

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

#### PART 3 EXECUTION

##### 3.01 EXAMINATION

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

##### 3.02 PREPARATION

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

##### 3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

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

- C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- D. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- E. Repair adjacent construction and finishes damaged during demolition and extension work.
- F. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

#### **3.04 CLEANING AND REPAIR**

- A. Clean and repair existing materials and equipment that remain or that are to be reused.
- B. 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.
- C. Luminaires: Remove existing luminaires for cleaning. Use mild detergent to clean all exterior and interior surfaces; rinse with clean water and wipe dry. Replace lamps, ballasts and broken electrical parts.

**END OF SECTION**

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NOT FOR BID**

**SECTION 26 05 19**

**LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Single conductor building wire.
- B. Metal-clad cable.
- C. Wire and cable for 600 volts and less.
- D. Wiring connectors.

**1.02 REFERENCE STANDARDS**

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2001 (Reapproved 2007).
- 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.
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2009).
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- F. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC); National Electrical Contractors Association; 2006.
- G. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; National Electrical Manufacturers Association; 2009 (ANSI/NEMA WC 70/ICEA S-95-658).
- H. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association; 2009.
- I. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- K. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- L. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- M. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- N. UL 1569 - Metal-Clad Cables; Current Edition, Including All Revisions.

**1.03 SUBMITTALS**

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

**1.04 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

**1.05 DELIVERY, STORAGE, AND HANDLING**

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

## **1.06 FIELD CONDITIONS**

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F (-10 degrees C), unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Delaware Engineering and Design Corporation 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. Concealed Dry Interior Locations: Use only building wire in raceway or metal clad cable.
- D. Exposed Dry Interior Locations: Use only building wire in raceway.
- E. Above Accessible Ceilings: Use only building wire in raceway or metal clad cable.
- F. Wet or Damp Interior Locations: Use only building wire in raceway.
- G. Exterior Locations: Use only building wire with Type THWN-2 insulation in raceway.
- H. Use solid conductor for feeders and branch circuits 10 AWG and smaller.
- I. Use stranded conductors for control circuits.
- J. Use conductor not smaller than 12 AWG for power and lighting circuits.
- K. Use conductor not smaller than 14 AWG for control circuits.
- L. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet (25 m).
- M. Use 10 AWG conductors for 20 ampere, 277 volt branch circuits longer than 200 feet (60 m).

### **2.02 ALL CONDUCTORS AND CABLES**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose indicated.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:
  - 1. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
  - 2. Tinned Copper Conductors: Comply with ASTM B33.
- H. Conductor Color Coding:

1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
2. Color Coding Method: Integrally colored insulation.
3. Color Code:
  - a. Equipment Ground, All Systems: Green.

### **2.03 SINGLE CONDUCTOR BUILDING WIRE**

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
  1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
    - b. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation:
  1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
- E. Conductor: Copper.
- F. Insulation Voltage Rating: 600 volts.
- G. Insulation: NFPA 70, Type THHN/THWN.

### **2.04 METAL-CLAD CABLE**

- A. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- B. Conductor Stranding:
  1. Size 10 AWG and Smaller: Solid.
  2. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.
- E. Grounding: Full-size integral equipment grounding conductor.
- F. Armor: Steel, interlocked tape.
- G. Description: NFPA 70, Type MC.
- H. Conductor: Copper.
- I. Insulation Voltage Rating: 600 volts.
- J. Insulation Temperature Rating: 75 degrees C.
- K. Insulation Material: Thermoplastic.
- L. Armor Material: Steel.
- M. Armor Design: Interlocked metal tape.

### **2.05 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.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 PREPARATION**

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

### **3.03 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install conductors and cable in a neat and workmanlike manner in accordance with NECA 1.
- C. Install metal-clad cable (Type MC) in accordance with NECA 120.
- D. Installation in Raceway:
  - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
  - 2. Pull all conductors and cables together into raceway at same time.
  - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
  - 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- 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.
- G. Terminate cables using suitable fittings.
  - 1. Metal-Clad Cable (Type MC):
    - a. Use listed fittings.
    - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
- H. Install conductors with a minimum of 12 inches (300 mm) of slack at each outlet.
- I. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- J. Make wiring connections using specified wiring connectors.
  - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
  - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
  - 3. Do not remove conductor strands to facilitate insertion into connector.
  - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.

