

**SPECIFICATIONS MANUAL  
FOR  
RED CLAY CONSOLIDATED SCHOOL DISTRICT  
A.I. DUPONT HIGH SCHOOL  
CLOCK AND SPEAKER REPLACEMENT**

**May 29, 2014**

**ARCHITECT AND ENGINEER: STUDIOJAED  
2500 WRANGLE HILL ROAD  
SUITE 110  
BEAR, DELAWARE 19701**

**T: (302)-832-1652**

**F: (302)-832-1423**

NOT FOR BIDDING PURPOSES

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**INVITATION TO BID**  
**RED CLAY CONSOLIDATED SCHOOL DISTRICT**  
**A.I. du Pont High School**  
**Clock and Speaker Replacement**

Bids will be received by the Red Clay Consolidated School District, Facilities Department, 1798 Limestone Road, Wilmington, DE 19804 for Bid No.14013 "A.I. du Pont High School Clock and Speaker Replacement" on Thursday, July 11, 2014, 2:00 PM local time.

There will be a **non-mandatory** pre-bid meeting for contractors wishing to bid this project on Friday, June 20, 2014, 3:00 PM local time at AI du Pont High School, 50 Hillside Road, Wilmington, DE 19807. Bidding documents will be available on Thursday, June 19, 2014 and thereafter from Reproduction Center, Inc., 298 Churchmans Road, New Castle, DE 19720, telephone (302) 328-5019.

For further information, please contact David Spangler, StudioJAED Architects & Engineers, 2500 Wrangle Hill Road, Fox Run Office Plaza, Suite 110, Bear, DE 19701, telephone: (302) 832-1652, facsimile: (302) 832-1423, e-mail: spanglerd@studiojaed.com.

The scope of the proposal includes, but is not limited to, replacement of the clock system and partial replacement of the PA speaker system in the existing school.

Proposals will be publicly opened and read at the Red Clay Consolidated School District, Facilities Department, 1798 Limestone Road, Wilmington, DE 19804, telephone (302) 892-3284 on the date and time indicated above. Time and place for opening of bids may be extended from that described above on not less than two calendar days notice by certified delivery, facsimile machine, or other verifiable electronic means to those bidders who obtained copies of the bidding documents.

Proposals may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receipt of bids.

The Red Clay Consolidated School District reserves the right to waive irregularities and to reject any and all bids.

Marcin Michalski  
Supervisor of Facilities and Maintenance  
Red Clay Consolidated School District  
Facilities Department  
1798 Limestone Road  
Wilmington, DE 19804

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**INSTRUCTIONS TO BIDDERS**

**TABLE OF ARTICLES**

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**ARTICLE 1: GENERAL**

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

1.3 AGENCY: Red Clay Consolidated School District.

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

4.5.4 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 Prior to receiving an award, the successful Bidder shall furnish to the Agency proof of State of Delaware Business Licensure. If the Bidder does not currently have a Business License, they may obtain an application by writing to: Division of Revenue, Carvel State Office Building, 820 French Street, Wilmington, DE 19899. A copy of the letter written to the Division of Revenue, sent with your Bid will be adequate proof for your firm to be considered for award until such time as you receive your license.
- 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 (Not Used)**

**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**

NOT FOR BIDDING PURPOSES

**GENERAL REQUIREMENTS**

**TABLE OF ARTICLES**

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NOT FOR BIDDING PURPOSES

**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 shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order.

**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**

(NOT ADDENDED)

**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 State Tax Department within ten (10) days after award of the Contract, a statement of the total values of each contract and Subcontract, together with the names and addresses of the contracting parties .... "
- 3.12 **PREFERENCE FOR DELAWARE LABOR**
- 3.12.1 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 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 (5) 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 twelve months 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 three (3) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of 3 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 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 point five 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 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: 1) failure to supply the adequate labor supply ratio for the project; 2) inadequate financial resources; or, 3) 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: 1) failure to supply the adequate labor supply ratio for the project; 2) inadequate financial resources; or, 3) 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., 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 hold permanently, 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 will 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 "Article 6516, Chapter 65, Title 29 of the Delaware Code stipulates annualized interest 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.
- 9.4 FINAL PAYMENT
- 9.4.1 Final payment, including the five percent (5%) retainage, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):
- 9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,
- 9.4.1.2 An acceptable RELEASE OF LIENS,
- 9.4.1.3 Copies of all applicable warranties,
- 9.4.1.4 As-built drawings,
- 9.4.1.5 Operations and Maintenance Manuals,
- 9.4.1.6 Instruction Manuals,
- 9.4.1.7 Consent of Surety to final payment.
- 9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

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

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and

ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

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

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

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

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

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

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

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

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

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

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

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

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

11.7.5.2 Minimum Limit for all employees working at one site.

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

11.7.7 Social Security Liability

11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United

States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.

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

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

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

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of 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 one year 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 one year, 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



**Unit Prices (Refer to Section 01 22 00 Unit Prices for Schedule of Unit Prices)**

	Labor	Material
A. Price: Each Item: Master Clock/Transceiver/Transmitter; Section 27 53 15	_____	_____
B. Price: Each Item: 16" Analog Clock; Section 27 53 15	_____	_____
C. Price: Each Item: 16" Clock Wire Guard; Section 27 53 15	_____	_____
D. Price: Each Item: 12" Clock Wire Guard; Section 27 53 15	_____	_____
E. Price: Each Item: 12" Analog Clock; Section 27 53 15	_____	_____
F. Price: Each Item: 12" Analog Clock in QTY of 5-10; Section 27 53 15	_____	_____
G. Price: Each Item: 12" Analog Clock in QTY of 11-15; Section 27 53 15	_____	_____
H. Price: Each Item: 12" Analog Clock in QTY of 16-20; Section 27 53 15	_____	_____
I. Price: Each Item: 12" Analog Clock in QTY of 21-30; Section 27 53 15	_____	_____
J. Price: Each Item: 12" Analog Clock in QTY greater than 30; Section 27 53 15	_____	_____
K. Price: Each Item: Ceiling Mounted Speaker; Section 27 51 17	_____	_____
L. Price: Each Item: Ceiling Mounted Speaker in QTY of 5-10; Section 27 51 17	_____	_____
M. Price: Each Item: Ceiling Mounted Speaker in QTY of 11-15; Section 27 51 17	_____	_____
N. Price: Each Item: Ceiling Mounted Speaker in QTY of 16-20; Section 27 51 17	_____	_____
O. Price: Each Item: Ceiling Mounted Speaker in QTY of 21-30; Section 27 51 17	_____	_____
P. Price: Each Item: Ceiling Mounted Speaker in QTY greater than 30; Section 27 51 17	_____	_____
Q. Price: Each Item: Wall Mounted Speaker; Section 27 51 17	_____	_____
R. Price: Each Item: Wall Mounted Speaker in QTY of 5-10; Section 27 51 17	_____	_____
S. Price: Each Item: Wall Mounted Speaker in QTY of 11-15; Section 27 51 17	_____	_____
T. Price: Each Item: Wall Mounted Speaker in QTY of 16-20; Section 27 51 17	_____	_____
U. Price: Each Item: Wall Mounted Speaker in QTY of 21-30; Section 27 51 17	_____	_____
V. Price: Each Item: Wall Mounted Speaker in QTY greater than 30; Section 27 51 17	_____	_____
W. Price: Each Item: Speaker Cabling Cost/LF; Section 27 51 17	_____	_____

Red Clay Consolidated School District  
A.I. du Pont HS Clock and Speaker Replacement  
Architect/Engineer: StudioJAED  
Construction Documents

**BID FORM**  
00 41 00  
Page No 3 Job No. 14013  
May 29, 2014

X. Price: Each Item: Digital Clock; Section 27 53 15

\_\_\_\_\_

Y. Price: Each Item: Double Sided Digital Clock; Section 27 53 15

\_\_\_\_\_

NOT FOR BIDDING PURPOSES

**BID FORM**

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

This bid shall remain valid and cannot be withdrawn for 60 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 (if required).

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

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

Should I/We be awarded this contract, I/We pledge to start the project on July 14, 2014 and achieve substantial completion on or before September 26, 2014 for the base bid work. For any work taking place after August 22 close coordination and cooperation shall take place with the school staff and schedule as dictated by the school Principal. School starts on August 25, 2014. If the Principal states that work cannot take place during normal school hours on or after that date, then the work will take place on second shift (2:30 pm – 9:30 pm daily).