- K. 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.
- L. Insulate ends of spare conductors using vinyl insulating electrical tape.
- M. Color Code Legend: Provide identification label identifying color code for ungrounded conductors at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.
- N. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- O. 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.
- P. Install wire and cable securely, in a neat and workmanlike manner, as specified in NECA 1.
- Q. Route wire and cable as required to meet project conditions.
  - 1. Wire and cable routing indicated is approximate unless dimensioned.
  - 2. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.
- R. Use wiring methods indicated.
- S. Pull all conductors into raceway at same time.
- T. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
- U. Protect exposed cable from damage.
- V. Support cables above accessible ceiling, using spring metal clips or metal cable ties to support cables from structure or ceiling suspension system. Do not rest cable on ceiling panels.
- W. Use suitable cable fittings and connectors.
- X. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- Y. Clean conductor surfaces before installing lugs and connectors.
- Z. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- AA. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
- AB. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
- AC. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- AD. Identify and color code wire and cable under provisions of Section 26 05 53. Identify each conductor with its circuit number or other designation indicated.

### **3.04 FIELD QUALITY CONTROL**

- A. Perform inspection, testing, and adjusting in accordance with Section 01 40 00.
- B. Perform field inspection and testing in accordance with Section 01 40 00.
- C. Inspect and test in accordance with NETA STD ATS, except Section 4.

- D. Perform inspections and tests listed in NETA STD 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.
- E. Correct deficiencies and replace damaged or defective conductors and cables.
- F. Perform inspections and tests listed in NETA STD ATS, Section 7.3.2.

**END OF SECTION**

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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.
- E. Provide all components necessary to complete the grounding system(s) consisting of:
  - 1. Existing metal underground water pipe.
  - 2. Metal underground water pipe.
  - 3. Metal frame of the building.
  - 4. Rod electrodes.

##### 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.
- B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.
- C. Section 03 30 00 - Cast-in-Place Concrete.

##### 1.03 REFERENCE STANDARDS

- A. IEEE 81 - Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System, 1983.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- C. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

##### 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Verify exact locations of underground metal water service pipe entrances to building.
  - 2. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.
  - 3. Notify Delaware Engineering and Design Corporation 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. Test Reports: Indicate overall resistance to ground and resistance of each electrode.

## **1.07 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

## **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 Delaware Engineering and Design Corporation. 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 according to IEEE 81 using "point-to-point" methods.
- E. Grounding Electrode System:
  - 1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
    - a. Provide continuous grounding electrode conductors without splice or joint.
    - b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
  - 2. Metal Building or Structure Frame:
    - a. Provide connection to metal building or structure frame effectively grounded in accordance with NFPA 70 at nearest accessible location.
  - 3. Ground Ring:
    - a. Provide a ground ring encircling the building or structure consisting of bare copper conductor not less than 2 AWG in direct contact with earth, installed at a depth of not less than 30 inches (750 mm).
    - b. Where location is not indicated, locate ground ring conductor at least 24 inches (600 mm) outside building perimeter foundation.
  - 4. Provide additional ground electrode(s) as required to achieve specified grounding electrode system resistance.

### **2.02 GROUNDING AND BONDING COMPONENTS**

- A. General Requirements:
  - 1. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.
  - 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 19:
  - 1. Use insulated copper conductors unless otherwise indicated.
    - a. Exceptions:

- 1) Use bare copper conductors where installed underground in direct contact with earth.
  - 2) Use bare copper conductors where directly encased in concrete (not in raceway).
- C. Connectors for Grounding and Bonding:
1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
  2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
  3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

## 2.03 MANUFACTURERS

- A. Cooper Power Systems, a division of Cooper Industries: [www.cooperindustries.com](http://www.cooperindustries.com).
- B. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.04 ELECTRODES

- A. Manufacturers:
1. Cooper Power Systems, a division of Cooper Industries: [www.cooperindustries.com](http://www.cooperindustries.com).
  2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Rod Electrodes: Copper-clad steel.
1. Diameter: 3/4 inch (19 mm).
  2. Length: 10 feet (3000 mm).
  3. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.05 CONNECTORS AND ACCESSORIES

- A. Mechanical Connectors: Bronze.

## PART 3 EXECUTION

### 3.01 EXAMINATION

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

### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install grounding and bonding system components in a neat and workmanlike manner in accordance with NECA 1.
- C. Make grounding and bonding connections using specified connectors.
  1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
  2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.

3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
  4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- D. Identify grounding and bonding system components in accordance with Section 26 05 53.
- E. Install ground electrodes at locations indicated. Install additional rod electrodes as required to achieve specified resistance to ground.
- F. Provide grounding electrode conductor and connect to reinforcing steel in foundation footing where indicated. Bond steel together.
- G. Provide bonding to meet requirements described in Quality Assurance.
- H. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

**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 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2009.
- 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; 2007.
- D. MFMA-4 - Metal Framing Standards Publication; Metal Framing Manufacturers Association; 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- F. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

##### 1.03 SUBMITTALS

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

##### 1.04 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with applicable building code.

#### 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 by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated, 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 \_\_\_\_\_. 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. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
    - a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.

- b. 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.
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
- 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.
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
- F. Anchors and Fasteners:
  - 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.

## **2.02 MANUFACTURERS**

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

## **2.03 MATERIALS**

- A. Hangers, Supports, Anchors, and Fasteners - General: Corrosion-resistant materials of size and type adequate to carry the loads of equipment and conduit, including weight of wire in conduit.
- B. Supports: Fabricated of structural steel or formed steel members; galvanized.

C. Anchors and Fasteners:

1. Refer to the attached table:

	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

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- D. Formed Steel Channel:
  - 1. Product: Steel "U" shaped with in-turned clamping ridges manufactured by Unitstrut, Power Wtrut, B-Line Strut or Kindorf.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

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

#### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install support and attachment components in a neat and workmanlike manner in accordance with NECA 1.
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Delaware Engineering and Design Corporation, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Delaware Engineering and Design Corporation, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. Equipment Support and Attachment:
  - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
  - 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  - 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Secure fasteners according to manufacturer's recommended torque settings.
- I. Remove temporary supports.

#### **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.
- I. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

**END OF SECTION**

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**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. Intermediate metal conduit (IMC).
- D. PVC-coated galvanized steel rigid metal conduit (RMC).
- E. Flexible metal conduit (FMC).
- F. Liquidtight flexible metal conduit (LFMC).
- G. Electrical metallic tubing (EMT).
- H. Rigid polyvinyl chloride (PVC) conduit.
- I. Conduit fittings.
- J. Conduit, fittings and conduit bodies.

**1.02 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. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit (EIMC); 2005.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- F. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); National Electrical Contractors Association; 2006.
- G. NECA 102 - Standard for Installing Aluminum Rigid Metal Conduit; National Electrical Contractors Association; 2004.
- H. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC); National Electrical Contractors Association; 2003.
- I. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association; 2012 (ANSI/NEMA FB 1).
- J. NEMA RN 1 - Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit; National Electrical Manufacturers Association; 2005.
- K. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit; National Electrical Manufacturers Association; 2003.
- L. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing; National Electrical Manufacturers Association; 2004.
- M. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

- N. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.
- O. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- P. UL 6A - Electrical Rigid Metal Conduit-Aluminum, Red Brass, and Stainless Steel; Current Edition, Including All Revisions.
- Q. UL 360 - Liquid-Tight Flexible Steel Conduit; Current Edition, Including All Revisions.
- R. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- S. UL 651 - Schedule 40 and 80 Rigid PVC Conduit and Fittings; Current Edition, Including All Revisions.
- T. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- U. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.

### 1.03 SUBMITTALS

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

### 1.04 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and shown.

### 1.05 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. Underground:
  - 1. Under Slab on Grade: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), PVC-coated galvanized steel rigid metal conduit, or rigid PVC conduit.
  - 2. Where rigid polyvinyl (PVC) conduit is provided, transition to galvanized steel rigid metal conduit where emerging from underground.
  - 3. Where rigid polyvinyl (PVC) conduit larger than 2 inch (53 mm) trade size is provided, use galvanized steel rigid metal conduit elbows for bends.

4. Where steel conduit is installed in direct contact with earth where soil has a resistivity of less than 2000 ohm-centimeters or is characterized as severely corrosive based on soils report or local experience, use corrosion protection tape to provide supplementary corrosion protection or use PVC-coated galvanized steel rigid metal conduit.
- D. Embedded Within Concrete:
  1. Within Slab on Grade: Not permitted.
  2. Within Slab Above Ground: Not permitted.
  3. Within Concrete Walls Above Ground: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), PVC-coated galvanized steel rigid metal conduit, or rigid PVC conduit.
  4. Where rigid polyvinyl (PVC) conduit is provided, transition to galvanized steel rigid metal conduit where emerging from concrete.
- E. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- F. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- G. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit or intermediate metal conduit (IMC).
  1. Locations subject to physical damage include, but are not limited to:
    - a. Where exposed below 8 feet (2.4 m), except within electrical and communication rooms or closets.
    - b. Where exposed below 20 feet (6.1 m) in warehouse areas.
- H. Exposed, Exterior: Use aluminum rigid metal conduit.