I/We understand that the Owner will assess liquidated damages of \$250.00 per calendar day for each day the construction time extends beyond the above referenced date of substantial completion.

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 (5) 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 (Not Used)
- (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.

<b><u>Subcontractor Category</u></b>	<b><u>Subcontractor</u></b>	<b><u>Address (City &amp; State)</u></b>
1. Electrical	_____	_____
2. Acoustical Ceiling	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____

NOT FOR BIDDING PURPOSES

**BID FORM**  
**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Red Clay Consolidated School District.

All the terms and conditions of Project #14013 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.**

GENERAL CONDITIONS

TO THE

CONTRACT

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

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES

**SUPPLEMENTARY GENERAL CONDITIONS A201-1997**

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-1997. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

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

**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 StudioJAED on behalf of the Red Clay Consolidated School District 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.

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

Delete Paragraph 1.6.1 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.”

**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 one year 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 one year as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.

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

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

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

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

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

**ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

4.2 ARCHITECT'S 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.

4.3 CLAIMS AND DISPUTES

Delete Paragraph 4.3.10 in its entirety.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

Delete Paragraph 4.4.5 in its entirety and replace with the following:

- 4.4.5 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 4.4.6 in its entirety.

4.5 MEDIATION

- 4.5.2 At the end of the second sentence, delete "and with the American Arbitration Association."

4.6 ARBITRATION

Delete Paragraph 4.6 and its sub-sections in its entirety.

**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, 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.

**ARTICLE 7: CHANGES IN THE WORK**

(SEE ARTICLE 7: CHANGES IN WORK OF 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

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:

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

- 9.2.3 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 5% 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.

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

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

10.1.2 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.

10.1.3 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 10.5 in its entirety.

**ARTICLE 11: INSURANCE AND BONDS**

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

Delete Paragraph 11.3 in its entirety.

11.4 PROPERTY INSURANCE

Delete Paragraph 11.4 in its entirety and replace with the following:

11.4 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.

**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.

**ARTICLE 13: MISCELLANEOUS PROVISIONS**

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.

**END OF SUPPLEMENTARY GENERAL CONDITIONS**

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES



STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
225 Corporate Boulevard, Suite 104  
Newark, Delaware 19702

TELEPHONE (302) 761-8200  
(302) 451-3423  
Fax (302) 368-6604

**Via Facsimile and Regular Mail**

April 3, 2014

Mr. David Spangler  
Studio JAED  
2500 Wrangle Hill Road  
Suite 110  
Bear, DE 19701

Re: Contract No.: 14013, A.I. High School - Clock and Speaker Replacement  
New Castle County, DE

Dear Mr. Spangler:

I am responding to your request for a category determination for Contract No.: 14013, A.I. High School - Clock and Speaker Replacement, which is a state funded construction project located in New Castle County, DE. The work consists of replacing clocks and speakers at the school. You estimate the total cost of construction for this project to be \$100,000.00.

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

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 14, 2014, prevailing wage rates for Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 451-3425.

Sincerely,

A handwritten signature in cursive script that reads "Salina Crossland".

Salina Crossland  
Labor Law Enforcement Officer II  
Salina.crossland@state.de.us  
Enclosure

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 14, 2014

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.87	26.94	39.20
BOILERMAKERS	65.47	33.22	48.83
BRICKLAYERS	48.08	48.08	48.08
CARPENTERS	50.91	50.91	40.47
CEMENT FINISHERS	31.52	29.51	21.20
ELECTRICAL LINE WORKERS	43.49	37.29	28.44
ELECTRICIANS	62.10	62.10	62.10
ELEVATOR CONSTRUCTORS	77.78	40.93	30.55
GLAZIERS	65.60	65.60	20.15
INSULATORS	51.48	51.48	51.48
IRON WORKERS	59.62	59.62	59.62
LABORERS	39.75	39.75	39.75
MILLWRIGHTS	63.53	63.53	50.10
PAINTERS	44.94	44.94	44.94
PILEDRIVERS	69.32	37.64	30.45
PLASTERERS	21.60	28.55	17.50
PLUMBERS/PIPEFITTERS/STEAMFITTERS	60.20	45.65	47.28
POWER EQUIPMENT OPERATORS	58.31	58.31	24.13
ROOFERS-COMPOSITION	22.35	19.07	17.63
ROOFERS-SHINGLE/SLATE/TILE	17.59	17.50	16.45
SHEET METAL WORKERS	63.24	63.24	63.24
SOFT FLOOR LAYERS	47.12	47.12	47.12
SPRINKLER FITTERS	52.73	52.73	52.73
TERRAZZO/MARBLE/TILE FNRS	52.50	52.50	45.45
TERRAZZO/MARBLE/TILE STRS	60.28	60.28	52.63
TRUCK DRIVERS	27.90	26.64	20.03

CERTIFIED: 4/3/14

BY: *[Signature]*

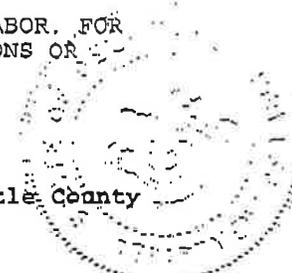
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

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

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

PROJECT: 14013 A.I. High School - Clock and Speaker Replacement, New Castle County



## SECTION 01 22 00

### UNIT PRICES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.

##### 1.02 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

##### 1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

##### 1.04 MEASUREMENT OF QUANTITIES

- A. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.
- B. Assist by providing necessary equipment, workers, and survey personnel as required.

##### 1.05 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.
- B. Payment will not be made for any of the following:
  1. Products wasted or disposed of in a manner that is not acceptable.
  2. Products determined as unacceptable before or after placement.
  3. Products not completely unloaded from the transporting vehicle.
  4. Products placed beyond the lines and levels of the required Work.
  5. Products remaining on hand after completion of the Work.
  6. Loading, hauling, and disposing of rejected Products.

##### 1.06 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct one of the following remedies:
  1. The defective Work may remain, but the unit price will be adjusted to a new unit price at the discretion of Architect.
  2. The defective Work will be partially repaired to the instructions of the Architect, and the unit price will be adjusted to a new unit price at the discretion of Architect.
- C. The authority of Architect to assess the defect and identify payment adjustment is final.

##### 1.07 SCHEDULE OF UNIT PRICES

- A. Item: Master Clock/Transceiver/Transmitter: BCMA 3000 Master Clock/Transceiver/Transmitter or Approved Equal; Section 27 53 15 Wireless Clock System.
  1. Unit price to provide one master clock/tranceiver/transmitter including, but not limited to the following:
    - a. Installation and set up in accordance with manufacturers instructions.
    - b. Configuration.
    - c. Demonstration and training to Owner in a building as a new installation.

- B. Item: 16" Analog Clock - Bogen 16 inch M/N BCAL-2 or approved equal.; Section 27 53 15 Wireless Clock System.
1. Unit price to provide one 16 inch wireless analog clock, including but not limited to the following
    - a. 1. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. 2. Configuration of clock to properly communicate with existing/new clock system and other clocks to ensure proper keeping of time.
    - c. 3. Fresh set of batteries.
- C. Item: 16" Clock Wire Guard - Manufacturer Provided Wire Guard for 16 inch Clock; Section 27 53 15 Wireless Clock System.
1. Unit price to provide 16 inch wire guard for 16 inch analog clock, including but not limited to installation, in accordance with manufacturer's instructions, where directed by Architect/Engineer or Owner to cover and protect the 16 inch clock.
- D. Item: 12" Clock Wire Guard - Manufacturer Provided Wire Guard for 12 inch Clock; Section 27 53 15 Wireless Clock System.
1. Unit price to provide 12 inch wire guard for 12 inch analog clock, including but not limited to installation, in accordance with manufacturer's instructions, where directed by Architect/Engineer or Owner to cover and protect the 12 inch clock.
- E. Item: 12" Analog Clock - Bogen 12 inch M/N BCAL-2 or approved equal.; Section 27 53 15 Wireless Clock System.
1. Unit price to provide one 12 inch wireless analog clock, including but not limited to the following
    - a. 1. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. 2. Configuration of clock to properly communicate with existing/new clock system and other clocks to ensure proper keeping of time.
    - c. 3. Fresh set of batteries.
- F. Item: 12" Analog Clock - Bogen 12 inch M/N BCAL-2 or approved equal when ordered in QTY of 5-10 clocks; Section 27 53 15 Wireless Clock System.
1. Unit price to provide one 12 inch wireless analog clock, including but not limited to the following when providing a quantity of clocks ranging from 5 to 10 clocks:
    - a. 1. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. 2. Configuration of clocks to properly communicate with existing/new clock system and other clocks to ensure proper keeping of time.
    - c. 3. Fresh set of batteries.
- G. Item: 12" Analog Clock - Bogen 12 inch M/N BCAL-2 or approved equal when ordered in QTY of 11-15 clocks; Section 27 53 15 Wireless Clock System.
1. Unit price to provide one 12 inch wireless analog clock, including but not limited to the following when providing a quantity of clocks ranging from 11 to 15 clocks:
    - a. 1. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. 2. Configuration of clocks to properly communicate with existing/new clock system and other clocks to ensure proper keeping of time.
    - c. 3. Fresh set of batteries.
- H. Item: 12" Analog Clock - Bogen 12 inch M/N BCAL-2 or approved equal when ordered in QTY of 16-20 clocks; Section 27 53 15 Wireless Clock System.
1. Unit price to provide one 12 inch wireless analog clock, including but not limited to the following when providing a quantity of clocks ranging from 5 to 10 clocks:

- a. 1. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
  - b. 2. Configuration of clocks to properly communicate with existing/new clock system and other clocks to ensure proper keeping of time.
  - c. 3. Fresh set of batteries.
- I. Item: 12" Analog Clock - Bogen 12 inch M/N BCAL-2 or approved equal when ordered in QTY of 21-30 clocks; Section 27 53 15 Wireless Clock System.
1. Unit price to provide one 12 inch wireless analog clock, including but not limited to the following when providing a quantity of clocks ranging from 21 to 30 clocks:
    - a. 1. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. 2. Configuration of clocks to properly communicate with existing/new clock system and other clocks to ensure proper keeping of time.
    - c. 3. Fresh set of batteries.
- J. Item: 12" Analog Clock - Bogen 12 inch M/N BCAL-2 or approved equal when ordered in QTY of Greater than 30 clocks; Section 27 53 15 Wireless Clock System.
1. Unit price to provide one 12 inch wireless analog clock, including but not limited to the following when providing a quantity of clocks greater than 30 clocks:
    - a. 1. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. 2. Configuration of clocks to properly communicate with existing/new clock system and other clocks to ensure proper keeping of time.
    - c. 3. Fresh set of batteries.
- K. Item: Ceiling Mounted Speaker, Bogen Model CSD2x2 or approved equal.; Section 27 51 17 Public Address Systems.
1. Unit price to provide one ceiling mounted speaker, including but not limited to the following:
    - a. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. Connection to existing/new PA system.
    - c. Ensure proper operation of speaker in existing/new PA system.
    - d. Provide 15 feet of cabling for connection of speaker to PA system.
- L. Item: Ceiling Mounted Speaker, Bogen Model CSD2x2 or approved equal when ordered in QTY of 5-10 speakers.; Section 27 51 17 Public Address Systems.
1. Unit price to provide one ceiling mounted speaker, including but not limited to the following when providing a quantity of speakers ranging from 5-10 speakers:
    - a. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. Connection to existing/new PA system.
    - c. Ensure proper operation of speaker in existing/new PA system.
    - d. Provide 15 feet of cabling for connection of speaker to PA system.
- M. Item: Ceiling Mounted Speaker, Bogen Model CSD2x2 or approved equal when ordered in QTY of 11-15 speakers.; Section 27 51 17 Public Address Systems.
1. Unit price to provide one ceiling mounted speaker, including but not limited to the following when providing a quantity of speakers ranging from 11-15 speakers:
    - a. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. Connection to existing/new PA system.
    - c. Ensure proper operation of speaker in existing/new PA system.
    - d. Provide 15 feet of cabling for connection of speaker to PA system.

- N. Item: Ceiling Mounted Speaker, Bogen Model CSD2x2 or approved equal when ordered in QTY of 16-20 speakers.; Section 27 51 17 Public Address Systems.
1. Unit price to provide one ceiling mounted speaker, including but not limited to the following when providing a quantity of speakers ranging from 16-20 speakers:
    - a. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. Connection to existing/new PA system.
    - c. Ensure proper operation of speaker in existing/new PA system.
    - d. Provide 15 feet of cabling for connection of speaker to PA system.
- O. Item: Ceiling Mounted Speaker, Bogen Model CSD2x2 or approved equal when ordered in QTY of 21-30 speakers.; Section 27 51 17 Public Address Systems.
1. Unit price to provide one ceiling mounted speaker, including but not limited to the following when providing a quantity of speakers ranging from 21-30 speakers:
    - a. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. Connection to existing/new PA system.
    - c. Ensure proper operation of speaker in existing/new PA system.
    - d. Provide 15 feet of cabling for connection of speaker to PA system.
- P. Item: Ceiling Mounted Speaker, Bogen Model CSD2x2 or approved equal when ordered in QTY of Greater than 30 speakers.; Section 27 51 17 Public Address Systems.
1. Unit price to provide one ceiling mounted speaker, including but not limited to the following when providing a quantity of speakers greater than 30 speakers:
    - a. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. Connection to existing/new PA system.
    - c. Ensure proper operation of speaker in existing/new PA system.
    - d. Provide 15 feet of cabling for connection of speaker to PA system.
- Q. Item: Wall Mounted Speaker, Bogen Model MB8TSL or approved equal.; Section 27 51 17 Public Address Systems.
1. Unit price to provide one wall mounted speaker, including but not limited to the following:
    - a. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. Connection to existing/new PA system.
    - c. Ensure proper operation of speaker in existing/new PA system.
    - d. Provide 3 feet of cabling for connection of speaker to PA system.
- R. Item: Wall Mounted Speaker, Bogen Model MB8TSL or approved equal when ordered in QTY of 5-10 speakers.; Section 27 51 17 Public Address Systems.
1. Unit price to provide one wall mounted speaker, including but not limited to the following when providing a quantity of speakers ranging from 5-10 speakers:
    - a. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. Connection to existing/new PA system.
    - c. Ensure proper operation of speaker in existing/new PA system.
    - d. Provide 3 feet of cabling for connection of speaker to PA system.
- S. Item: Wall Mounted Speaker, Bogen Model MB8TSL or approved equal when ordered in QTY of 11-15 speakers.; Section 27 51 17 Public Address Systems.
1. Unit price to provide one wall mounted speaker, including but not limited to the following when providing a quantity of speakers ranging from 11-15 speakers:
    - a. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.

- b. Connection to existing/new PA system.
  - c. Ensure proper operation of speaker in existing/new PA system.
  - d. Provide 3 feet of cabling for connection of speaker to PA system.
- T. Item: Wall Mounted Speaker, Bogen Model MB8TSL or approved equal when ordered in QTY of 16-20 speakers.; Section 27 51 17 Public Address Systems.
- 1. Unit price to provide one wall mounted speaker, including but not limited to the following when providing a quantity of speakers ranging from 16-20 speakers:
    - a. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. Connection to existing/new PA system.
    - c. Ensure proper operation of speaker in existing/new PA system.
    - d. Provide 3 feet of cabling for connection of speaker to PA system.
- U. Item: Wall Mounted Speaker, Bogen Model MB8TSL or approved equal when ordered in QTY of 21-30 speakers.; Section 27 51 17 Public Address Systems.
- 1. Unit price to provide one wall mounted speaker, including but not limited to the following when providing a quantity of speakers ranging from 21-30 speakers:
    - a. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. Connection to existing/new PA system.
    - c. Ensure proper operation of speaker in existing/new PA system.
    - d. Provide 3 feet of cabling for connection of speaker to PA system.
- V. Item: [Wall Mounted Speaker, Bogen Model MB8TSL or approved equal when ordered in QTY of Greater than 30 speakers.]; Section [27 51 17 Public Address Systems].
- 1. Unit price to provide one wall mounted speaker, including but not limited to the following when providing a quantity of greater than 30 speakers:
    - a. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. Connection to existing/new PA system.
    - c. Ensure proper operation of speaker in existing/new PA system.
    - d. Provide 3 feet of cabling for connection of speaker to PA system.
- W. Item: Speaker Cabling; Section 27 51 17 Public Address Systems.
- 1. Unit price to provide one foot of speaker cabling, including but not limited to the following:
    - a. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. Connection to existing/new PA system.
- X. Item: Digital Clock - Bogen M/N BCBL-32S-406-1R or approved equal; Section 27 53 15 Wireless Clock System.
- 1. Unit price to provide one Digital wireless clock, including but not limited to the following:
    - a. 1. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.
    - b. 2. Configuration of clock to properly communicate with existing/new clock system and other clocks to ensure proper keeping of time.
    - c. Bogen M/N BCAB-4GD-00S-0 mounting bracket
    - d. Racco M/N 926 or approved equal ceiling mounting bracket/electrical box
    - e. 25 feet of MC cable for electrical connection
- Y. Item: Double Sided Digital Clock - Qty (2) Bogen M/N BCBL-32S-406-1R or approved equal; Section 27 53 15 Wireless Clock System.
- 1. Unit price to provide two digital wireless clocks, including but not limited to the following:
    - a. 1. Installation where directed by Architect/Engineer or Owner and in accordance with manufacturer installation instructions.