## 2.02 CONDUIT REQUIREMENTS

- A. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- B. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.
- C. 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. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- B. Fittings:
  1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  2. Material: Use steel or malleable iron.
  3. 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. Description: NFPA 70, Type RMC aluminum rigid metal conduit complying with ANSI C80.5 and listed and labeled as complying with UL 6A.
- B. Fittings:
  1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

2. Material: Use aluminum.
3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

## **2.05 INTERMEDIATE METAL CONDUIT (IMC)**

- A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- B. Fittings:
  1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  2. Material: Use steel or malleable iron.
  3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.
- C. Conduit Size: Comply with NFPA 70.
  1. Minimum Size: 3/4 inch 1/2 inch (13 mm) unless otherwise specified.
- D. Outdoor Locations Above Grade: Use rigid steel conduit.
- E. In Slab Above Grade:
  1. Use rigid steel conduit.
  2. Maximum Size Conduit in Slab: 3/4 inch (19 mm); 1/2 inch (13 mm) for conduits crossing each other.
- F. Wet and Damp Locations: Use rigid steel conduit.
- G. Dry Locations:
  1. Concealed: Use electrical metallic tubing, where permitted by the NEC.
  2. Exposed: Use electrical metallic tubing, where permitted by the NEC.

## **2.06 METAL CONDUIT**

- A. Manufacturers:
  1. Allied Tube & Conduit: [www.alliedtube.com](http://www.alliedtube.com).
  2. Wheatland Tube Company: [www.wheatland.com](http://www.wheatland.com).
  3. Triangle
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Rigid Steel Conduit: ANSI C80.1.
- C. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

## **2.07 PVC-COATED GALVANIZED STEEL RIGID METAL CONDUIT (RMC)**

- A. 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.
- B. Exterior Coating: Polyvinyl chloride (PVC), nominal thickness of 40 mil (1.02 mm).
- C. 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 (1.02 mm).
- D. PVC-Coated Supports: Furnish with exterior coating of polyvinyl chloride (PVC), minimum thickness of 15 mil (0.38 mm).

## **2.08 FLEXIBLE METAL CONDUIT (FMC)**

- A. 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.
- B. Fittings:
  - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
- C. Description: Interlocked steel construction.
- D. Fittings: NEMA FB 1.

## **2.09 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)**

- A. Manufacturers:
  - 1. AFC Cable Systems, Inc: [www.afcweb.com](http://www.afcweb.com).
  - 2. Electri-Flex Company: [www.electriflex.com](http://www.electriflex.com).
  - 3. International Metal Hose: [www.metalhose.com](http://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. Description: Fittings complying with NEMA FB 1 and ~~listed and~~ labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
- D. Description: Interlocked steel construction with PVC jacket.
- E. Fittings: NEMA FB 1.

## **2.10 ELECTRICAL METALLIC TUBING (EMT)**

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedeg.com](http://www.alliedeg.com).
  - 2. Wheatland Tube Company: [www.wheatland.com](http://www.wheatland.com).
  - 3. Triangle
- 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. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
  - 3. Connectors and Couplings: Use compression (gland) or set-screw type.
    - a. Do not use indenter 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.

## **2.11 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT**

- A. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.

B. Fittings:

1. Manufacturer: Same as manufacturer of conduit to be connected.
2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in a neat and workmanlike manner in accordance with NECA 1.
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install aluminum rigid metal conduit (RMC) in accordance with NECA 102.
- E. Install intermediate metal conduit (IMC) in accordance with NECA 101.
- F. Install PVC-coated galvanized steel rigid metal conduit (RMC) using only tools approved by the manufacturer.
- G. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.
- H. Conduit Routing:
  1. Unless dimensioned, conduit routing indicated is diagrammatic.
  2. When conduit destination is indicated and routing is not shown, determine exact routing required.
  3. Conceal all conduits unless specifically indicated to be exposed.
  4. Unless otherwise approved, do not route conduits exposed:
    - a. Across floors.
  5. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
  6. Maintain minimum clearance of 6 inches (150 mm) between conduits and piping for other systems.
- I. 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.
- J. Connections and Terminations:
  1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
  2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
  3. Use suitable adapters where required to transition from one type of conduit to another.

4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
  5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
  6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
  7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
- K. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
  2. Make penetrations perpendicular to surfaces unless otherwise indicated.
  3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
  4. Conceal bends for conduit risers emerging above ground.
  5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
  6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
  7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
  8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- L. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
  2. Where conduits are subject to earth movement by settlement or frost.
- M. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
1. Where conduits pass from outdoors into conditioned interior spaces.
  2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- N. Provide grounding and bonding in accordance with Section 26 05 26.