- b. 2. Configuration of clock to properly communicate with existing/new clock system and other clocks to ensure proper keeping of time.
- c. Bogen M/N BCAB-4GD-00S-0 mounting bracket configured for two digital clocks
- d. Racco M/N 926 or approved equal ceiling mounting bracket/electrical box
- e. 25 feet of MC cable for electrical connection

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

NOT FOR BIDDING PURPOSES

**SECTION 01 30 00**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Submittals for review, information, and project closeout.
- D. Submittal procedures.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PRECONSTRUCTION MEETING**

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties to Contract, Owner and Architect.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

**3.02 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. 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. Corrective measures to regain projected schedules.
  - 8. Planned progress during succeeding work period.
  - 9. Maintenance of quality and work standards.

10. Effect of proposed changes on progress schedule and coordination.
11. Other business relating to Work.

- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### 3.03 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 Architect 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 and for record documents purposes described in Section 01 78 00 - CLOSEOUT SUBMITTALS.

### 3.04 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 Owner's benefit during and after project completion.

### 3.05 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
  1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
  2. Larger Sheets, Not Larger Than 36 x 48 inches: Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by Architect.
- B. Extra Copies at Project Closeout: See Section 01 78 00.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  1. After review, produce duplicates.
  2. Retained samples will not be returned to Contractor unless specifically so stated.

### 3.06 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a copy of approved submittal 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 Architect 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 Architect 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**

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES

**SECTION 01 60 00**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Transportation, handling, storage and protection.
- B. Product option requirements.
- C. Substitution limitations and procedures.
- D. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 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 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by the Contract Documents.

**2.02 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.

**2.03 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver and place in location as directed; obtain receipt prior to final payment.

**PART 3 EXECUTION**

**3.01 SUBSTITUTION PROCEDURES**

- A. Substitution requests will only be considered if they are received by the Architect/Engineer no later than 7 (seven) days prior to when bids are due.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- 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 Owner.
  4. Waives claims for additional costs or time extension that may subsequently become apparent.
  5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. 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 Architect will notify Contractor in writing of decision to accept or reject request.

### **3.02 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.

### **3.03 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**

**SECTION 01 70 00**  
**EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Cutting and patching.
- C. Cleaning and protection.
- D. Demonstration and instruction of Owner personnel.
- E. Closeout procedures, except payment procedures.
- F. General requirements for maintenance service.

**1.02 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

**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 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.

### 3.03 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. 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.
- C. 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.
- D. Restore work with new products in accordance with requirements of Contract Documents.
- E. 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.

### 3.04 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.

### 3.05 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. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

**3.06 DEMONSTRATION AND INSTRUCTION**

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.

**3.07 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

**3.08 FINAL CLEANING**

- A. Use cleaning materials that are nonhazardous.
- B. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

**3.09 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Architect.
- B. Notify Architect 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 Architect's review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- E. Notify Architect when work is considered finally complete.
- F. Complete items of work determined by Architect's final inspection.

**3.10 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. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION**

NOT FOR BIDDING PURPOSES

**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. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, 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 Architect 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 Owner'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. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.

- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract drawings.

### **3.02 OPERATION AND MAINTENANCE DATA**

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### **3.03 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Complete nomenclature and model number of replaceable parts.
- B. 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.
- C. Include manufacturer's printed operation and maintenance instructions.
- D. 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 Owner'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.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.

- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

**END OF SECTION**

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES

**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. Wiring connectors.
- D. Electrical tape.
- E. Wire pulling lubricant.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 84 00 - Firestopping.
- B. Section 26 05 01 - Minor Electrical Demolition: Disconnection, removal, and/or extension of existing electrical conductors and cables.

**1.03 REFERENCE STANDARDS**

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire.
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft.
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes.
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation.
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape.
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- G. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC); National Electrical Contractors Association.
- H. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; National Electrical Manufacturers Association (ANSI/NEMA WC 70/ICEA S-95-658).
- I. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; International Electrical Testing Association (ANSI/NETA ATS).
- J. NFPA 70 - National Electrical Code; National Fire Protection Association.
- K. UL 44 - Thermoset-Insulated Wires and Cables.
- L. UL 83 - Thermoplastic-Insulated Wires and Cables.
- M. UL 486A-486B - Wire Connectors.
- N. UL 486C - Splicing Wire Connectors.
- O. UL 486D - Sealed Wire Connector Systems.
- P. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape.
- Q. UL 1569 - Metal-Clad Cables.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:

1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.
- C. Manufactured Wiring System Shop Drawings: Provide plan views indicating proposed system layout with components identified; indicate branch circuit connections.
- D. Design Data: Indicate voltage drop and ampacity calculations for aluminum conductors substituted for copper conductors. Include proposed modifications to raceways, boxes, wiring gutters, enclosures, etc. to accommodate substituted conductors.
- E. Field Quality Control Test Reports.
- F. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- G. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing for underground circuits.
- H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

#### **1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

#### **1.08 FIELD CONDITIONS**

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect 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.

## 2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- 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. Conductors and Cables Installed Exposed in Spaces Used for Environmental Air (only where specifically permitted): Plenum rated, listed and labeled as suitable for use in return air plenums.
- H. Conductor Material:
  - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
  - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B 787M unless otherwise indicated.
  - 3. Tinned Copper Conductors: Comply with ASTM B33.
- I. Minimum Conductor Size:
  - 1. Branch Circuits: 12 AWG.
  - 2. Control Circuits: 14 AWG.
- J. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- K. 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. 208Y/120 V, 3 Phase, 4 Wire System:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.
      - 4) Neutral/Grounded: White.
    - b. Equipment Ground, All Systems: Green.

## 2.03 SINGLE CONDUCTOR BUILDING WIRE

- A. Manufacturers:
  - 1. Copper Building Wire:
    - a. Cerro Wire LLC: [www.cerrowire.com](http://www.cerrowire.com).
    - b. Encore Wire Corporation: [www.encorewire.com](http://www.encorewire.com).
    - c. Southwire Company: [www.southwire.com](http://www.southwire.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
  - 1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
    - b. Size 8 AWG and Larger: Stranded.

- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
  - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
    - a. Size 4 AWG and Larger: Type XHHW-2.

#### 2.04 METAL-CLAD CABLE

- A. Manufacturers:
  - 1. AFC Cable Systems Inc: [www.afcweb.com](http://www.afcweb.com).
  - 2. Encore Wire Corporation: [www.encorewire.com](http://www.encorewire.com).
  - 3. Southwire Company: [www.southwire.com](http://www.southwire.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. 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.
- C. Conductor Stranding:
  - 1. Size 10 AWG and Smaller: Solid.
  - 2. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V, 90deg C
- E. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.
- F. Grounding: Full-size integral equipment grounding conductor.
- G. Armor: Steel, interlocked tape.
- H. Provide PVC jacket applied over cable armor where indicated or required for environment of installed location.

#### 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.
- B. Wiring Connectors for Splices and Taps:
  - 1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
  - 2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.
- C. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
  - 1. Manufacturers:
    - a. 3M: [www.3m.com](http://www.3m.com).
    - b. Ideal Industries, Inc: [www.idealindustries.com](http://www.idealindustries.com).
    - c. NSI Industries LLC: [www.nsiindustries.com](http://www.nsiindustries.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.

#### 2.06 WIRING ACCESSORIES

- A. Electrical Tape:
  - 1. Manufacturers:
    - a. 3M: [www.3m.com](http://www.3m.com).
    - b. Plymouth Rubber Europa: [www.plymouthrubber.com](http://www.plymouthrubber.com).
    - c. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.

- a. Substitutions: See Section 01 60 00 - Product Requirements.
- 3. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
- B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.