### **3.03 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. 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. Install conduit securely, in a neat and workmanlike manner, as specified in NECA 1.
- C. Install steel conduit as specified in NECA 101.
- D. Arrange supports to prevent misalignment during wiring installation.
- E. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- F. Group related conduits; support using conduit rack. Construct rack using steel channel.
- G. Fasten conduit supports to building structure and surfaces under provisions of Section 26 05 29.
- H. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
- I. Do not attach conduit to ceiling support wires.
- J. Arrange conduit to maintain headroom and present neat appearance.
- K. Route conduit parallel and perpendicular to walls.
- L. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
- M. Route conduit in and under slab from point-to-point.
- N. Maintain adequate clearance between conduit and piping.
- O. Maintain 12 inch (300 mm) clearance between conduit and surfaces with temperatures exceeding 104 degrees F (40 degrees C).
- P. Cut conduit square using saw or pipecutter; de-burr cut ends.
- Q. Bring conduit to shoulder of fittings; fasten securely.
- R. Use conduit hubs to fasten conduit to sheet metal boxes in damp and wet locations.
- S. Install no more than equivalent of three 90 degree bends between boxes. 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 (50 mm) size.
- T. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- U. Provide suitable fittings to accommodate expansion and deflection where conduit crosses seismic.
- V. Provide suitable pull string in each empty conduit except sleeves and nipples.
- W. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- X. Ground and bond conduit under provisions of Section 26 05 26.
- Y. Identify conduit under provisions of Section 26 05 53.

### 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

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separate roofing penetration is required, coordinate location and installation method with roofing installation specified in Section 01700.

**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 (1,650 cu cm), including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches (1,650 cu cm).
- 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.

##### 1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; National Electrical Contractors Association; 2010.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association; 2012 (ANSI/NEMA FB 1).
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; National Electrical Manufacturers Association; 2008 (Revised 2010) (ANSI/NEMA OS 1).
- E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association; 2008.
- F. NFPA 70 - National Electrical Code; National Fire Protection Association; 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.
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 Delaware Engineering and Design Corporation 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.

## **1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

## **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.
- B. Products: Provide products listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

## **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 by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.
  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 (1,650 cu cm), Including Those Used as Junction and Pull Boxes:
  1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
  2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
  3. Use suitable concrete type boxes where flush-mounted in concrete.
  4. Use suitable masonry type boxes where flush-mounted in masonry walls.
  5. Use raised covers suitable for the type of wall construction and device configuration where required.
  6. Use shallow boxes where required by the type of wall construction.
  7. Do not use "through-wall" boxes designed for access from both sides of wall.
  8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.

9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
  10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
  11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes.
  12. Wall Plates: Comply with Section 26 27 26.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
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:
  3. Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
    - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

## 2.02 MANUFACTURERS

- A. Appleton Electric: [www.appletonelec.com](http://www.appletonelec.com).
- B. Hoffman
- C. Steel City
- D. Crouse-Hinds
- E. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.03 OUTLET BOXES

- A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
  1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch (13 mm) male fixture studs where required.
- B. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs.
- C. Wall Plates for Finished Areas: As specified in Section 26 27 26.

## 2.04 PULL AND JUNCTION BOXES

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

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

- D. 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.
- E. Install boxes plumb and level.
- F. 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 (6 mm) 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 (3 mm) at the edge of the box.
- G. Install boxes as required to preserve insulation integrity.
- H. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- I. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- J. Close unused box openings.
- K. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- L. Provide grounding and bonding in accordance with Section 26 05 26.
- M. Install boxes securely, in a neat and workmanlike manner, as specified in NECA 1.
- N. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.
- O. Set wall mounted boxes at elevations to accommodate mounting heights indicated.
- P. Electrical boxes are shown on Drawings in approximate locations unless dimensioned.
1. Adjust box locations up to 10 feet (3 m) if required to accommodate intended purpose.
- Q. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26.
- R. Maintain headroom and present neat mechanical appearance.
- S. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- T. Install boxes to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- U. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
- V. Use flush mounting outlet box in finished areas.
- W. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.

- X. Do not install flush mounting box back-to-back in walls; provide minimum 6 inches (150 mm) separation. Provide minimum 24 inches (600 mm) separation in acoustic rated walls.
- Y. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- Z. Do not fasten boxes to ceiling support wires.
- AA. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches (305 mm) of box.
- AB. Use gang box where more than one device is mounted together. Do not use sectional box.
- AC. Use cast outlet box in exterior locations exposed to the weather and wet locations.
- AD. Use cast floor boxes for installations in slab on grade; formed steel boxes are acceptable for other installations.

### **3.02 ADJUSTING**

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

### **3.03 CLEANING**

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

### **3.04 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**

## 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 REFERENCE STANDARDS

- A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs; 2007.
- B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels; 2007.
- C. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

##### 1.03 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.

##### 1.04 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.

##### 1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

##### 1.06 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.

- B. Identification for Conductors and Cables:
  - 1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.
  - 2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.
- C. Identification for Boxes:
  - 1. Use voltage markers to identify highest voltage present.