### **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 field measurements are as shown on the drawings.
- E. Verify that conditions are satisfactory for installation prior to starting work.

#### **3.02 PREPARATION**

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

#### **3.03 INSTALLATION**

- A. Circuiting Requirements:
  - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
  - 2. When circuit destination is indicated and routing is not shown, determine exact routing required.
  - 3. Arrange circuiting to minimize splices.
  - 4. Include circuit lengths required to install connected devices within 10 ft of location shown.
  - 5. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
  - 6. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
  - 7. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- B. Install products in accordance with manufacturer's instructions.
- C. Install conductors and cable in a neat and workmanlike manner in accordance with NECA 1.
- D. Install metal-clad cable (Type MC) in accordance with NECA 120.
- E. 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.
- F. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.

- G. 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.
- H. 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.
- I. Install conductors with a minimum of 12 inches of slack at each outlet.
- J. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- K. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- L. 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 contaminants. Do not use wire brush on plated connector surfaces.
- M. 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.
- N. Insulate ends of spare conductors using vinyl insulating electrical tape.
- O. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- P. 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.

#### **3.04 FIELD QUALITY CONTROL**

- A. Perform inspection, testing, and adjusting in accordance with Section 01 40 00.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
  - 1. Disconnect surge protective devices (SPDs) prior to performing any high potential testing. Replace SPDs damaged by performing high potential testing with SPDs connected.
- D. Correct deficiencies and replace damaged or defective conductors and cables.

**END OF SECTION**

**SECTION 26 05 34**  
**CONDUIT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Flexible metal conduit (FMC).
- B. Liquidtight flexible metal conduit (LFMC).
- C. Electrical metallic tubing (EMT).
- D. Conduit fittings.
- E. Accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 84 00 - Firestopping.
- B. Section 26 05 37 - Boxes.

**1.03 REFERENCE STANDARDS**

- A. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT).
- B. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit (EIMC).
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- D. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); National Electrical Contractors Association.
- E. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association (ANSI/NEMA FB 1).
- F. NFPA 70 - National Electrical Code; National Fire Protection Association.
- G. UL 1 - Flexible Metal Conduit.
- H. UL 360 - Liquid-Tight Flexible Steel Conduit.
- I. UL 514B - Conduit, Tubing, and Cable Fittings.
- J. UL 797 - Electrical Metallic Tubing-Steel.
- K. UL 1242 - Electrical Intermediate Metal Conduit-Steel.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
  - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
  - 4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.
  - 5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:
  - 1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

### 1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.
- C. Shop Drawings:
  - 1. Indicate proposed arrangement for conduits to be installed within structural concrete slabs, where permitted.
  - 2. Include proposed locations of roof penetrations and proposed methods for sealing.
- D. Project Record Documents: Record actual routing for conduits installed underground, conduits embedded within concrete slabs, and conduits 2 inch (53 mm) trade size and larger.

### 1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

## PART 2 PRODUCTS

### 2.01 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Concealed Within Masonry Walls: Use electrical metallic tubing (EMT).
- D. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT).
- E. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- F. Connections to Vibrating Equipment:
  - 1. Dry Locations: Use flexible metal conduit.
  - 2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.
  - 3. Maximum Length: 6 feet unless otherwise indicated.
- G. Fished in Existing Walls, Where Necessary: Use flexible metal conduit.

### 2.02 CONDUIT REQUIREMENTS

- A. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.
- B. Communications Systems Conduits: Also comply with Section 27 10 05.
- C. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- D. 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.
- E. Minimum Conduit Size, Unless Otherwise Indicated:
  - 1. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.

2. Control Circuits: 1/2 inch (16 mm) trade size.

F. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

### 2.03 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.

### 2.04 FLEXIBLE METAL CONDUIT (FMC)

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 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.

C. Fittings:

1. Manufacturers:
  - a. Bridgeport Fittings Inc: [www.bptfittings.com](http://www.bptfittings.com).
  - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
  - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
3. Material: Use steel or malleable iron.

### 2.05 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. Manufacturers:
  - a. Bridgeport Fittings Inc: [www.bptfittings.com](http://www.bptfittings.com).
  - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
  - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
  - d. Substitutions: See Section 01 60 00 - Product Requirements.
2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
3. Material: Use steel or malleable iron.
  - a. Do not use die cast zinc fittings.

## 2.06 ELECTRICAL METALLIC TUBING (EMT)

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedeg.com](http://www.alliedeg.com).
  - 2. Republic Conduit: [www.republic-conduit.com](http://www.republic-conduit.com).
  - 3. Wheatland Tube Company: [www.wheatland.com](http://www.wheatland.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- C. Fittings:
  - 1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com](http://www.bptfittings.com).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com](http://www.emersonindustrial.com).
    - c. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.
  - 4. Connectors and Couplings: Use set-screw type.
    - a. Do not use indenter type connectors and couplings.
  - 5. Damp or Wet Locations (where permitted): Use fittings listed for use in wet locations.

## 2.07 ACCESSORIES

- A. Conduit Joint Compound: Corrosion-resistant, electrically conductive; suitable for use with the conduit to be installed.

## 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.

### 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 intermediate metal conduit (IMC) in accordance with NECA 101.
- D. 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. Use of wire for support of conduits is not permitted.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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. 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.

**END OF SECTION**

NOT FOR BIDDING PURPOSES

**SECTION 26 05 37**  
**BOXES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 34 - Conduit:
  - 1. Conduit bodies and other fittings.

**1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; National Electrical Contractors Association.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; National Electrical Contractors Association.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association (ANSI/NEMA FB 1).
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; National Electrical Manufacturers Association (ANSI/NEMA OS 1).
- E. NFPA 70 - National Electrical Code; National Fire Protection Association.
- F. UL 514A - Metallic Outlet Boxes.

**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 Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for cabinets and enclosures, boxes for hazardous (classified) locations, floor boxes, and underground boxes/enclosures.

- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

#### 1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.  
B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

#### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

### PART 2 PRODUCTS

#### 2.01 BOXES

- A. General Requirements:
1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
  2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
  3. Provide products listed, classified, and labeled 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, 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 raised covers suitable for the type of wall construction and device configuration where required.
  4. Use shallow boxes where required by the type of wall construction.
  5. Do not use "through-wall" boxes designed for access from both sides of wall.
  6. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
  7. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
  8. 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.
  9. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes.
  10. Minimum Box Size, Unless Otherwise Indicated:
    - a. Wiring Devices (Other Than Communications Systems Outlets): 4 inch square by 1-1/2 inch deep (100 by 38 mm) trade size.
    - b. Communications Systems Outlets: Comply with Section 27 10 05.
    - c. Ceiling Outlets: 4 inch octagonal or square by 1-1/2 inch deep (100 by 38 mm) trade size.
  11. Wall Plates: Comply with Section 26 27 26.
  12. Manufacturers:
    - a. Hubbell Incorporated; Bell Products: [www.hubbell-bell.com](http://www.hubbell-bell.com).

- b. Hubbell Incorporated; RACO Products: [www.hubbell-raco.com](http://www.hubbell-raco.com).
- c. O-Z/Gedney, a brand of Emerson Industrial Automation:  
[www.emersonindustrial.com](http://www.emersonindustrial.com).
- d. Substitutions: See Section 01 60 00 - Product Requirements.

### **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 boxes.
- 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. 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. Provide separate boxes for emergency power and normal power systems.
- E. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.
- F. 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.
- G. Install boxes plumb and level.
- H. Flush-Mounted Boxes:
  - 1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
  - 2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
  - 3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
- I. Install boxes as required to preserve insulation integrity.
- J. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- K. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- L. Close unused box openings.
- M. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- N. Provide grounding and bonding in accordance with Section 26 05 26.

**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.

**END OF SECTION**

NOT FOR BIDDING PURPOSES

**SECTION 27 51 17**  
**PUBLIC ADDRESS SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Reproducer equipment.
- B. Sound system cable.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 37 - Boxes.
- B. Section 26 05 34 - Conduit

**1.03 REFERENCE STANDARDS**

- A. NFPA 70 - National Electrical Code; National Fire Protection Association.

**1.04 SYSTEM DESCRIPTION**

- A. Public address system for voice and music.
- B. Features:
  - 1. One-way paging by zone.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate electrical characteristics and connection requirements. Indicate layout of equipment mounted in racks and cabinets, component interconnecting wiring, and wiring diagrams of field wiring to speakers and remote input devices.
- C. Product Data: Provide data showing electrical characteristics and connection requirements for each component.
- 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. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Project Record Documents: Record actual locations of speakers, control equipment, and outlets for input/output connectors.
- G. Operation Data: Include instructions for adjusting, operating, and extending the system.
- H. Maintenance Data: Include repair procedures and spare parts documentation.