## 2.02 MANUFACTURERS

- A. Brady Corporation: [www.bradycorp.com](http://www.bradycorp.com).
- B. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.03 LARGE DEVICE IDENTIFICATION

- A. Identify all disconnect switches, pull boxes, junction boxes (larger than 4" X 4") in unfinished areas with Brady voltage markers, catalog #B-498, series #44xxx (xxx indicates last 3 numbers of model number which vary based on voltage, size, etc. Contractor shall coordinate this information prior to ordering). Sizes for each label shall be as large as possible, style "A", "B" or "C" as the device permits.
- B. Identify all disconnect switches, pull boxes, junction boxes (larger than 4" X 4") finished with black engraved lamicoid self-adhesive labels, 1" X 4". The label shall state the power feed, circuit or section number, and the equipment identification number that the large device serves.

## 2.04 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
  - 1. Materials:
  - 2. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch (25 mm) high; Four, located at corners for larger sizes.
- B. Identification Labels:
  - 1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
  - 2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Nameplates: Engraved three-layer laminated plastic, black letters on white background, 2" by 6" in size
- D. Locations:
  - 1. Each electrical distribution and control equipment enclosure.
  - 2. Disconnect Switches
  - 3. Panelboards.
- E. Letter Size:
  - 1. Use 1/8 inch (3 mm) letters for identifying individual equipment and loads.
- F. Labels: Embossed adhesive tape, with 3/16 inch (5 mm) white letters on black background. Use only for identification of individual wall switches and receptacles, and control device stations.

## 2.05 WIRE AND CABLE MARKERS

- A. Manufacturers:
  - 1. Brady, Bradysleeve, Catalog #B-320 PVC.
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.

- B. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- C. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- D. Legend: Power source and circuit number or other designation indicated.
- E. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- F. Minimum Text Height: 1/8 inch (3 mm).
- G. Color: Black text on white background unless otherwise indicated.
- H. Description: Vinyl cloth type self-adhesive wire markers.
- I. Locations: Each conductor at pull boxes, junction boxes, and Termination or connection points including each load connection.
- J. Legend:
  - 1. Power and Lighting Circuits: Branch circuit or feeder number indicated on drawings.

## **2.06 VOLTAGE MARKERS**

- A. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.
- B. Minimum Size:
  - 1. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches (29 by 110 mm).
  - 2. Markers for Junction Boxes: 1/2 by 2 1/4 inches (13 by 57 mm).
- C. Legend:
  - 1. Markers for Voltage Identification: Highest voltage present.
- D. Color: Black text on orange background unless otherwise indicated.
- E. Location: Furnish markers for each conduit longer than 6 feet (2 m).
- F. Spacing: 20 feet (6 m) on center.

## **2.07 WARNING SIGNS AND LABELS**

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Signs:
  - 1. Materials:
  - 2. Minimum Size: 7 by 10 inches (178 by 254 mm) unless otherwise indicated.
- 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.
  - 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
  - 3. Minimum Size: 2 by 4 inches (51 mm by 102 mm) unless otherwise indicated.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

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

### **3.02 INSTALLATION**

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

### **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**

## **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 34 - Conduit.
- B. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables (600 V and Less).
- C. Section 26 05 37 - Boxes.

##### **1.03 REFERENCE STANDARDS**

- A. NEMA WD 1 - General Color Requirements for Wiring Devices; National Electrical Manufacturers Association; 1999 (R 2005).
- B. NEMA WD 6 - Wiring Devices - Dimensional Requirements; National Electrical Manufacturers Association; 2002 (R2008).
- C. NFPA 70 - National Electrical Code; National Fire Protection Association; 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 and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

#### **PART 2 PRODUCTS**

##### **2.01 MATERIALS**

- A. Cords and Caps: NEMA WD 6; match receptacle configuration at outlet provided for equipment.
  - 1. Colors: Conform to NEMA WD 1.
  - 2. Cord Construction: NFPA 70, Type SO, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.

3. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.
- B. Wiring Devices: As specified in Section 26 27 26.
- C. Flexible Conduit: As specified in Section 26 05 34.
- D. Wire and Cable: As specified in Section 26 05 19.
- E. Boxes: As specified in Section 26 05 37.

## **2.02 EQUIPMENT CONNECTIONS**

- A. Rooftop Air Handling Units

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 ELECTRICAL CONNECTIONS**

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

**END OF SECTION**

## SECTION 26 28 13

### FUSES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Fuses.

##### 1.02 REFERENCE STANDARDS

- A. NEMA FU 1 - Low Voltage Cartridge Fuses; National Electrical Manufacturers Association; 2002 (R2007).
- B. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. UL 248-1 - Low-Voltage Fuses - Part 1: General Requirements; Current Edition, Including All Revisions.

##### 1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate fuse requirements according to manufacturer's recommendations and nameplate data for actual equipment to be installed.
  - 2. Notify Delaware Engineering and Design Corporation of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

##### 1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Maintenance Materials: Furnish the following for State of Delaware's use in maintenance of project.
  - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
  - 2. Fuse Pullers: One set(s) compatible with each type and size installed.

##### 1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

#### PART 2 PRODUCTS

##### 2.01 MANUFACTURERS

- A. Cooper Bussmann, a division of Cooper Industries: [www.cooperindustries.com](http://www.cooperindustries.com).
- B. Mersen (formerly Ferraz Shawmut): [ferrazshawmut.mersen.com](http://ferrazshawmut.mersen.com).
- C. Substitutions: See Section 01 60 00 - Product Requirements.

##### 2.02 FUSES

- A. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose indicated.
- B. Unless specifically indicated to be excluded, provide fuses for all fusible equipment as required for a complete operating system.

- C. Provide fuses of the same type, rating, and manufacturer within the same switch.
- D. Comply with UL 248-1.
- E. Unless otherwise indicated, provide cartridge type fuses complying with NEMA FU 1, Class and ratings as indicated.
- F. Voltage Rating: Suitable for circuit voltage.
- G. Power Load Feeder Switches: Class RK1 (time delay).
- H. Motor Load Feeder Switches: Class RK1 (time delay).

### **2.03 CLASS RK1 (TIME DELAY) FUSES**

- A. Manufacturers:
  - 1. Bussman, Ferraz-Shawmut.
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 INSTALLATION**

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

**END OF SECTION**

## SECTION 26 28 17

### ENCLOSED CIRCUIT BREAKERS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Enclosed circuit breakers.

##### 1.02 RELATED REQUIREMENTS

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

##### 1.03 REFERENCE STANDARDS

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; Federal Specification; Revision D, 2006.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2008.
- D. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association; 2009.
- E. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- G. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- H. 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 Delaware Engineering and Design Corporation 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.

##### 1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain one copy of each document on site.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

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

#### **1.08 FIELD CONDITIONS**

- A. Maintain ambient temperature between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C) during and after installation of enclosed circuit breakers.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Eaton Corporation; Cutler-Hammer Products: [www.eaton.com](http://www.eaton.com).
- B. General Electric Company: [www.geindustrial.com](http://www.geindustrial.com).
- C. Schneider Electric; Square D Products: [www.schneider-electric.us](http://www.schneider-electric.us).
- D. Siemens: [www.siemens.com](http://www.siemens.com).
- E. Substitutions: See Section 01 60 00 - Product Requirements.

#### **2.02 ENCLOSED CIRCUIT BREAKERS**

- A. Description: Units consisting of molded case circuit breakers individually mounted in enclosures.
- B. Provide products listed and labeled by Underwriters Laboratories Inc. as suitable for the purpose indicated.
- C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
  - 1. Altitude: Less than 6,600 feet (2,000 m).
  - 2. Ambient Temperature: Between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C).
- D. Short Circuit Current Rating:
- E. Conductor Terminations: Suitable for use with the conductors to be installed.
- F. Provide solidly bonded equipment ground bus in each enclosed circuit breaker, with a suitable lug for terminating each equipment grounding conductor.
- G. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
  - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
- H. Provide externally operable handle with means for locking in the OFF position.

## **2.03 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, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
- B. Interrupting Capacity:
  - 1. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
  - 2. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
- C. Conductor Terminations:
  - 1. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
- D. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
- E. Molded Case Circuit Breakers: UL listed for the following service conditions:

## **2.04 TRIP UNITS**

- A. Field-Adjustable Trip Circuit Breakers: Provide circuit breakers with frame sizes 600 amperes and larger with mechanism for adjusting long time continuous current, short time pickup current setting for automatic operation.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install enclosed circuit breakers where indicated, in accordance with manufacturer's instructions.
- B. Install enclosed circuit breakers securely, in a neat and workmanlike manner in accordance with NECA 1.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required supports in accordance with Section 26 05 29.
- E. Install enclosed 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 (2000 mm) above the floor or working platform.
- G. Provide grounding and bonding in accordance with Section 26 05 26.
- H. Provide identification nameplates for each enclosed circuit breaker in accordance with Section 26 05 53.
- I. Provide arc flash warning labels in accordance with NFPA 70.