**1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70 and Federal Communications Commission.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years documented experience with service facilities within 100 miles of Project.
- C. Supplier Qualifications: Authorized distributor of specified manufacturer with minimum five years documented experience.
- D. Installer Qualifications: Authorized installer of specified manufacturer with service facilities within 25 miles of Project.
- E. Products: Furnish products listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and indicated.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Bogen.
- B. Substitutions: See Section 01 60 00 - Product Requirements.

### 2.02 COMPONENTS

- A. Ceiling Mounted Speakers: 8 inch coaxial speaker with integral crossover circuit.
  - 1. Bogen Model CSD2x2 or approved equal
  - 2. Enclosure : Constructed of industrial grade steel
  - 3. Construction: Comprised of a damped high-compliance factory-mounted 8" loudspeaker that shall consist of an 8" treated paper main cone, a secondary high frequency cone, and a 10 ounce magnet
  - 4. Attachment Points: 4 seismic attachment points
  - 5. Finish: non-reflective, off-white metal finish grille
  - 6. Transformer: 70V/25V transformer with power taps of 4, 2, 1, 0.5, and 0.25 watts, selectable by rotary switch
  - 7. Frequency Range: 95 Hz - 20 kHz (min.).
  - 8. Sound Pressure Level: 94 dB at 3 feet with 1 watt input.
  - 9. Installation: Shall fit easily into 2'x2' and 2'x4' ceiling tiles. Speaker or enclosure shall measure 23-13/16" W x 5"H x 23-13/16" D. It shall weigh no more than 12 lb.
  - 10. Accessories: Provide (2) T-bar support rails for centering into 2'x4' ceiling tiles. No T-bar support rails are required for installation into 2'x2' ceiling tiles.
  - 11. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Wall Mounted Speakers: 8 inch coaxial speaker with integral crossover circuit.
  - 1. Bogen Model MB8TSL or approved equal
  - 2. Enclosure: Steel and allows for surface mounting with knockouts for Wiremold
  - 3. Construction: 8" paper cone speaker with 6 oz. magnet
  - 4. Finish: off-white
  - 5. Transformer: 70V/25V transformer with power taps of 4, 2, 1, 1/2, 1/4 and 1/8 watts
  - 6. Frequency Range: 110 Hz - 15 kHz (min.).
  - 7. Sound Pressure Level: 94 dB at 3 feet with 1 watt input.
  - 8. Dispersion: no less than 100 degrees.
  - 9. Installation: Wall, surface mount
  - 10. Weight: 9 lb. maximum
  - 11. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Horn Loudspeakers: Wide dispersion indoor/outdoor horn with driver.
  - 1. Power Rating: 15 watts continuous, 20 watts equalized. Power handling capacity shall be adjustable at 70V to 0.9, 1.8, 3.8, 7.5, or 15 watts, and at 25V to 0.46, 0.94, 1.8, 7.5, or 15 watts.
  - 2. Frequency Response: 275 Hz to 14 kHz
  - 3. Sound Distribution: 110 degrees.
  - 4. Switch: Seven-position weather-sealed switch, to allow for matching the loudspeaker to a 25V or 70V constant voltage line.
  - 5. Sound Pressure Level: 121 dB at 4 feet with full range input at 15 watts.
  - 6. Construction: The loudspeaker shall be of weatherproof, all-metal construction, with driver enclosed within a weather-proof housing. The loudspeaker shall include a self-aligning, field-replacable diaphragm. Screw terminals shall be provided for connection to the audio cabling. A plastic cover shall be provided to protect the connectors and impedance selector switch, and provide strain relief for the audio cabling.

7. Accessories: An all-purpose mounting bracket shall provide precise positioning in the vertical and horizontal planes with a single adjustment. The bracket shall include banding slots to permit mounting the loudspeaker on beams or pillars.
8. Finish: Mocha enamel finish.
9. Product: Bogen M/N SPT15A or approved equal
10. Substitutions: See Section 01 60 00 - Product Requirements.

### 2.03 WIRE AND CABLE

- A. Plenum Cable for Speaker Circuits: 18 AWG copper conductor, 300 volt insulation, rated 200 degrees C, paired conductors twisted together shielded and covered with a nonmetallic jacket; suitable for use for Class 2 circuits in air handling ducts, hollow spaces used as ducts, and plenums.

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Prior to demolition of existing speakers and installation any new speakers or work on existing PA system(s) the following shall take place.
  1. Contractor shall test all speakers not shown to be demolished in the entire building for proper functionality.
  2. All inoperative speakers shall be listed, and the list shall be presented to the Owner and Architect/Engineer.
  3. The Contractor shall demonstrate the inoperative speakers to the Owner and/or the Architect/Engineer at the Owner and/or Architect/Engineer's direction. The Contractor shall not be responsible for proper operation of speakers found and verified to be inoperative prior to work performed on the existing PA system(s). Contractor will be held responsible for ensuring that operating speakers that are to remain are in proper operation at the conclusion of the project in a given building.
- B. Install in accordance with manufacturer's instructions.
- C. Splice cable only in accessible junction boxes or at terminal block units.
- D. Make cable shields continuous at splices and connect speaker circuit shield to equipment ground only at amplifier.
- E. Install input circuits in separate cables and raceways from output circuits.
- F. Leave 18 inches excess cable at each termination at microphone, volume pad, speaker, and other system outlet.
- G. Provide protection for exposed cables where subject to damage.
- H. Use armored cable for outside speaker circuits.
- I. Support cables above accessible ceilings to keep them from resting on ceiling tiles. Use spring metal clips or plastic cable ties to support cables from structure for ceiling suspension system. Include bridle rings or drive rings.
- J. Support speakers above accessible ceilings to keep them from only resting on ceiling grid/tiles. Use appropriate type and size of cables to support speakers from structure above ceilings.
- K. Use suitable cable fittings and connectors.
- L. Connect reproducers to amplifier with matching transformers.
- M. Provide EMT conduit for all exposed cabling.

### 3.02 FIELD QUALITY CONTROL

- A. Provide the services of manufacturer's technical representative to prepare and start system.
  1. Include supervision of final wiring connections, inspection and adjusting of completed installation, and systems demonstration.

2. Certify that installation is complete and performs according to specified requirements.
- B. Perform field inspection and testing in accordance with Section 01 40 00.
- C. Measure and record sound power levels at designated locations.

### 3.03 ADJUSTING

- A. Adjust transformer taps for appropriate sound level.

### 3.04 CLOSEOUT ACTIVITIES

- A. See Section 01 79 00 - Demonstration and Training, for additional requirements.
- B. Testing to be performed once the PA system is complete and all speakers are properly installed.
  1. Schedule time with the Owner and Architect/Engineer to fully test the speakers in the PA system so that testing does not interfere with the use of the Building by the Owner.
  2. For the Contractor test perform the following steps on all new speakers and existing speakers to remain (other than speakers found to be not properly operating prior to the start of the work).
    - a. Connect and play a continually playing music, radio station, etc. over the PA system as applicable.
    - b. While the continually playing music, radio station, etc. is playing, survey the entire school to verify that "all" existing to remain and new PA speakers are properly functioning.
    - c. Note any speakers not properly functioning.
    - d. Repair, replace, or repair connections, etc. as applicable to ensure proper operation of speakers not found to be properly operating.
    - e. Once all speakers that are found to be not properly functioning are repaired repeat the above testing steps until all speakers are properly functioning.
  3. Once the contractor has ensured that all of the speakers are properly operating, perform the following steps in the presence of the Owner (at the Owner's option) and the Architect/Engineer.
    - a. Connect and play a continually playing music, radio station, etc. over the PA system as applicable.
    - b. While the continually playing music, radio station, etc. is playing, survey the entire school to verify that "all" existing to remain and new PA speakers are properly functioning.
    - c. If any speakers are found to not be properly operating other than those that were found to be inoperative prior to starting work, then the witnessed test shall be terminated. The contractor shall repeat their testing procedure as described in item 2 above and associated repairs. The above mentioned test described in item 3 shall be repeated. Contractor shall reimburse the Architect/Engineer at the Architect/Engineer's standard rates for all T&M required for witnessing all subsequent testing described in item number 3 beyond the first required test.
- C. Demonstration: Demonstrate operation of system to Owner's personnel.
  1. Use operation and maintenance data as reference during demonstration.
  2. Conduct walking tour of project.
  3. Briefly describe function, operation, and maintenance of each component.

### 3.05 MAINTENANCE

- A. See Section 01 70 00 - Execution Requirements, for additional requirements relating to maintenance service.

- B. Provide service and maintenance of public address system for one year from Date of Substantial Completion to include only part of the public address system provided under this contract.

**END OF SECTION**

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES

**SECTION 27 53 15**  
**WIRELESS CLOCK SYSTEM**

**PART 1 – GENERAL**

**1.01 GENERAL REQUIREMENTS & SCOPE**

- A. Furnish and install a complete new wireless clock system using Bogen Communications wireless system or approved equal.
- B. All bids shall be based on the equipment as specified herein. The catalog numbers and model designations are that of Bogen Communications. The specifying authority must approve any alternate system.
- C. Bidders wishing to submit alternate equipment shall submit to the specifying authority, at least ten (10) days prior to bid opening, the equipment proposed to provide a precise functional equivalent system to meet specifications. Bidder shall provide adequate information prior to bid date such as specification sheets, working drawings, shop drawings, and a demonstration of the system. Alternate supplier-contractor must also provide a list to include a minimum of six (6) installations of the identical system proposed which have been in operation for a period of two (2) years.
- D. Final approval of the alternate system shall be determined at the time of job completion. Failure to provide the "precise functional equivalent" shall result in the removal of the alternate system at the contractor's expense.
- E. Any prior approval of an alternate system does not automatically exempt the supplier from the intent of these specifications. Failure to comply with the operational and functional intent of these specifications may result in the total removal of the alternate system at the expense of the contractor.
- F. Proposed alternate equipment shall be accompanied by a letter from the manufacturer clearly stating that they have read the specifications, have listed differences between their product and the specified product, and commit to meet or exceed the specified requirements herein.
- G. All proposed alternate systems must comply with Section 2.1, letters B through F above. Submissions failing to comply with the aforementioned requirement shall be deemed as non-compliant.
- H. RELATED DOCUMENTS
1. Drawings and general provisions of Contract apply to this Section.
  2. Requirements of the following apply to this Section:
    - a. Basic Electrical Requirements
    - b. Basic Electrical Materials and Methods
- I. SUMMARY
1. This Section addresses the needs and requirements of the wireless clock system. It includes requirements for the wireless clock system components including, but not limited to, the following:
    - a. Master Clock with Wireless Transceiver
    - b. Secondary Analog Clock
- J. SYSTEM DESCRIPTION
1. General: Furnish and install all equipment, accessories, and materials in accordance with these specifications and drawings to provide a complete and operating wireless clock system.
- K. SUBMITTALS
1. General: Submit the following in accordance with Conditions of Contract
    - a. Sections:

- 1) Submit equipment prints, full electronic wiring diagrams and specifications sheets for each item specified herein. Provide a tabulation of the specification clearly comparing the submitted item with the specified item, being able to refer to all written expressed functions and capabilities. Specification sheets shall be submitted on all items.
  - (a) Shop drawings detailing wireless clock
  - (b) Wiring diagrams, detailing wiring for power, signal, and control.
  - (c) Submit wiring diagrams showing typical connections for all equipment.
  - (d) Submit a certificate of completion of installation and service training.

L. QUALITY ASSURANCE

1. All items of equipment shall be designed by the manufacturer to function as a complete system and shall be accompanied by the manufacturer's complete service notes and drawings detailing all interconnections.
2. The contractor shall be an established communications and electronics contractor that has had and currently maintains a locally run and operated business for at least three (3) years. The contractor shall utilize a duly authorized distributor of the equipment supplied for this project location with full manufacturer's warranty privileges.
3. The contractor shall show satisfactory evidence, upon request, that the supplier maintains a fully equipped service organization capable of furnishing adequate inspection and service to the system. The supplier shall maintain at his facility the necessary spare parts in the proper proportion as recommended by the manufacturer to maintain and service the equipment being supplied.
4. Electrical Component Standard: Provide work complying with applicable requirements of NFPA 70 "National Electrical Code" including, but not limited to:
  - a. Article 250, Grounding.
  - b. Article 300, Part A. Wiring Method.
  - c. Article 310, Conductors for General Wiring.
  - d. Article 725, Remote Control, Signaling Circuits.
  - e. Article 800, Communication Systems.
5. Installation and start up of all systems shall be under the direct supervision of a local agency regularly engaged in installation, repair, and maintenance of such systems. The supplier shall be accredited by the proposed equipment manufacturers.
6. The agency providing equipment shall be responsible for providing all specified equipment and mentioned services for all equipment as specified herein. The agency must be a local authorized distributor of all specified equipment for single source of responsibility and shall provide documents proving such. The agency must provide written proof that the agency is adequately staffed with factory-trained technicians for all of the specified equipment. The agency must have established business for and currently be providing all services for the equipment.
7. The contractor shall guarantee availability of local service by factory-trained personnel of all specified equipment from an authorized distributor of all equipment specified under this section. Maintenance shall be provided at no cost to the purchaser for a period of one (1) year (parts and labor) from date of acceptance unless damage or failure is caused by misuse, abuse, neglect, or accident. Additionally, all manufacturer supplied products must be covered by three (3) year (parts only) limited warranty from the date of acceptance. The warranty period shall begin on the date of purchase by the owner/engineer.
8. The contractor shall, at the owner's request, make available a service contract offering continuing factory authorized service of the system after the initial warranty period.
9. The supplier shall visit the sites and familiarize himself with the existing conditions and field requirements prior to submitting a proposal.
10. The contractor is responsible for all cost associated with proper installation, termination, configuration, programming, impedance and load matching of all system components.

11. The contractor shall provide all necessary masonry, covering, patching, and painting work in order to render any residue of the existing central equipment invisible. All finished surfaces shall be chosen in consultation with the Owner, to assure that the Owner's aesthetic preferences have been adhered to.
- M. DELIVERY, STORAGE, AND HANDLING
  1. Deliver products in factory boxes. Store in clean, dry space in original boxes. Protect products from fumes and construction traffic. Handle carefully to avoid damage.
- N. IN-SERVICE TRAINING
  1. The contractor shall provide training with this system. These sessions shall be broken into segments that will facilitate the training of individuals in the operation of this system. Operators Manuals and Users Guides shall be provided at the time of this training. Contractor shall provide a minimum of four hours of training by Manufacturer or Manufacturer certified individual(s) to Owner personnel.

## PART 2 – PRODUCTS

### 2.01 MANUFACTURERS

- A. The manufacturer shall be:
  1. Bogen Communications or approved equal  
50 Spring Street  
Ramsey, New Jersey 07466  
Phone: 201 – 995 - 2000  
Web: www.Bogen.com <<http://www.Bogen.com>>
  2. The Sapling Company, Inc is an approved manufacturer for items specified in this section  
1633 Republic Road  
Huntingdon Valley, PA 19006  
Phone: 215-322-6063  
Web: www.sapling-inc.com
  3. The new wireless clock systems shall each be a Bogen Communications Wireless Clock System or approved equal.
  4. The intent of this specification is to establish a standard of quality, function and features. It is the responsibility of the bidder to insure that the proposed product meets or exceeds every standard set forth in these specifications.
  5. The functions and features specified are vital to the operation of this facility, therefore, the acceptance of alternate manufacturers does not release the contractor from strict compliance with the requirements of this specification.
  6. The Contractor for this work shall be held to have read all of the Bidding Requirements, the General Requirements, and Contract Proposal Forms; and in the execution of this work, he will be bound by all of the conditions and requirements therein.
  7. The contractor shall be responsible for providing a complete functional system including all necessary components whether included in this specification or not.
  8. In preparing the bid, the bidder should consider the following:
    - a. No claim will be made against the owner for any costs incurred by the bidder for any equipment demonstrations which the Owner requests.
- B. SYSTEM REQUIREMENTS
  1. Wireless analog and/or digital clock system with interface capability to GPS, network, internet and existing systems such as: 58 minute, 59 minute, National Time & Rauland sync-wire, once a day reset, 2-wire digital communication and RS485 communication.
- C. SYSTEM
  1. The system can work as a stand alone system or in conjunction with an existing wired system and the system shall have interface capability to GPS, network, Internet and