### **3.02 FIELD QUALITY CONTROL**

- A. Perform inspection, testing, and adjusting in accordance with Section 01 40 00.
- B. Inspect and test in accordance with manufacturer's instructions and NETA STD ATS, except Section 4.
- C. Perform inspections and tests listed in NETA STD ATS, Section 7.6.1.1 for circuit breakers used for service entrance and for circuit breakers larger than 400 amperes. Tests listed as optional are not required.

- D. Correct deficiencies and replace damaged or defective enclosed circuit breakers.
- E. Perform field inspection and testing in accordance with Section 01 40 00.
- F. Inspect and test each circuit breaker.
- G. Inspect each circuit breaker visually.
- H. Perform several mechanical ON-OFF operations on each circuit breaker.
- I. Verify circuit continuity on each pole in closed position.
- J. Determine that circuit breaker will trip on overcurrent condition, with tripping time to NEMA AB 1 requirements.
- K. Include description of testing and results in test report.

### **3.03 ADJUSTING**

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

### **3.04 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**

## **SECTION 26 28 18**

### **ENCLOSED SWITCHES**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

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

##### **1.02 RELATED REQUIREMENTS**

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

##### **1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association; 2010.
- B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2008.
- C. NEMA FU 1 - Low Voltage Cartridge Fuses; National Electrical Manufacturers Association; 2002 (R2007).
- D. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum); National Electrical Manufacturers Association; 2001 (R2006).
- E. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association; 2009.
- F. NFPA 70 - National Electrical Code; National Fire Protection Association; 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 98 - Enclosed and Dead-Front Switches; Current Edition, Including All Revisions.

##### **1.04 ADMINISTRATIVE REQUIREMENTS**

##### **1.05 SUBMITTALS**

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

- D. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.
- E. Project Record Documents: Record actual locations of enclosed switches.
- F. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.

## **1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

## **1.07 DELIVERY, STORAGE, AND HANDLING**

## **1.08 FIELD CONDITIONS**

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Eaton Corporation; Cutler-Hammer Products: [www.eaton.com](http://www.eaton.com).
- B. General Electric Company: [www.geindustrial.com](http://www.geindustrial.com).
- C. Schneider Electric; Square D Products: [www.schneider-electric.us](http://www.schneider-electric.us).
- D. Siemens: [www.sea.siemens.com](http://www.sea.siemens.com).
- E. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 ENCLOSED SAFETY SWITCHES**

### **2.03 COMPONENTS**

- A. Fusible Switch Assemblies: NEMA KS 1, Type HD enclosed load interrupter knife switch.
  - 1. Externally operable handle interlocked to prevent opening front cover with switch in ON position.
  - 2. Handle lockable in OFF position.
  - 3. Fuse clips: Designed to accommodate NEMA FU1, Class R fuses. Provide rejection clips to reject all other than Class R fuses.
  - 4. Fuse extenders where indicated on contract drawings.
- B. Nonfusible Switch Assemblies: NEMA KS 1, Type HD enclosed load interrupter knife switch.
  - 1. Externally operable handle interlocked to prevent opening front cover with switch in ON position.
  - 2. Handle lockable in OFF position.
  - 3. Electrical interlocks, break before switch opens and close after switch closes, where indicated on contract drawings.
- C. Enclosures: NEMA KS 1.
  - 1. Interior Dry Locations: Type 1.
  - 2. Exterior Locations: Type 3R.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

### **3.02 INSTALLATION**

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

- B. Install enclosed switches securely, in a neat and workmanlike manner in accordance with NECA 1.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required supports in accordance with Section 26 05 29.
- E. Install enclosed switches plumb.
- F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed switches such that the highest position of the operating handle does not exceed 79 inches (2000 mm) above the floor or working platform.
- G. Provide grounding and bonding in accordance with Section 26 05 26.
- H. Provide identification nameplate for each enclosed switch in accordance with Section 26 05 53.
- I. Provide arc flash warning labels in accordance with NFPA 70.
- J. Install fuses in fusible disconnect switches.
- K. Apply adhesive tag on inside door of each fused switch indicating NEMA fuse class and size installed.

### **3.03 FIELD QUALITY CONTROL**

- A. Perform field inspection in accordance with Section 01 40 00.
- B. Inspect and test in accordance with NETA STD ATS, except Section 4.
- C. Perform inspections and tests listed in NETA STD ATS, Section 7.5.1.1.
- D. Correct deficiencies and replace damaged or defective enclosed safety switches or associated components.

### **3.04 ADJUSTING**

### **3.05 CLEANING**

**END OF SECTION**