- existing systems such as: 58 minute, 59 minute, National Time & Rauland sync-wire, once a day reset, 2-wire digital communication and RS485 communication.
2. The system shall be designed to work in an environment where cabling options are not available. The system shall be capable of working in 915-928 MHz frequency-hopping technology. The system shall be capable of automatic transmission of data along 51 alternating frequencies that allows for an enhanced signal, even if there is interference in one of the frequencies.
  3. Each clock in the system shall be capable of receiving and transmitting the wireless signal which allows it to be used as a repeater while boosting the data stream and sending along the system. With this dual capability there shall be no limit on the number of clocks that can be used in the installation. The clock shall be designed to automatically work together without interference with each other. The system shall be capable of increasing the quality of the signal while increasing the quantity of the clocks.
  4. The analog clocks shall be capable of working in one (1) of the following options:
    - a. Two (2) D cell batteries; the clock receives and transmits time every two (2) or four (4) hours, as selected by the user.
  5. The analog clock shall include automatic digital calibration for time base to minimize deviation from each other.
  6. The analog clock shall have a built-in close-loop system that will allow the clock to detect the position of the hands and bring the clock to the right time even if the clock were manually or forcefully altered.
  7. The analog clock shall have the capability for diagnostic function that will allow the user to view the quality of the signal, how long since the last time the clock received a signal, as well as functional tests of the electronics and the gears.
  8. The system shall operate in a license-free frequency range where no license is required.
- D. FCC APPROVAL
1. This equipment/system shall be tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in a commercial installation. This equipment generates uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:
    - a. Reorient or relocate the receiving antenna.
    - b. Increase the separation between the equipment and receiver.
    - c. Connect the equipment to an outlet on a circuit different from that to which the receiver is connected.
    - d. Consult the dealer or an experienced radio/TV technician.

## 2.02 PRODUCT

- A. Master Clock/Transceiver/Transmitter
1. BCMA 3000 Master Clock/Transceiver/Transmitter or Approved Equal
    - a. The Master Clock / Transmitter shall be the Bogen BCMA 3000 Series or approved equal. The master clock shall have a LED display, as well as a backlit, two row by twenty character LCD display. The transmitter shall be capable of transmitting data to the BCAL wireless analog clock and the BCBL wireless digital clock. The master clock shall be capable of receiving a signal from any SNTP time server via the Internet. The master clock shall have up to ten pre-programmed SNTP servers to use in case the clock does not receive time from one of the servers via a web interface. The transmitter will be capable of receiving signals from all Bogen Master Clocks via

RS485, as well as 59 minute correction, 58 minute correction, National Time and Rauland, and Dukane. The transmitter shall have the capability of transferring a wired system into a wireless system. The transmitter shall contain two clock circuits that have the capability to run synchronous wire systems such as 59 minute correction, 58 minute correction, National Time/Rauland or a once a day pulse for intercom systems.

The transmitter shall be capable of acting as a repeater while receiving a signal wired or wirelessly from the main transmitter. The master clock shall be programmed via the 16 button rubber tactile keypad. The transmitter shall be capable of interfacing with the SAM Series analog clock via the Converter Box, and the BCRM Series analog clock and SBD 1000 digital clock via RS485. The transmitter shall utilize 915–928 MHz frequency–hopping technology. The master clock shall be powered by 110VAC/60 Hz or 220VAC/50 Hz. The transmitter is pending FCC approval.

1) Master Clock Features

- (a) Relays (zones) - The master clock shall be capable of utilizing four or eight zones that can be used for bell scheduling, lights, etc. The zones shall be capable of being programmed via the 16 button rubber tactile keypad and LCD display.
- (b) Web Interface – The master clock shall be able to be programmed completely from a web interface that can be accessed through any typical web browser such as Microsoft Internet Explorer or Mozilla FireFox. The interface shall allow the user to program all bell schedules, events, display features, IP settings of the master clock and any system setting that the master clock has.
- (c) SNTP Server – The master clock shall have the capability to act as a SNTP server that other devices can point to in order to receive the time through SNTP protocol.
- (d) Countdown for Digital Clocks - The master clock shall be able to set the countdown time between events and have the digital clocks count down.

2. Analog Clocks

- a. The secondary clock shall be Bogen BCAL-2 Series wireless clock or approved equal. The clock will be capable of receiving a signal from multiple clocks. The clock shall receive and transmit with 915–928 MHz frequency–hopping technology. The clock is to be capable of transmitting the time simultaneously without interfering with each other. The clocks shall include automatic calibration, as well as a diagnostic function that allows the user to view the quality of the signal, the last time the clock received a correction signal, a gearbox test and a comprehensive analysis of the entire clock. The clock shall have a maximum correction time of five (5) minutes. The clock shall be capable of receiving a signal every 2 or 4 hours (battery model) or every minute (24V, 110V or 220V) option. It shall be designed to be used with the Bogen BCMA Series Master Clock or approved equal (with transmitter option) or the Bogen Repeater or approved equal, which can be regulated via Bogen wireless communication protocol or approved equal. Upon receipt of the wireless signal, the clock will immediately self–correct. The clock shall have a semi–flush smooth surface ABS case. The dial is to be made of durable polystyrene material. The crystal is to be shatterproof, side molded polycarbonate. Glass and visible molding marks are unacceptable. The clock shall have black hour and minute hands as well as a red second hand. The clock shall be FCC compliant, part 15 Section 15,247.

3. Digital Clocks

- a. The secondary clock shall be Bogen BCBL Series wireless digital clock or approved equal. The clock will be capable of receiving a signal from multiple clocks. The clock shall receive and transmit with 915–928 MHz frequency–hopping technology. The clock is to be capable of transmitting the time simultaneously without interfering with each other. The clocks shall include automatic calibration, as well as a diagnostic

function that allows the user to view the quality of the signal. It shall be designed to be used with the Bogen BCMA Series Master Clock or approved equal (with transmitter option) or the Bogen Repeater or approved equal, which can be regulated via Bogen wireless communication protocol or approved equal. Upon receipt of the wireless signal, the clock will immediately self-correct. The clock shall be UL and cUL 863 compliant, designed for wireless system. It shall also have the following features.

- 1) Display size: 4.0 inches
- 2) Digits: 6
- 3) Brightness: Display shall have four levels of brightness adjustment
- 4) Capable of receiving wireless signals every minute
- 5) Voltage 110V
- 6) Brightness scheduling capabilities for setting display vibrance at different times during the day
- 7) Elapsed Timer Interface: Input for receiving pulses to activate count up or countdown functions

**B. EXAMINATION**

1. Examine conditions, with the Installer present, for compliance with requirements and other conditions affecting the performance of the wireless clock system.
2. Do not proceed until unsatisfactory conditions have been corrected.

**C. INSTALLATION**

1. General:
  - a. Install system in accordance with applicable codes. Install equipment in accordance with manufacturer's written instructions.
2. Wiring Methods:
  - a. Conceal wiring except in unfinished spaces.
  - b. All new wiring on this project must be properly rated for the application.
  - c. Cable to the new devices at new locations shall be installed in a neat and workmanlike manner, following the standard procedures used in the electrical contracting trade.
  - d. Exposed wiring will not be permitted under any circumstances on this project.
  - e. Any wiring, which is considered sloppy by the Engineer, shall be strictly unacceptable.
  - f. Upon installation completion, a room-by-room test shall be conducted for every device in the system. A technician shall perform the test after school hours, and repairs shall be performed as needed at no cost to the Owner to any devices, which do not function correctly, including cable. A written room-by-room report following testing and repairs shall be prepared and submitted to the Engineer.

**D. FIELD QUALITY CONTROL**

1. Contractor Field Service:
  - a. Provide services of a service representative for this project location to supervise the field assembly and connection of components and the pre-testing, testing, and adjustment of the system.
2. Inspection
  - a. Make observations to verify that units and controls are properly labeled.
3. Testing:
  - a. Rectify deficiencies indicated by tests and completely re-test work affected by such deficiencies at the Contractor's expense. Verify by the system test that the total system meets the specifications and complies with applicable standards.

**2.03 COMMISSIONING**

- A. Train Owner's maintenance personnel in the procedures and schedules involved in operating, troubleshooting, servicing, and preventative maintenance of the system. Operators Manuals and Users Guides shall be provided at the time of this training.
- B. Schedule training with Owner through the Architect, with at least seven (7) days advance notice.
- C. CLEANING AND PROTECTION
  - 1. Prior to final acceptance, clean system components and protect from damage and deterioration.

**END OF SECTION**

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES