STATE OF DELAWARE
OMB/DIVISION OF FACILITIES MANAGEMENT
OMB/DFM PROJECT #MC3511000057A

SPECIFICATIONS
FOR

GHERT BUILDING - GAS CONVERSION

AT

STOCKLEY CAMPUS
26351 PATRIOTS WAY
GEORGETOWN, DELAWARE, 19947

PREPARED BY

NOT FOR BIDDING PUPORSES

DEDC
ENGINEERING | DESIGN | CONSULTING

ISSUED FOR BID
OCTOBER 2022
DEDC PROJECT # 20P368

NOT FOR BIDDING PUPORSES

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P501	PLUMBING - DETAILS

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SECTION 00 11 16
INVITATION TO BID

Sealed bids for **OMB/DFM Contract No. MC3511000057A – Ghert Building Gas Conversion** will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, Thomas Collins Building, 540 S. DuPont Highway, Suite 1 (Third Floor), Dover, DE 19901. The outer envelope should clearly indicate: **"OMB/DFM CONTRACT NO. MC3511000057A – Ghert Building Gas Conversion - SEALED BID - DO NOT OPEN."**

Bids will be accepted until 11:00 a.m. local time on Friday, November 18, 2022. Bids will be opened and read aloud at 11:00 a.m. local time on Friday, November 18, 2022 in the third floor conference room of the Thomas Collins Building, 540 S. DuPont Highway, Suite 1, Dover, DE 19901. Bidder bears the risk of late delivery. Any bids received after the stated time will be rejected and returned unopened.

Project involves the replacement of the existing HVAC and plumbing equipment servicing the Ghert Building from an electrical fuel source to natural gas.

A **MANDATORY** Pre-Bid Meeting will be held on Wednesday, November 2, 2022, at 9:00 a.m. at the Stockley Campus Maintenance conference room, 26351 Patriots Way, Georgetown, Delaware 19947. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Contract documents may be obtained at the office of DEDC, LLC, 315 S. Chapel Street, Newark, DE 19720, phone: (302) 738-7172, upon receipt of $75.00 per paper set and/or $25.00 per electronic set, both non-refundable. Checks are to be made payable to "DEDC, LLC".

Construction documents will be available for review at the following locations: DEDC, LLC

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

END OF INVITATION TO BID

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INSTRUCTIONS TO BIDDERS

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ARTICLE 1: GENERAL

1.1 DEFINITIONS

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

1.2 STATE: The State of Delaware.

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

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

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

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

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

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

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

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

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

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

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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.

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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.

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.

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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.

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

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

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

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

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.

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

4.2 BID SECURITY

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

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

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

4.3 SUBCONTRACTOR LIST

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

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

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and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

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

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

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

A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
B. The contractor employs 10 or more total employees.
C. The project is not a federal highway project

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

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

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

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4.7 PREVAILING WAGE REQUIREMENT

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

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

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

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

4.8 SUBMISSION OF BIDS

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

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

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

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

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

4.9 MODIFICATION OR WITHDRAW OF BIDS

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

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

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

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

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

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

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

5.2 COMPARISON OF BIDS

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

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;

NOT FOR BIDDING PURPOSES

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.

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

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

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

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

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

6.2 BUSINESS DESIGNATION FORM

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

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

NOT FOR BIDDING PURPOSES

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

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

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

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

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

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

END OF INSTRUCTIONS TO BIDDERS

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SECTION 00 41 13

BID FORM

For Bids Due: _____ **To:** Mr. Patrick McKenna
Construction Projects Manager
State of Delaware
Office of Management and Budget
540 South DuPont Highway, Suite 1
Dover, Delaware 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

A $30,000 thirty thousand dollar allowance shall be provided as part of the base bid of this project to cover miscellaneous items found during construction. Contractor shall use Allowance Authorization Form to document any allowance change orders. At closeout of the Contract, funds remaining in the Contingency allowance will be credited to Owner by Change Order.

Confirmed: _____
(Signature)

ALTERNATES

ALTERNATE No. 1: Contractor shall provide an additional 3 year extended warranty on all new equipment. Warranty shall cover the duration of 5 years after the date of project substantial completion. This warranty shall include parts and labor and all routine maintenance services on the equipment during the duration of the warranty.

Add/Deduct: _____
($)

NOT FOR BIDDING PUPORSES

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

NOT FOR BIDDING PURPOSES

ATTACHMENTS

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

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BIDDING PUPOPSES

BID FORM (Continued)

3.	Electrical			
	A.			
	B.			
	C.			
4.	Insulation			
	A.			
	B.			
	C.			
5.	Carpentry			
	A.			
	B.			
	C.			
6.	Roofing			
	A.			
	B.			
	C.			

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BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of OMB/DFM# MC3511000057R have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

_____

_____

E-MAIL: _____

PHONE NUMBER: _____

NOT FOR BIDDING PUPORSES

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.

AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM

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

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

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

NOT FOR BIDDING PUPORSES

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

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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

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SECTION 00 43 13
BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____ _____of _____ in the County of _____ _____and State of _____as **Principal**, and _____ _____ of _____ in the County of _____ and State of _____ as **Surety**, legally authorized to do business in the State of Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____ _____ Dollars ($_____), or _____ percent not to exceed _____ _____ Dollars ($_____) of amount of bid on Contract No. MC3511000057R, to be paid to the **State** for the use and benefit of the Office of Management and Budget for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

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

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

SEALED, AND DELIVERED IN THE
Presence of

_____
Name of Bidder (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____

_____
Title

_____
Name of Surety

Witness:_____ By: _____

_____
Title

END OF SECTION

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

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

END OF SECTION

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DRAFT AIA® Document A101™ – 2017

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

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

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

« »« »
« »
« »
« »

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

« »« »
« »
« »
« »

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

«testing»
«»
«»

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

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

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

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

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

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[« »] The date of this Agreement.

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

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

« »

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

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

§ 3.3 Substantial Completion

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

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

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User Notes: (1278371941)

[« »] By the following date: « »

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «Zero Dollars and Zero Cents» ($ «0.00»), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

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

« »

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

« »

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DRAFT

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

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

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

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

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

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

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

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

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

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

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

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

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

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

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

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

« »

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

« »

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

« »

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

« »

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

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

§ 5.2 Final Payment

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

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

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

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

« »

§ 5.3 Interest

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

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

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§ 6.2 Binding Dispute Resolution

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

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

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

« »

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

« »
« »
« »
« »
« »
« »

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

« »
« »
« »
« »
« »
« »

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

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§ 8.5 Insurance and Bonds

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

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

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

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

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

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

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

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

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

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

« »

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[« »] The Sustainability Plan:

Title	Date	Pages

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

Document	Title	Date	Pages

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

« »

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

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

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DRAFT AIA® Document A101™ – 2017 Exhibit A

Insurance and Bonds

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

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

«»
«»

THE OWNER:
(Name, legal status and address)

« »« »
« »

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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

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

Causes of Loss	Sub-Limit

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

Coverage	Sub-Limit

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

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

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

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

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

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

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

« »

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

« »

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

« »

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

« »

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

« »

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

« »

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

« »

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

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

« »

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

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

« »

§ A.3.2.2 Commercial General Liability

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

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

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

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

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

§ A.3.3 Contractor's Other Insurance Coverage

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

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

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

« »

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

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

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

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

[« »] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

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§ A.3.4 Performance Bond and Payment Bond

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

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

« »

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

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

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

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

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 7: TERMINATION or SUSPENSION

7.1.1 Delete paragraph 7.1.1 in its entirety.

ARTICLE 8: MISCELLANEOUS PROVISIONS

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

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

END OF SECTION

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

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

ARTICLE A.2 OWNER'S INSURANCE

A.2.1 General

Delete paragraph A.2.1 in its entirety.

A.2.2 Liability Insurance

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

A.2.3 Required Property Insurance

Delete paragraph A.2.3 in its entirety.

A.2.4 Optional Extended Property Insurance

Delete paragraph A.2.4 in its entirety.

A.2.5 Other Optional Insurance

Delete paragraph A.2.5 in its entirety.

ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS

A.3.1.3 Additional Insured Obligations

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

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

Delete the second sentence in its entirety.

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

END OF SECTION

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SECTION 00 61 13.13
PERFORMANCE BOND

Bond Number: _____

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

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. MC3511000057R dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

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

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

END OF SECTION

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SECTION 00 61 13.16
PAYMENT BOND

Bond Number: _____

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

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. MC3511000057R dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

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

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

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

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

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

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

(Corporate Seal)

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END OF SECTION

SECTION 00 62 76
APPLICATION AND CERTIFICATE FOR PAYMENT

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

END OF SECTION

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AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: State of Delaware
PROJECT:
APPLICATION NO: 001
PERIOD TO:
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: / /

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

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

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

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

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 0.00

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

ARCHITECT:
By: _____ Date: _____

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

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AIA® Document G703™ – 1992

Continuation Sheet

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

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

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

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ALLOWANCE AUTHORIZATION

Project:

Architect: **Project No.**

Contractor:

AAA No.: **Initiation Date:**

The Allowance is allocated as follows:

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

Recommended by:
Architect

By (Signature): _____
Date: _____

Accepted by:
Contractor

By (Signature): _____
Date: _____

Approved by:
Owner

By (Signature): _____
Date: _____

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CLOSEOUT FORMS

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

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

END OF SECTION

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AIA® Document G704™ – 2017

Certificate of Substantial Completion

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

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

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

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

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

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

Cost estimate of Work to be completed or corrected: $

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

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

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

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

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

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate Attachment ☐ Yes ☐ No

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

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

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

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

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

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

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

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

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

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

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

, OWNER,

as set forth in said Surety's bond.

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

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

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SECTION 00 72 13
GENERAL CONDITIONS TO THE CONTRACT

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

END OF SECTION

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AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

«testing»
«»

THE OWNER:
(Name, legal status and address)

« »« »
« »

THE ARCHITECT:
(Name, legal status and address)

« »« »
« »

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

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

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

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

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

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

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§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

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§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and

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other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

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ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

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§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

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correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

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

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§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

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

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker

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and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

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SECTION 00 73 13
SUPPLEMENTARY GENERAL CONDITIONS A201-2017

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
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13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

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ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

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

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

Add the following Section:

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

1.1.8 INITIAL DECISION MAKER

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

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

Add the following Sections:

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

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

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

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

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

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

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the

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Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp."

Strike Section 1.5.2 in its entirety.

1.7 DIGITAL DATA USE AND TRANSMISSION

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

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

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Strike Section 1.8 in its entirety.

ARTICLE 2: OWNER

2.2 EVIDENCE OF THE OWNERS FINANCIAL ARRANGEMENTS

Strike Section 2.2 in its entirety.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.3 Strike 2.3.3 in its entirety.

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

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

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

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

2.5 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

3.2.4 Strike the third sentence.

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3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

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

"3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials, or as otherwise identified by the specifications. Consult the Owner and the Architect before storing any materials."

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

3.4 LABOR AND MATERIALS

Add the Following Sections:

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

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

3.5 WARRANTY

Add the following Sections:

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

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

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

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

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

3.8 ALLOWANCES

Add the following Section:

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

3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

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

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Sections:

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

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

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

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.7 Strike the first sentence and replace with the following:

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

4.2.7 Strike the second sentence and replace with the following:

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

Add the following Section:

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

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

ARTICLE 5: SUBCONTRACTORS

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

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

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

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

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

Add the following Section:

"5.2.5 The Contractor shall comply and shall ensure all Subcontractors comply with all requirements for drug testing as set forth in TITLE 19 LABOR DELAWARE ADMINISTRATIVE CODE 4000 Office of Management and Budget 4100 Division of Facilities Management **4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects."**

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ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

6.1.4 Strike Section 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

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

ARTICLE 7: CHANGES IN THE WORK

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

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

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

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

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following Section:

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

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

8.2.4 Add the following Section:

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

8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Section:

"8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to

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comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause."

Strike Section 8.3.3 in its entirety and replace with the following:

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

Add the following Section:

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Sections:

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

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

9.3 APPLICATIONS FOR PAYMENT

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

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

Add the following Sections:

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

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

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following Subsections to 9.5.1:

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

9.6 PROGRESS PAYMENTS

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

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

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

9.7 FAILURE OF PAYMENT

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

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

9.8 SUBSTANTIAL COMPLETION

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

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

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

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

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 Strike the the first sentence and replace with the following (the remainder of the Section remains as written):
"The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use authorized by public authorities having jurisdiction over the Project."

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

9.10.4.4 Strike “if permitted by the Contract Documents,”

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Sections:

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

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

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Section:

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

10.2.5 Strike the second sentence in its entirety.

10.3 HAZARDOUS MATERIALS AND SUBSTANCES

10.3.3 Strike Section 10.3.3 in its entirety.

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

10.3.6 Strike Section 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR’S INSURANCE AND BONDS

11.1.1 Strike “Owner” from the the third sentence .

11.2 OWNER’S LIABILITY INSURANCE

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

11.3 WAIVERS OF SUBROGATION

Delete Section 11.3 in its entirety

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

Delete Section 11.4 in its entirety

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Section:

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

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

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

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

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike the last sentence.

13.4 TESTS AND INSPECTIONS

13.4.1 Strike the last sentence and replace with the following:

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

13.5 INTEREST

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

Insert the following Section:

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"13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

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

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

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.2 Strike "Adjustment of the Contract Sum shall include profit".

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.2 TIME LIMITS ON CLAIMS

Strike the last sentence.

15.1.3 NOTICE OF CLAIM

Strike all references to "21" and replace with "45".

15.1.5 CLAIMS FOR ADDITIONAL COSTS

Strike the first sentence and replace with the following:

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

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

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Strike Section 15.1.7 in its entirety.

15.2 INITIAL DECISION

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

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

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

15.2.6 Strike Section 15.2.6 and its subSections in their entirety.

15.3 MEDIATION

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

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

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

15.3.3 Strike Section 15.3.3 in its entirety.

15.4 ARBITRATION

Strike Section 15.4 and its Subsections in their entirety.

END OF SECTION

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SECTION 00 73 46
WAGE RATE DETERMINATION SCHEDULE

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

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STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 761-8327

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

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

PREVAILING WAGES FOR **BUILDING CONSTRUCTION** EFFECTIVE MARCH 15, 2022

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	25.81	31.79	46.27
BOILERMAKERS	77.28	39.21	57.64
BRICKLAYERS	61.64	61.64	61.64
CARPENTERS	58.31	58.31	46.55
CEMENT FINISHERS	81.52	57.97	25.02
ELECTRICAL LINE WORKERS	51.33	44.02	33.56
ELECTRICIANS	76.72	76.72	76.72
ELEVATOR CONSTRUCTORS	106.08	72.81	92.00
GLAZIERS	80.05	80.05	63.96
INSULATORS	63.53	63.53	63.53
IRON WORKERS	72.06	72.06	72.06
LABORERS	51.90	51.90	51.90
MILLWRIGHTS	80.13	80.13	64.33
PAINTERS	56.20	56.20	56.20
PILEDRIVERS	81.87	44.43	35.93
PLASTERERS	33.69	33.69	24.97
PLUMBERS/PIPEFITTERS/STEAMFITTERS	74.05	71.65	65.81
POWER EQUIPMENT OPERATORS	77.29	77.29	77.29
ROOFERS-COMPOSITION	27.98	28.10	27.25
ROOFERS-SHINGLE/SLATE/TILE	20.76	24.69	19.42
SHEET METAL WORKERS	80.03	80.03	80.03
SOFT FLOOR LAYERS	56.81	56.81	56.81
SPRINKLER FITTERS	65.57	65.57	65.57
TERRAZZO/MARBLE/TILE FNRS	69.16	69.16	70.74
TERRAZZO/MARBLE/TILE STRS	76.82	76.82	78.45
TRUCK DRIVERS	49.14	30.97	24.11

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CERTIFIED: 3/21/2022 BY: _____
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 761-8327.

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

PROJECT: MC3511000057R Stockley Campus - Ghert Building Gas Conversion, Sussex County

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SECTION 00 81 13
GENERAL REQUIREMENTS

TABLE OF ARTICLES

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7. CHANGES IN THE WORK

8. TIME

9. PAYMENTS AND COMPLETION

10. PROTECTION OF PERSONS AND PROPERTY

11. INSURANCE AND BONDS

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13. MISCELLANEOUS PROVISIONS

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ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

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

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

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

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

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

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

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

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

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

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

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

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

3.11 STATE LICENSE AND TAX REQUIREMENTS

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

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

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

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT SURETY

4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

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

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

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

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

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

4.2 FAILURE TO COMPLY WITH CONTRACT

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

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

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

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

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4.4 RIGHT TO AUDIT RECORDS

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

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

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

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

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

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

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

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

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

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

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

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

A. Is unqualified to perform the work required;

B. Has failed to execute a timely reasonable Subcontract;

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

D. Is no longer engaged in such business.

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

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

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

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

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

5.3 ASBESTOS ABATEMENT

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

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

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

5.5 CONTRACT PERFORMANCE

5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a

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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 prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is $50/hour, the DPE would be $67.50/hour (50 x 1.35).

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

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

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ARTICLE 8: TIME

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

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

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

8.4 SUSPENSION AND DEBARMENT

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

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

8.5 RETAINAGE

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

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

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

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

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

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

9.2 PARTIAL PAYMENTS

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

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

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

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

9.3 SUBSTANTIAL COMPLETION

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

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

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

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9.4 FINAL PAYMENT

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

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

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

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

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

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

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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, may be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

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

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

11.7.1 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

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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

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

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

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

13.2 DIMENSIONS

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

13.3 LABORATORY TESTS

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

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

13.4 ARCHAEOLOGICAL EVIDENCE

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

13.5 GLASS REPLACEMENT AND CLEANING

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

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13.6 WARRANTY

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

ARTICLE 14: TERMINATION OF CONTRACT

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

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

END OF SECTION

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SECTION 00 81 14
DRUG TESTING FORMS

The Office of Management and Budget (OMB) has developed the 4014 regulations as part of the Delaware Code that requires Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 **Del.C.** 6908(a))6). The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into this Contract awarded pursuant to 29 **Del.C.** 6962. Sample copies of Testing report Forms maintained and/or submitted pursuant to the requirements of 4104 regulations for this Project are included herewith.

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EMPLOYEE DRUG TESTING REPORT FORM

Period Ending:_____

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds maintain testing data that includes but is not limited to the data elements below.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____
_____
_____

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

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

Number of Negative Results _____ Number of Positive Results _____

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

Date: _____

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This form is not required to be submitted to the Owner. Included as a reference to show information required to be maintained by the Contractor. The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor's or Subcontractor's offices (or by other means to make the data available for inspection by the Owner).

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EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS

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

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____
_____
_____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

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

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

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

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

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

END OF SECTION

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AFFIDAVIT OF
CRAFT TRAINING COMPLIANCE

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs or, if the contractor and/or subcontractor meets the requirements under Title 29, Chapter 69, Section 6960A.(b)(1)c.1.-3., payment may be made in accordance with Title 29, Chapter 69, Section 6960A.(b)(1)d. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at: https://laborfiles.delaware.gov/main/det/apprenticeship/DE%20Craft%20Training%20Occupation%20List%20Effective%20March%201%202022.pdf. If you have questions regarding craft training programs, please submit all questions in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. ***This Affidavit of Craft Training Compliance must be submitted prior to contract execution***.

In accordance with Title 29, Chapter 69, Section 6960A.(a)(1), a contract relating to a public works project under § 6962 of Title 29 must include a craft training program for each craft in the project if at the time the contractor executes a public works contract, all of the following apply:

a. A project meets the prevailing wage requirement under Section 6960 of Title 29.
b. The contractor employs 10 or more total employees.
c. The project is not a federal highway project, except for the project under Section 6962(c)(11) of Title 29.
d. There is an apprenticeship program for a craft in the project on the list of crafts under Section 204(b)(2) of Title 19.

Pursuant to Title 29, Chapter 69, Section 6960A.(a)(2), ***a contractor must commit that all subcontractors provide craft training*** if paragraph (a)(1) of this section applies to the subcontractor. Failure to provide required craft training or payment on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6960A.(d)(1)-(3).

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Craft(s): _____

Contractor Name: _____

Contractor Address: _____

_____

_____

Contractor Program Registration Number(s) _____
On this line also indicate whether DE, Other State (identify) or US Registration Number

Or

☐ **A payment has been made in the amount established under Section 204(b)(2)b.2. of Title 19, for the craft into the Delaware Department of Labor's Apprenticeship and Training Fund.**

Or

☐ **Craft Training requirements are not applicable because:**

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

State of Delaware)
) ss:
County of _____)

Before me, a notary public, in and for said county and state, personally appeared, _____, who acknowledged to me that she/he did execute the foregoing instrument on behalf of _____.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____ 20___.

_____
Notary Public

Commission Expires _____

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THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED.

SECTION 01 10 00 - SUMMARY

PART 1 GENERAL

1.01 PROJECT

A. Project Name: Ghert Building Gas Conversion.

B. Owner's Name: State of Delaware DHSS - Department of Health and Social Services

C. The Project consists of the conversion of existing HVAC and plumbing equipment servicing the Ghert Building from an electric fuel source to natural gas.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 13 - Standard Form of Agreement Between Owner and Contractor.

1.03 DESCRIPTION OF WORK

A. Plumbing: Alter existing and add new construction.

B. HVAC: Alter existing and add new construction.

C. Electrical Power and Lighting: Alter existing and add new construction.

1.04 OWNER OCCUPANCY

A. State of Delaware DHSS - Department of Health and Social Services intends to continue to occupy adjacent portions of the existing building during the entire construction period.

B. State of Delaware DHSS - Department of Health and Social Services intends to occupy the Project upon Substantial Completion.

C. Cooperate with State of Delaware DHSS - Department of Health and Social Services to minimize conflict and to facilitate continuation of normal State of Delaware DHSS - Department of Health and Social Services's operations.

D. Schedule the Work to accommodate State of Delaware DHSS - Department of Health and Social Services occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

A. Provide access to and from site as required by law and by State of Delaware DHSS - Department of Health and Social Services:
   1. Emergency Building Exits During Construction: Keep all exits required by code clear and open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.

B. Utility Outages and Shutdown:
   1. Limit disruption of utility services to hours the building is unoccupied.
   2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to State of Delaware DHSS - Department of Health and Social Services and authorities having jurisdiction.
   3. Prevent accidental disruption of utility services to other facilities.

1.06 PROJECT WORK HOURS

A. Contractor work hours on this project shall be from 8:00 a.m. to 4:30 p.m. Monday through Friday unless otherwise noted. Contractors to coordinate work schedule with State Holidays. Contractor shall not work on site during State holidays unless otherwise noted by the Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

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

B. Change procedures.

1.02 SCHEDULE OF VALUES

A. Forms to be used: AIA G703.

B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to DEDC, LLC for approval.

C. Forms shall be typed. Forms filled out by hand will not be accepted.

D. Submit Schedule of Values in duplicate within 5 days after date of Pre-Construction Meeting.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement.

B. Use Form AIA G702 & G703.

C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to DEDC, LLC for approval.

D. Forms shall be typed. Forms filled out by hand will not be accepted.

E. Execute certification by signature of authorized officer.

F. Submit one electronic and three hard-copies of each Application for Payment.

G. Include the following with the application:
   1. OMB/DFM Project Number.
   2. Contractors Purchase Order Number from the State.
   3. Transmittal letter as specified for submittals in Section 01 30 00.

1.04 MODIFICATION PROCEDURES

A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, DEDC, LLC will issue instructions directly to Contractor.

B. For other required changes, DEDC, LLC will issue a document signed by State of Delaware DHSS - Department of Health and Social Services instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
   1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
   2. Promptly execute the change.

C. For changes for which advance pricing is desired, DEDC, LLC will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 days.

D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.

E. Execution of Change Orders: DEDC, LLC will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

F. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

G. Promptly revise progress schedules to reflect any change in Contract Time, and revise sub-schedules to adjust times for other items of work affected by the change.

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H. Promptly enter changes in Project Record Documents.

1.05 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

B. Application for Final Payment will not be considered until the following have been accomplished:
   1. All closeout procedures specified in Section 01 70 00.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 21 00 - ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Contingency allowance.

1.02 RELATED REQUIREMENTS

A. State of Delaware Front End Documents Division 0

B. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 CONTINGENCY ALLOWANCE

A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.

B. Funds will be drawn from the Contingency Allowance only by Approved Allowance Authorization Form (Section 00 63 73) or Change Order.

C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.04 ALLOWANCES SCHEDULE

A. Contingency Allowance: Include the stipulated sum/price of $30,000.00 for use upon Owner's instructions for miscellaneous items found during construction.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 23 00 - ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of Alternates.

1.02 RELATED REQUIREMENTS

A. State of Delaware Front End Documents Division 0

1.03 ACCEPTANCE OF ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at State of Delaware DHSS - Department of Health and Social Services's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF ALTERNATES

A. Alternate #1: Contractor shall provide an additional 3 year extended warranty on all new equipment. Warranty shall cover the duration of 5 years after the date of project substantial completion. This warranty shall include parts and labor and all routine maintenance services on the equipment during the duration of the warranty.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections include the following:
   1. Division 01 Section 01 60 00 "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.03 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.04 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
   2. Within time specified in Proposal Request, but no more than 20 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
   1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
   2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   4. Include costs of labor and supervision directly attributable to the change.
   5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

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6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.05 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.06 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
   1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
   1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.07 P2 PRODUCTS (NOT USED)

1.08 P3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General administrative requirements.

B. Preconstruction meeting.

C. Progress meetings.

D. Construction progress schedule.

E. Progress photographs.

F. Coordination drawings.

G. Submittals for review, information, and project closeout.

H. Number of copies of submittals.

I. Submittal procedures.

1.02 RELATED REQUIREMENTS

A. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.

B. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

C. Section 01 91 13 - General Commissioning Requirements: Additional procedures for submittals relating to commissioning.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

1.04 PROJECT COORDINATOR

A. Project Coordinator: State of Delaware's Project Manager and DEDC.

B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.

C. During construction, coordinate use of site and facilities through the Project Coordinator.

D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in

F. Coordinate field engineering and layout work under instructions of the Project Coordinator.

G. Make the following types of submittals to DEDC, LLC through the Project Coordinator:
   1. Requests for Interpretation.
   2. Requests for substitution.
   3. Shop drawings, product data, and samples.
   4. Test and inspection reports.
   5. Manufacturer's instructions and field reports.
   6. Applications for payment and change order requests.
   7. Progress schedules.
   8. Coordination drawings.
   9. Closeout submittals.

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PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

A. State of Delaware DHSS - Department of Health and Social Services will schedule a meeting after Notice of Award.

B. Attendance Required:
   1. State of Delaware DHSS - Department of Health and Social Services.
   2. DEDC, LLC.
   3. Contractor.

C. Agenda:
   1. Execution of State of Delaware DHSS - Department of Health and Social Services-Contractor Agreement.
   2. Designation of personnel representing the parties to Contract and DEDC, LLC.
   3. Designation of personnel representing the parties to Contract, owner, and DEDC, LLC.
   4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   5. Scheduling.

3.02 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.

B. DEDC, LLC will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required:
   1. Contractor.
   2. State of Delaware DHSS - Department of Health and Social Services.
   3. DEDC, LLC.
   4. Contractor's superintendent.
   5. Major subcontractors.

D. Contractor shall provide a 3-week look ahead schedule in writing at each meeting and be prepared to review with attendees.

E. Agenda:
   1. Review minutes of previous meetings.
   2. Review of work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems that impede, or will impede, planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Maintenance of progress schedule.
   7. Review contractor's 3 week look ahead schedule.
   8. Corrective measures to regain projected schedules.
   9. Planned progress during succeeding work period.
   10. Maintenance of quality and work standards.
   11. Effect of proposed changes on progress schedule and coordination.
   12. Other business relating to work.

3.03 CONSTRUCTION PROGRESS SCHEDULE

A. If preliminary construction progress schedule requires revision after review, submit revised schedule within 10 days.

B. Within 20 days after review of preliminary construction progress schedule, submit draft of proposed final schedule for review.

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1. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.

C. Within 10 days after joint review, submit final schedule.

D. Submit updated schedule with each Application for Payment.

3.04 PROGRESS PHOTOGRAPHS

A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.

B. Photography Type: Digital; electronic files.

C. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to DEDC, LLC.

D. In addition to periodic, recurring views, take photographs of each of the following events:

E. Views:
1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
2. Consult with DEDC, LLC for instructions on views required.
3. Provide factual presentation.
4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.

F. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
1. Delivery Medium: On photo CD.
2. File Naming: Include project identification, date and time of view, and view identification.
3. Point of View Sketch: Include digital copy of point of view sketch with each electronic submittal; include point of view identification in each photo file name.

3.05 COORDINATION DRAWINGS

A. Provide information required by Project Coordinator for preparation of coordination drawings.

3.06 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
1. Product data.
2. Shop drawings.
3. Samples for selection.
4. Samples for verification.

B. Submit to DEDC, LLC for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.

C. Samples will be reviewed 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.

3.07 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
1. Design data.
2. Certificates.
3. Test reports.
4. Inspection reports.
5. Manufacturer's instructions.
6. Manufacturer's field reports.
7. Other types indicated.

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B. Submit for DEDC, LLC's knowledge as contract administrator or for State of Delaware DHSS - Department of Health and Social Services.

3.08 SUBMITTALS FOR PROJECT CLOSEOUT

A. Submit Correction Punch List for Substantial Completion.

B. Submit Final Correction Punch List for Substantial Completion.

C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
   1. Project record documents.
   2. Operation and maintenance data.
   3. Warranties.
   4. Bonds.
   5. Other types as indicated.

D. Submit for State of Delaware DHSS - Department of Health and Social Services's benefit during and after project completion.

3.09 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Review:
   1. Small Size Sheets, Not Larger Than 8-1/2 by 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by DEDC, LLC.

B. Documents for Information: Submit one copy.

C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.

D. Samples: Submit the number specified in individual specification sections; one of which will be retained by DEDC, LLC.
   1. After review, produce duplicates.
   2. Retained samples will not be returned to Contractor unless specifically so stated.

3.10 SUBMITTAL PROCEDURES

A. General Requirements:

B. Transmit each submittal with approved form.

END OF SECTION

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SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittals.

B. Testing and inspection agencies and services.

C. Control of installation.

D. Manufacturers' field services.

E. Defect Assessment.

F. Warranty

1.02 RELATED REQUIREMENTS

A. Section 01 30 00 - Administrative Requirements: Submittal procedures.

B. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

A. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation, 2014.

1.04 SUBMITTALS

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

B. Design Data: Submit for DEDC, LLC's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for State of Delaware DHSS - Department of Health and Social Services's information.

C. Test Reports: After each test/inspection, promptly submit two copies of report to DEDC, LLC and to Contractor.

1. Include:
    a. Date issued.
    b. Project title and number.
    c. Name of inspector.
    d. Date and time of sampling or inspection.
    e. Identification of product and specifications section.
    f. Location in the Project.
    g. Type of test/inspection.
    h. Date of test/inspection.
    i. Results of test/inspection.
    j. Compliance with Contract Documents.
    k. When requested by DEDC, LLC, provide interpretation of results.

1.05 TESTING AND INSPECTION AGENCIES AND SERVICES

A. State of Delaware DHSS - Department of Health and Social Services will employ and pay for services of an independent testing agency to perform other specified testing.

B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

NOT FOR BIDDING PURPOSES

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from DEDC, LLC before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TESTING AND INSPECTION

A. Testing Agency Duties:
   1. Provide qualified personnel at site. Cooperate with DEDC, LLC and Contractor in performance of services.
   2. Perform specified sampling and testing of products in accordance with specified standards.
   3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   4. Promptly notify DEDC, LLC and Contractor of observed irregularities or non-compliance of Work or products.
   5. Perform additional tests and inspections required by DEDC, LLC.
   6. Submit reports of all tests/inspections specified.

B. Limits on Testing/Inspection Agency Authority:
   1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency may not approve or accept any portion of the Work.
   3. Agency may not assume any duties of Contractor.
   4. Agency has no authority to stop the Work.

C. Contractor Responsibilities:
   1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
   2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
   3. Provide incidental labor and facilities:
      a. To provide access to Work to be tested/inspected.
      b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
      c. To facilitate tests/inspections.
      d. To provide storage and curing of test samples.
   4. Notify DEDC, LLC and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
   5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
   6. Arrange with State of Delaware DHSS - Department of Health and Social Services's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by DEDC, LLC.

E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

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3.03 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.04 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not complying with specified requirements.

B. If, in the opinion of DEDC, LLC, it is not practical to remove and replace the work, DEDC, LLC will direct an appropriate remedy or adjust payment.

3.05 WARRANTY

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

B. 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.

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

D. 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.

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

END OF SECTION

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SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary utilities.

B. Temporary sanitary facilities.

C. Vehicular access and parking.

D. Waste removal facilities and services.

1.02 TEMPORARY UTILITIES

A. Existing water and electrical facilities may be used.

1.03 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

B. Use of existing facilities is not permitted.

C. Maintain daily in clean and sanitary condition.

1.04 VEHICULAR ACCESS AND PARKING

A. Coordinate access and haul routes with governing authorities and State of Delaware DHSS - Department of Health and Social Services.

B. Provide and maintain access to fire hydrants, free of obstructions.

C. Provide means of removing mud from vehicle wheels before entering streets.

D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.05 WASTE REMOVAL

A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

B. Provide containers with lids. Remove trash from site periodically.

C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General product requirements.

B. Re-use of existing products.

C. Transportation, handling, storage and protection.

D. Product option requirements.

E. Substitution "or Equal" limitations and procedures.

F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

A. Document Instructions to Bidders: Product options and substitution procedures prior to bid date.

B. Section 01 10 00 - Summary:

C. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

D. Section 01 40 00 - Quality Requirements: Product quality monitoring.

E. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 REFERENCE STANDARDS

A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.

B. Unforeseen historic items encountered remain the property of the State of Delaware DHSS - Department of Health and Social Services; notify State of Delaware DHSS - Department of Health and Social Services promptly upon discovery; protect, remove, handle, and store as directed by State of Delaware DHSS - Department of Health and Social Services.

C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the State of Delaware DHSS - Department of Health and Social Services, or otherwise indicated as to remain the property of the State of Delaware DHSS - Department of Health and Social Services, become the property of the Contractor; remove from site.

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D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

E. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is not prohibited.
   1. See Section 01 10 00 for list of items required to be salvaged for reuse and relocation.

2.02 NEW PRODUCTS

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

B. Use of products having any of the following characteristics is not permitted:
   1. Made using or containing CFC's or HCFC's.
   2. Containing lead, cadmium, or asbestos.

C. Where other criteria are met, Contractor shall give preference to products that:
   1. Are extracted, harvested, and/or manufactured closer to the location of the project.
   2. Have longer documented life span under normal use.
   3. Result in less construction waste. See Section 01 74 19
   4. Are made of vegetable materials that are rapidly renewable.
   5. Are made of recycled materials.

D. Provide interchangeable components by the same manufacture for components being replaced.

E. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.

F. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.03 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with this specification.

2.04 MAINTENANCE MATERIALS

A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

A. See Section 01 25 00 - Substitution Procedures.

B. The intent of this process is to allow for manufacturers not listed to provide an "Equal" product to DEDC, LLC for review and approval. This process must take place prior to award of bid.

C. A request for substitution constitutes a representation that the submitter:
   1. Has investigated proper clearances and working spaces for substituted equipement and waives claims for additional costs or time extension that may subsequently become apparent. These phyical differneces must be pointed out at the time of the submittal.

3.02 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

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C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 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. See Section 01 74 19.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

G. Comply with manufacturer's warranty conditions, if any.

H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

I. Prevent contact with material that may cause corrosion, discoloration, or staining.

J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

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SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.

B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.

C. Pre-installation meetings.

D. Cutting and patching.

E. Cleaning and protection.

F. Starting of systems and equipment.

G. Demonstration and instruction of State of Delaware DHSS - Department of Health and Social Services personnel.

H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

I. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.

B. Section 01 30 00 - Administrative Requirements: Submittals procedures, Electronic document submittal service.

C. Section 01 74 19 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.

D. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

E. Section 01 79 00 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections

F. Section 01 91 13 - General Commissioning Requirements: Contractor's responsibilities in regard to commissioning.

G. Section 07 84 00 - Firestopping.

1.03 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

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

B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   4. Visual qualities of sight exposed elements.
   5. Work of State of Delaware DHSS - Department of Health and Social Services or separate Contractor.
   6. Include in request:
      a. Identification of Project.
      b. Location and description of affected work.
      c. Necessity for cutting or alteration.
      d. Description of proposed work and products to be used.

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e. Effect on work of State of Delaware DHSS - Department of Health and Social Services or separate Contractor.
f. Written permission of affected separate Contractor.
g. Date and time work will be executed.

C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 PROJECT CONDITIONS

A. Use of explosives is not permitted.

B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
1. Provide dust-proof barriers between construction areas and areas continuing to be occupied.

D. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
1. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
2. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am.

E. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.

1.06 COORDINATION

A. See Section 01 10 00 for occupancy-related requirements.

B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

C. Notify affected utility companies and comply with their requirements.

D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

G. Coordinate completion and clean-up of work of separate sections.

H. After State of Delaware DHSS - Department of Health and Social Services occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of State of Delaware DHSS - Department of Health and Social Services's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

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PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.

B. Require attendance of parties directly affecting, or affected by, work of the specific section.

C. Notify DEDC, LLC four days in advance of meeting date.

D. Prepare agenda and preside at meeting:
   1. Review conditions of examination, preparation and installation procedures.
   2. Review coordination with related work.

E. Record minutes and distribute copies within two days after meeting to participants, with two copies to DEDC, LLC, State of Delaware DHSS - Department of Health and Social Services, participants, and those affected by decisions made.

3.04 GENERAL INSTALLATION REQUIREMENTS

A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
   1. Verify that construction and utility arrangements are as indicated.
   2. Report discrepancies to DEDC, LLC before disturbing existing installation.
   3. Beginning of alterations work constitutes acceptance of existing conditions.

NOT FOR BIDDING PURPOSES

B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
   1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
   2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.

C. Remove existing work as indicated and as required to accomplish new work.
   1. Remove items indicated on drawings.
   2. Relocate items indicated on drawings.
   3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
   4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
   2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
   3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
      a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
      b. See Section 01 10 00 for other limitations on outages and required notifications.
      c. Provide temporary connections as required to maintain existing systems in service.
   4. Verify that abandoned services serve only abandoned facilities.
   5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

E. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.

F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
   1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to DEDC, LLC.

G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

H. Refinish existing surfaces as indicated:
   1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
   2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

NOT FOR BIDDING PURPOSES

I. Clean existing systems and equipment.

J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

K. Do not begin new construction in alterations areas before demolition is complete.

L. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. See Alterations article above for additional requirements.

C. Perform whatever cutting and patching is necessary to:
   1. Complete the work.
   2. Fit products together to integrate with other work.
   3. Provide openings for penetration of mechanical, electrical, and other services.
   4. Match work that has been cut to adjacent work.
   5. Repair areas adjacent to cuts to required condition.
   6. Repair new work damaged by subsequent work.
   7. Remove samples of installed work for testing when requested.
   8. Remove and replace defective and non-complying work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

G. Restore work with new products in accordance with requirements of Contract Documents.

H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.

J. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

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3.08 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.09 SYSTEM STARTUP

A. Coordinate schedule for start-up of various equipment and systems.

B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.

C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

D. Verify that wiring and support components for equipment are complete and tested.

E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 DEMONSTRATION AND INSTRUCTION

A. See Section 01 79 00 - Demonstration and Training.

3.11 ADJUSTING

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

3.12 FINAL CLEANING

A. Use cleaning materials that are nonhazardous.

B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

E. Clean filters of operating equipment.

F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and all new equipment..

G. Clean site; sweep paved areas, rake clean landscaped surfaces.

H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.13 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.
   1. Provide copies to DEDC, LLC.

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B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

C. Notify DEDC, LLC when work is considered ready for DEDC, LLC's Substantial Completion inspection.

D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for DEDC, LLC's Substantial Completion inspection.

E. Conduct Substantial Completion inspection and create Final Correction Punch List containing DEDC, LLC's and Contractor's comprehensive list of items identified to be completed or corrected and submit to DEDC, LLC.

F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to State of Delaware DHSS - Department of Health and Social Services-occupied areas.

G. Notify DEDC, LLC when work is considered finally complete and ready for DEDC, LLC's Substantial Completion final inspection.

H. Complete items of work determined by DEDC, LLC listed in executed Certificate of Substantial Completion.

3.14 MAINTENANCE

A. Provide service and maintenance of components indicated in specification sections.

B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.

C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the State of Delaware DHSS - Department of Health and Social Services.

END OF SECTION

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SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 DEFINITIONS

A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.

B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.

C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use as mulch.

D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.

E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.

F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.

G. Approved Recycling Facility: Any of the following:
   1. A facility that can legally accept CDL waste materials for the purpose of processing thematerials into an altered form for the manufacture of a new product.
   2. Material Recovery Facility: A general term used to describe a waste-sorting facility.
      a. Mechanical, hand-separation, or a combination of both procedures, are used to recover
      b. recyclable materials.

1.03 SUBMITTALS

A. Contractor shall develop a Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the Notice to Proceed.

B. Contractor shall provide Waste Management Report: Concurrent with each Application for Payment, submit 3 copies of report.

1.04 PERFORMANCE REQUIREMENTS

A. General: Divert a minimum of 75% CDL waste, by weight, from the landfill by one, or a combination of the following activities:
   1. Salvage
   2. Reuse
   3. Source-Separated CDL Recycling
   4. Co-mingled CDL Recycling

B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:
   1. Acoustical ceiling tiles
   2. Asphalt
   3. Asphalt shingles
   4. Cardboard packaging
   5. Carpet and carpet pad

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6. Concrete
7. Drywall
8. Fluorescent lights and ballasts
9. Land clearing debris (vegetation, stumpage, dirt)
10. Metals
11. Paint (through hazardous waste outlets)
12. Wood
13. Plastic film (sheeting, shrink wrap, packaging)
14. Window glass
15. Wood
16. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

1.05 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.

D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.
   1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.
      a. Owner
      b. Architect
      c. Contractor's superintendent
      d. Major subcontractors
      e. Waste Management Coordinator
      f. Other concerned parties.
   2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:
      a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
      b. Review requirements for documenting quantities of each type of waste and its disposition.
      c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
      d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
      e. Review waste management requirements for each trade.
   3. Minutes: Record discussion. Distribute meeting minutes to all participants.
      Note: If there is a Project Architect, they will perform this role.

1.06 WASTE MANAGEMENT PLAN - CONTACTOR SHALL DEVELOP AND DOCUMENT THE FOLLOWING:

A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.

B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.

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C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should included the following information:
   1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
   2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
      a. Contracting with a deconstruction specialist to salvage materials generated,
      b. Selective salvage as part of demolition contractor's work,
      c. Reuse of materials on-site or sale or donation to a third party.
   3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
      a. Requiring subcontractors to take their CDL waste to a recycling facility;
      b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
      c. Processing and reusing materials on-site;
      d. Self-hauling to a recycling or material recovery facility.
   4. Name of recycling or material recovery facility receiving the CDL wastes.
   5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.

D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
   1. Total quantity of waste.
   2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
   3. Total cost of disposal (with no waste management).
   4. Revenue from salvaged materials.
   5. Revenue from recycled materials.
   6. Savings in hauling and tipping fees by donating materials.
   7. Savings in hauling and tipping fees that are avoided.
   8. Handling and transportation costs. Including cost of collection containers for each type of waste.
   9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CONSTRUCTION WASTE MANAGEMENT, GENERAL

A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.

B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.

C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.

D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.

E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.

F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

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3.02 SOURCE SEPARATION

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

Separate recyclable materials by type.

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

3.03 CO-MINGLED RECYCLING

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

3.04 REMOVAL OF CONSTRUCTION WASTE MATERIALS

A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.

B. Transport CDL waste materials off Owner's property and legally dispose of them.

C. Burning of CDL waste is not permitted.

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WASTE MANAGEMENT PROGRESS REPORT

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

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PERCENTAGE OF WASTE DIVERTED.

(TOTAL WASTE DIVIDED BY TOTAL DIVERTED) _____

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SECTION 01 78 00 - CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project record documents.

B. Operation and maintenance data.

C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

A. Division 00 Documents

B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

C. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.

D. Individual Product Sections: Specific requirements for operation and maintenance data.

E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

A. Project Record Documents: Submit documents to DEDC, LLC prior to final payment application. The following documents must be submitted:
   1. Red line drawings (As-Builts)
      a. One original paper copy
      b. Two copies of the original.

B. Electronic Documentation: Submit the electronic documentation on two long duration archival cd storage devices with gold lacquer finish. The following electronic data shall be included on each CD:
   1. Scanned copy of the As-Built in PDF format.
   2. Revised AutoCAD (release 2007 or later) drawing. Original copy of the AutoCAD file will be provided upon request.
   3. Approved project submittals (PDF Format).
   4. Operation and Maintenance Data (PDF Format)

C. Operation and Maintenance Data:
   1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. DEDC, LLC will review draft and return one copy with comments.
   2. For equipment, or component parts of equipment put into service during construction and operated by State of Delaware DHSS - Department of Health and Social Services, submit completed documents within ten days after acceptance.
   3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with DEDC, LLC comments. Revise content of all document sets as required prior to final submission.
   4. Submit two sets of revised final documents in a 3-ring binder in final form within 10 days after final inspection.

D. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with State of Delaware DHSS - Department of Health and Social Services's permission, submit documents within 10 days after acceptance.
   2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

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PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Addenda.
   3. Change Orders and other modifications to the Contract.
   4. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by State of Delaware DHSS - Department of Health and Social Services.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Record Drawings: Legibly mark each item to record actual construction including:
   1. Field changes of dimension and detail.
   2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

A. For Each Item of Equipment and Each System:
   1. Description of unit or system, and component parts.
   2. Identify function, normal operating characteristics, and limiting conditions.
   3. Include performance curves, with engineering data and tests.
   4. Complete nomenclature and model number of replaceable parts.

B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

F. Provide servicing and lubrication schedule, and list of lubricants required.

G. Include manufacturer's printed operation and maintenance instructions.

H. Include sequence of operation by controls manufacturer.

I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

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J. Provide control diagrams by controls manufacturer as installed.

K. Include test and balancing reports.

L. Additional Requirements: As specified in individual product specification sections.

3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

A. Assemble operation and maintenance data into durable manuals for State of Delaware DHSS - Department of Health and Social Services's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of DEDC, LLC, Consultants, Contractor and subcontractors, with names of responsible parties.

F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

H. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.

I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

3.05 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with State of Delaware DHSS - Department of Health and Social Services's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

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SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.01 SUMMARY

A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.

B. Training of State of Delaware DHSS - Department of Health and Social Services and DHSS personnel in operation and maintenance is required for:
   1. All software-operated systems.
   2. HVAC systems and equipment.
   3. Plumbing equipment.
   4. Electrical systems and equipment.
   5. Items specified in individual product Sections.

C. Training of State of Delaware DHSS - Department of Health and Social Services and DHSS personnel in care, cleaning, maintenance, and repair is required for:
   1. Items specified in individual product Sections.

1.02 RELATED REQUIREMENTS

A. Section 01 78 00 - Closeout Submittals: Operation and maintenance manuals.

B. Section 01 91 13 - General Commissioning Requirements: Additional requirements applicable to demonstration and training.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures; except:
   1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority.
   2. Submit one copy to the Commissioning Authority, not to be returned.
   3. Make commissioning submittals on time schedule specified by Commissioning Authority.
   4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of overall Training Plan; submit in editable electronic format, Microsoft Word 2003 preferred.

B. Draft Training Plans: State of Delaware DHSS - Department of Health and Social Services and DHSS will designate personnel to be trained; tailor training to needs and skill-level of attendees.
   1. Submit to DEDC, LLC for transmittal to State of Delaware DHSS - Department of Health and Social Services.
   2. Submit to Commissioning Authority for review and inclusion in overall training plan.
   3. Submit not less than four weeks prior to start of training.
   4. Revise and resubmit until acceptable.
   5. Provide an overall schedule showing all training sessions.
   6. Include at least the following for each training session:
      a. Identification, date, time, and duration.
      b. Description of products and/or systems to be covered.
      c. Name of firm and person conducting training; include qualifications.
      d. Intended audience, such as job description.
      e. Objectives of training and suggested methods of ensuring adequate training.
      f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
      g. Media to be used, such a slides, hand-outs, etc.
      h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.

C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.

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1. Include applicable portion of O&M manuals.
2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
3. Provide one extra copy of each training manual to be included with operation and maintenance data.

D. Training Reports:
1. Identification of each training session, date, time, and duration.
2. Sign-in sheet showing names and job titles of attendees.
3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.
4. Include Commissioning Authority's formal acceptance of training session.

E. Video Recordings: Submit digital video recording of each demonstration and training session for State of Delaware DHSS - Department of Health and Social Services's and DHSS subsequent use.
1. Format: DVD Disc.
2. Label each disc and container with session identification and date.

1.04 QUALITY ASSURANCE

A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 DEMONSTRATION - GENERAL

A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by State of Delaware DHSS - Department of Health and Social Services and DHSS.

B. Demonstrations conducted during Functional Testing need not be repeated unless State of Delaware DHSS - Department of Health and Social Services and DHSS personnel training is specified.

C. Demonstration may be combined with State of Delaware DHSS - Department of Health and Social Services and DHSS personnel training if applicable.

D. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
1. Perform demonstrations not less than two weeks prior to Substantial Completion.
2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

E. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.02 TRAINING - GENERAL

A. Commissioning Authority will prepare the Training Plan based on draft plans submitted.

B. Conduct training on-site unless otherwise indicated.

C. State of Delaware DHSS - Department of Health and Social Services and DHSS will provide classroom and seating at no cost to Contractor.

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D. Do not start training until Functional Testing is complete, unless otherwise specified or approved by the Commissioning Authority.

E. Provide training in minimum two hour segments.

F. The Commissioning Authority is responsible for determining that the training was satisfactorily completed and will provide approval forms.

G. Training schedule will be subject to availability of State of Delaware DHSS - Department of Health and Social Services's and DHSS personnel to be trained; re-schedule training sessions as required by State of Delaware DHSS - Department of Health and Social Services; once schedule has been approved by State of Delaware DHSS - Department of Health and Social Services failure to conduct sessions according to schedule will be cause for State of Delaware DHSS - Department of Health and Social Services to charge Contractor for personnel "show-up" time.

H. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
   1. The location of the O&M manuals and procedures for use and preservation; backup copies.
   2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
   3. Typical uses of the O&M manuals.

I. Product- and System-Specific Training:
   1. Review the applicable O&M manuals.
   2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
   3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
   4. Provide hands-on training on all operational modes possible and preventive maintenance.
   5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
   6. Discuss common troubleshooting problems and solutions.
   7. Discuss any peculiarities of equipment installation or operation.
   8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
   9. Review recommended tools and spare parts inventory suggestions of manufacturers.
   10. Review spare parts and tools required to be furnished by Contractor.
   11. Review spare parts suppliers and sources and procurement procedures.

J. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

END OF SECTION

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SECTION 01 91 13 - GENERAL COMMISSIONING REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Commissioning is intended to achieve the following specific objectives; this section specifies the Contractor's responsibilities for commissioning:
   1. Verify that the work is installed in accordance with the Contract Documents, the manufacturer’s recommendations and instructions, and that it receives adequate operational checkout prior to startup: Startup reports are utilized to achieve this.
   2. Verify and document that functional performance is in accordance with the Contract Documents: Functional Tests such as manufacturers startup reports, balancing, and site demonstrations executed by the contractor and witnessed by the Commissioning Authority are utilized to achieve this.
   3. Verify that operation and maintenance manuals submitted to State of Delaware DHSS - Department of Health and Social Services are complete: Detailed operation and maintenance (O&M) data submittals by Contractor are utilized to achieve this.
   4. Verify that the State of Delaware DHSS - Department of Health and Social Services’s operating personnel are adequately trained: Formal training conducted by Contractor is utilized to achieve this.

B. A punch list will be performed by the Owner, Project Manager, DEDC, and contractor to confirm all required ork has been completed on the project.

1.02 SCOPE OF COMMISSIONING

A. The following are to be commissioned:

B. HVAC System, including:
   1. Major and minor equipment items.
   2. Piping systems and equipment.
   3. Ductwork and accessories.
   4. Control system.
   5. Variable frequency drives.

C. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.

1.03 RELATED REQUIREMENTS

A. Section 01 70 00 - Execution and Closeout Requirements: General startup requirements.

B. Section 01 78 00 - Closeout Submittals: Scope and procedures for operation and maintenance manuals and project record documents.

C. Section 01 79 00 - Demonstration and Training: Scope and procedures for State of Delaware DHSS - Department of Health and Social Services personnel training.

D. Section 23 08 00 - Commissioning of HVAC: HVAC control system testing; other requirements.

E. Section 23 09 59 - BAS System Commissioning

1.04 SUBMITTALS

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

B. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority, unless they require review by DEDC, LLC; in that case, submit to DEDC, LLC first.

C. Product Data: If submittals to DEDC, LLC do not include the following, submit copies as soon as possible:

D. Product Data: Submit to DEDC, LLC:

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1. Manufacturer's product data, cut sheets, and shop drawings.
2. Manufacturer's installation instructions.
3. Startup, operating, and troubleshooting procedures.
4. Fan and pump curves.
5. Factory test reports.
6. Warranty information, including details of State of Delaware DHSS - Department of Health and Social Services's responsibilities in regard to keeping warranties in force.

E. Manufacturers' Instructions: Submit copies of all manufacturer-provided instructions that are shipped with the equipment as soon as the equipment is delivered.

F. Startup Plans and Reports.

PART 2 PRODUCTS

2.01 TEST EQUIPMENT

A. Provide all standard testing equipment required to perform startup and initial checkout and required Functional Testing; unless otherwise noted such testing equipment will NOT become the property of State of Delaware DHSS - Department of Health and Social Services.

B. Calibration Tolerances: Provide testing equipment of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified. If not otherwise noted, the following minimum requirements apply:
   1. Temperature Sensors and Digital Thermometers: Certified calibration within past year to accuracy of 0.5 degree F and resolution of plus/minus 0.1 degree F.
   2. Pressure Sensors: Accuracy of plus/minus 2.0 percent of the value range being measured (not full range of meter), calibrated within the last year.
   3. Calibration: According to the manufacturer's recommended intervals and when dropped or damaged; affix calibration tags or keep certificates readily available for inspection.

C. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to State of Delaware DHSS - Department of Health and Social Services; such equipment, tools, and instruments are to become the property of State of Delaware DHSS - Department of Health and Social Services.

PART 3 EXECUTION

3.01 STARTUP PLANS AND REPORTS

A. Startup Plans: For each item of equipment and system for which the manufacturer provides a startup plan, submit the plan not less than 2 weeks prior to startup.

B. Startup Reports: For each item of equipment and system for which the manufacturer provides a startup checklist (or startup plan or field checkout sheet), document compliance by submitting the completed startup checklist prior to startup, signed and dated by responsible entity.

C. Submit directly to the Commissioning Authority and DEDC,LLC.

3.02 FUNCTIONAL TESTS

A. A Functional Test is required for each item of equipment, system, or other assembly specified to be commissioned, unless sampling of multiple identical or near-identical units is allowed by the final test procedures.

B. Commissioning Authority is responsible for witnessing results of Functional Tests.

C. Contractor is responsible for correction of deficiencies and re-testing at no extra cost to State of Delaware DHSS - Department of Health and Social Services; if a deficiency is not corrected and re-tested immediately, the Commissioning Authority will document the deficiency and the Contractor's stated intentions regarding correction.
   1. Deficiencies are any condition in the installation or function of a component, piece of equipment or system that is not in compliance with Contract Documents or does not perform properly.

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2. When the deficiency has been corrected, the Contractor completes the form certifying that the item is ready to be re-tested and returns the form to the Commissioning Authority; the Commissioning Authority will reschedule the test and the Contractor shall re-test.
3. Identical or Near-Identical Items: If 10 percent, or three, whichever is greater, of identical or near-identical items fail to perform due to material or manufacturing defect, all items will be considered defective; provide a proposal for correction within 2 weeks after notification of defect, including provision for testing sample installations prior to replacement of all items.
4. Contractor shall bear the cost of State of Delaware DHSS - Department of Health and Social Services and Commissioning Authority personnel time witnessing re-testing.

D. Functional Test Procedures:
1. Some test procedures are included in Contract Documents; where Functional Test procedures are not included in Contract Documents, test procedures will be determined by the Commissioning Authority with input by and coordination with Contractor.
2. Examples of Functional Testing:
a. Test the dynamic function and operation of equipment and systems (rather than just components) using manual (direct observation) or monitoring methods under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure setpoint).
b. Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc.
c. Systems are run through all the HVAC control system’s sequences of operation and components are verified to be responding as the sequence's state.
d. Traditional air or water test and balancing (TAB) is not Functional Testing; spot checking of TAB by demonstration to the Commissioning Authority is Functional Testing.

E. Deferred Functional Tests: Some tests may need to be performed later, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design or other site conditions; performance of these tests remains the Contractor's responsibility regardless of timing.

3.03 TEST PROCEDURES - GENERAL

A. Provide skilled technicians to execute starting of equipment and to execute the Functional Tests. Ensure that they are available and present during the agreed upon schedules and for sufficient duration to complete the necessary tests, adjustments and problem-solving.

B. Provide all necessary materials and system modifications required to produce the flows, pressures, temperatures, and conditions necessary to execute the test according to the specified conditions. At completion of the test, return all affected equipment and systems to their pre-test condition.

C. Simulating Signals: Disconnect the sensor and use a signal generator to send an amperage, resistance or pressure to the transducer and control system to simulate the sensor value.

3.04 OPERATION AND MAINTENANCE MANUALS

A. See Section 01 78 00 - Closeout Submittals for additional requirements.

B. Add design intent documentation furnished by DEDC, LLC to manuals prior to submission to State of Delaware DHSS - Department of Health and Social Services.

END OF SECTION

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SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Concrete formwork.

B. Concrete reinforcement.

C. Miscellaneous concrete elements, including equipment pads, equipment pits, light pole bases, flagpole bases, thrust blocks, and manholes.

D. Concrete curing.

1.02 REFERENCE STANDARDS

A. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials; 2010.

B. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; 1991 (Reapproved 2009).

C. ACI 301 - Specifications for Structural Concrete; 2010 (Errata 2012).

D. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000.

E. ACI 306R - Cold Weather Concreting; 2010.

F. ACI 308R - Guide to Curing Concrete; 2001 (Reapproved 2008).

G. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2011.

H. ACI 347R - Guide to Formwork for Concrete; 2014.

I. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon Steel Bars for Concrete Reinforcement; 2015.

J. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2016.

K. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2015a.

L. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete; 2012.

M. ASTM C150/C150M - Standard Specification for Portland Cement; 2015.

N. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete; 2007.

O. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2015.

P. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2014.

Q. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures; 2014.

1.03 SUBMITTALS

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

B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.

C. Test Reports: Submit report for each test or series of tests specified.

1.04 QUALITY ASSURANCE

A. Perform work of this section in accordance with ACI 301 and ACI 318.
   1. Maintain one copy of each document on site.

B. Follow recommendations of ACI 306R when concreting during cold weather.

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PART 2 PRODUCTS

2.01 FORMWORK

A. Formwork Design and Construction: Comply with guidelines of ACI 347R to provide formwork that will produce concrete complying with tolerances of ACI 117.

B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
   1. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches of concrete surface.

2.02 REINFORCEMENT MATERIALS

A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi).

B. Reinforcement Accessories:
   1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch.

2.03 CONCRETE MATERIALS

A. Cement: ASTM C150/C150M, Type I - Normal Portland type.
   1. Acquire cement for entire project from same source.

B. Fine and Coarse Aggregates: ASTM C33/C33M.
   1. Acquire aggregates for entire project from same source.

C. Fly Ash: ASTM C618, Class C or F.

D. Calcined Pozzolan: ASTM C618, Class N.

E. Silica Fume: ASTM C1240, proportioned in accordance with ACI 211.1.

2.04 ACCESSORY MATERIALS

A. Moisture-Retaining Cover: ASTM C 171; regular curing paper, white curing paper, clear polyethylene, or white polyethylene.

2.05 CONCRETE MIX DESIGN

A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.

B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
   1. For trial mixtures method, employ independent testing agency acceptable to DEDC, LLC for preparing and reporting proposed mix designs.

C. Normal Weight Concrete:
   1. Compressive Strength, when tested in accordance with ASTM C 39/C 39M at 28 days: As scheduled in part 3.09.
   2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
   3. Calcined Pozzolan Content: Maximum 10 percent of cementitious materials by weight.
   4. Silica Fume Content: Maximum 5 percent of cementitious materials by weight.
   5. Maximum Aggregate Size: 5/8 inch.

2.06 MIXING

A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.

B. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify lines, levels, and dimensions before proceeding with work of this section.

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3.02 PREPARATION

A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.

3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

A. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.

3.04 PLACING CONCRETE

A. Place concrete in accordance with ACI 304R.

3.05 CONCRETE FINISHING

A. Repair surface defects, including tie holes, immediately after removing formwork.

3.06 CURING AND PROTECTION

A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

C. Surfaces Not in Contact with Forms:
   1. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
   2. Final Curing: Begin after initial curing but before surface is dry.
      a. Moisture-Retaining Cover: Seal in place with waterproof tape or adhesive.

3.07 FIELD QUALITY CONTROL

A. An independent testing agency will perform field quality control tests.

B. Provide free access to concrete operations at project site and cooperate with appointed firm.

C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.

D. Tests of concrete and concrete materials may be performed at any time to ensure compliance with specified requirements.

E. Compressive Strength Tests: ASTM C39/C39M, for each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cubic yards or less of each class of concrete placed.

F. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.

G. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.

3.08 DEFECTIVE CONCRETE

A. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.

B. Repair or replacement of defective concrete will be determined by the DEDC, LLC. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

3.09 SCHEDULE - CONCRETE TYPES AND FINISHES

A. Generator Foundation: 4,500 PSI 28 day concrete, form finish with honeycomb filled side surfaces, level float finish top surface.

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B. Conduit Duct Bank: 3,000 PSI 28 day concrete, side surfaces cast against earth or forms, level top surface with red pigment.

C. Condensing Unit Pad: 4,500 PSI 28 day concrete, form finish with honeycomb exposed side surfaces, level broom finish top surface.

D. Interior Housekeeping Pads: 4.000 PSI 28 day concrete, form finish with honeycomb filled side surfaces, hard troweld finish top surface.

END OF SECTION

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SECTION 07 84 00 - FIRESTOPPING

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

A. Section 01 70 00 - Execution and Closeout Requirements: Cutting and patching.

1.02 REFERENCE STANDARDS

A. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials; 2015.

B. ASTM E814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops; 2013a.

C. ITS (DIR) - Directory of Listed Products; current edition.

D. FM 4991 - Approval Standard for Firestop Contractors; 2013.

E. FM (AG) - FM Approval Guide; current edition.

F. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.

G. UL 1479 - Standard for Fire Tests of Penetration Firestops; Current Edition, Including All Revisions.

H. UL (FRD) - Fire Resistance Directory; current edition.

1.03 SUBMITTALS

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

B. Schedule of Firestopping: List each type of penetration, fire rating of the penetrated assembly, and firestopping test or design number.

C. Product Data: Provide data on product characteristics, performance ratings, and limitations.

D. Manufacturer's qualification statement.

E. Installer's qualification statement.

1.04 QUALITY ASSURANCE

A. Fire Testing: Provide firestopping assemblies of designs that provide the scheduled fire ratings when tested in accordance with methods indicated.
   1. Listing in UL (FRD), FM (AG), or ITS (DIR) will be considered as constituting an acceptable test report.
   2. Valid evaluation report published by ICC Evaluation Service, Inc. (ICC-ES) at www.icc-es.org will be considered as constituting an acceptable test report.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

C. Installer Qualifications: Company specializing in performing the work of this section and:
   1. Approved by Factory Mutual Research Corporation under FM 4991, or meeting any two of the following requirements:
   2. Verification of minimum three years documented experience installing work of this type.
   3. Verification of at least five satisfactorily completed projects of comparable size and type.
   4. Licensed by local authorities having jurisdiction (AHJ).

PART 2 PRODUCTS

2.01 MATERIALS

A. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Provide type of materials as required for tested firestopping assembly.

2.02 FIRESTOPPING SYSTEMS

A. Firestopping: Any material meeting requirements.
   1. Fire Ratings: Use system that is listed by FM (AG), ITS (DIR), or UL (FRD) and tested in accordance with ASTM E814, ASTM E119, or UL 1479 with F Rating equal to fire rating of

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penetrated assembly and minimum T Rating Equal to F Rating and in compliance with other specified requirements.

2.03 MATERIALS

A. Firestopping Sealants: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.

B. Elastomeric Silicone Firestopping: Single component silicone elastomeric compound and compatible silicone sealant; conforming to the following:
   1. Color: Black, dark gray, or red.
   2. Manufacturers:
      a. A/D Fire Protection Systems Inc: www.adfire.com.
      b. 3M Fire Protection Products: www.3m.com/firestop.
      c. Hilti, Inc: www.us.hilti.com.
      d. Specified Technologies, Inc: www.stifirestop.com.
      e. Substitutions: See Section 01 60 00 - Product Requirements.

C. Foam Firestoppping: Single component silicone foam compound; conforming to the following:
   1. Durability and Longevity: Permanent.
   2. Color: Dark grey.
   3. Manufacturers:
      a. 3M Fire Protection Products: www.3m.com/firestop.
      b. Hilti, Inc: www.us.hilti.com.
      c. Specified Technologies, Inc: www.stifirestop.com.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

D. Fibered Compound Firestopping: Formulated compound mixed with incombustible non-asbestos fibers; conforming to the following:
   1. Durability and Longevity: Permanent.
   2. Color: Dark grey.
   3. Manufacturers:
      a. A/D Fire Protection Systems Inc: www.adfire.com.
      b. USG: www.usg.com.
      c. Substitutions: See Section 01 60 00 - Product Requirements.

E. Fiber Firestopping: Mineral fiber insulation used in conjunction with elastomeric surface sealer forming airtight bond to opening; conforming to the following:
   1. Durability and Longevity: Permanent.
   2. Manufacturers:
      a. A/D Fire Protection Systems Inc: www.adfire.com.
      b. Pecora Corporation: www.pecora.com.
      c. Thermafiber, Inc: www.thermafiber.com.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

F. Firestop Devices - Wrap Type: Mechanical device with incombustible filler and sheet stainless steel jacket, intended to be installed after penetrating item has been installed; conforming to the following:
   1. Manufacturers:
      a. Grace Construction Products: www.na.graceconstruction.com.
      b. 3M Fire Protection Products: www.3m.com/firestop.
      c. Hilti, Inc: www.us.hilti.com.
      d. Specified Technologies, Inc: www.stifirestop.com.
      e. Substitutions: See Section 01 60 00 - Product Requirements.

G. Intumescent Putty: Compound that expands on exposure to surface heat gain; conforming to the following:
   1. Potential Expansion: Minimum 1000 percent.
   2. Durability and Longevity: Permanent.

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3. Color: Black, dark gray, or red.
4. Manufacturers:
   a. Grace Construction Products: www.na.graceconstruction.com.
   b. 3M Fire Protection Products: www.3m.com/firestop.
   c. Hilti, Inc: www.us.hilti.com.
   d. Specified Technologies, Inc: www.stifirestop.com.
   e. Substitutions: See Section 01 60 00 - Product Requirements.

H. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.

PART 3 EXECUTION

3.01 PREPARATION

A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other materials that could adversely affect bond of firestopping material.

B. Remove incompatible materials that could adversely affect bond.

C. Install backing materials to prevent liquid material from leakage.

3.02 INSTALLATION

A. Install materials in manner described in fire test report and in accordance with manufacturer's instructions, completely closing openings.

B. Do not cover installed firestopping until inspected by authorities having jurisdiction.

3.03 CLEANING

A. Clean adjacent surfaces of firestopping materials.

3.04 PROTECTION

A. Protect adjacent surfaces from damage by material installation.

END OF SECTION

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SECTION 22 05 48 - VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Vibration-isolated equipment support bases.

B. Inertia bases.

C. Vibration isolators.

1.02 RELATED REQUIREMENTS

A. Section 03 30 00 - Cast-in-Place Concrete.

1.03 SUBMITTALS

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

B. Shop Drawings: Indicate inertia bases and locate vibration isolators, with static and dynamic load on each.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Isolation Technology, Inc: www.isolationtech.com.

2.02 INERTIA BASES

A. Structural Bases:
   1. Construction: Welded structural steel with gusseted brackets, to support equipment and motor, with motor slide rails.
   2. Design: Sufficiently rigid to prevent misalignment or undue stress on machine, and to transmit design loads to isolators and snubbers.

B. Concrete Inertia Bases:
   1. Construction: Structural steel channel perimeter frame, with gusseted brackets and anchor bolts, reinforcing; concrete filled.
   2. Mass: Minimum of 1.5 times weight of isolated equipment.
   3. Connecting Point: Reinforced to connect isolators and snubbers to base.
   4. Concrete: Minimum 3000 psi concrete.

2.03 VIBRATION ISOLATORS

A. Restrained Open Spring Isolators:
   1. Springs: Minimum horizontal stiffness equal to 75 percent vertical stiffness, with working deflection between 0.3 and 0.6 of maximum deflection. Color code springs for load carrying capacity.
   2. Spring Mounts: Provide with leveling devices, minimum 0.25 inch thick neoprene sound pads, and zinc chromate plated hardware.
   3. Sound Pads: Size for minimum deflection of 0.05 inch; meet requirements for neoprene pad isolators.
   4. Restraint: Provide heavy mounting frame and limit stops.

B. Spring Hanger:
   1. Springs: Minimum horizontal stiffness equal to 75 percent vertical stiffness, with working deflection between 0.3 and 0.6 of maximum deflection. Color code springs for load carrying capacity.
   2. Housings: Incorporate neoprene isolation pad meeting requirements for neoprene pad isolators.
   3. Misalignment: Capable of 20 degree hanger rod misalignment.

C. Neoprene Pad Isolators:
   1. Rubber or neoprene waffle pads.

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a. Hardness: 30 durometer.
b. Thickness: Minimum 1/2 inch.
c. Maximum Loading: 50 psi.
d. Rib Height: Maximum 0.7 times width.

2. Configuration: Single layer.
3. Configuration: 1/2 inch thick waffle pads bonded each side of 1/4 inch thick steel plate.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.

C. Secure fasteners according to manufacturer's recommended torque settings.

D. Install flexible piping connections to provide sufficient slack for vibration isolation and/or seismic relative displacements as indicated or as required.

3.02 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect vibration isolation and/or seismic control components for damage and defects.

C. Correct deficiencies and replace damaged or defective vibration isolation and/or seismic control components.

END OF SECTION

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SECTION 22 05 53 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Nameplates.

B. Tags.

C. Pipe markers.

1.02 REFERENCE STANDARDS

A. ASME A13.1 - Scheme for the Identification of Piping Systems; 2007.

1.03 SUBMITTALS

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

PART 2 PRODUCTS

2.01 PLUMBING COMPONENT IDENTIFICATION GUIDELINE

A. Pipe Markers: 3/4 inch diameter and higher.

2.02 NAMEPLATES

A. Description: Laminated piece with up to three lines of text.
   1. Letter Color: White.
   2. Letter Height: 1/4 inch.
   3. Background Color: Black.

2.03 TAGS

A. Flexible: Vinyl with engraved black letters on light contrasting background color with up to three lines of text. Minimum tag size 1-1/2 inch in diameter.

B. Metal: Brass, 19 gauge 1-1/2 inch in diameter with smooth edges, blank, smooth edges, and corrosion-resistant ball chain. Up to three lines of text.

2.04 PIPE MARKERS

A. Comply with ASME A13.1.

B. Flexible Marker: Factory fabricated, semi-rigid, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid conveyed.

C. Identification Scheme, ASME A13.1:
   1. Primary: External Pipe Diameter, Uninsulated or Insulated.
   2. Secondary: Color scheme per fluid service.
      a. Water; Potable, Cooling, Boiler Feed, and Other: White text on green background.

PART 3 EXECUTION

3.01 PREPARATION

A. Degrease and clean surfaces to receive identification products.

3.02 INSTALLATION

A. Install flexible nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.

B. Install tags in clear view and align with axis of piping

C. Install plastic pipe markers in accordance with manufacturer's instructions.

3.03 SCHEDULE

A. Domestic Water: Green Background with White Lettering

B. Hazardous Gases: Yellow Background with Black Lettering

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C. Non-Hazardous Gases: Blue Background with White Lettering

END OF SECTION

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SECTION 22 07 19 - PLUMBING PIPING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Glass fiber insulation.

B. Jacketing and accessories.

1.02 RELATED REQUIREMENTS

A. Section 07 84 00 - Firestopping.

B. Section 22 10 05 - Plumbing Piping: Placement of hangers and hanger inserts.

1.03 REFERENCE STANDARDS

A. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2013.

B. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation; 2015.

C. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel; 2008 (Reapproved 2013).

D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

E. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2014.

F. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.04 SUBMITTALS

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

B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

1.07 FIELD CONDITIONS

A. Maintain ambient conditions required by manufacturers of each product.

B. Maintain temperature before, during, and after installation for minimum of 24 hours.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.02 GLASS FIBER INSULATION

A. Manufacturers:
   1. Johns Manville Corporation: www.jm.com/#sle.
   2. Knauf Insulation: www.knaufusa.com.
   3. Owens Corning Corp: www.owenscorning.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible.
   1. K Value: ASTM C177, 0.24 at 75 degrees F.

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2. Maximum Service Temperature: 850 degrees F.
3. Maximum Moisture Absorption: 0.2 percent by volume.

C. Insulation: ASTM C547 and ASTM C795; semi-rigid, noncombustible, end grain adhered to jacket.
1. K Value: ASTM C177, 0.24 at 75 degrees F.
2. Maximum Service Temperature: 650 degrees F.
3. Maximum Moisture Absorption: 0.2 percent by volume.

D. Vapor Barrier Jacket: White Kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm.

2.03 JACKETING AND ACCESSORIES

A. PVC Plastic Jacket:
1. Manufacturers:
a. Johns Manville Corporation: www.jm.com/#sle.
b. Substitutions: See Section 01 60 00 - Product Requirements.
2. Jacket: One piece molded type fitting covers and sheet material, off-white color.
a. Minimum Service Temperature: 0 degrees F.
b. Maximum Service Temperature: 150 degrees F.
c. Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.
d. Thickness: 10 mil, 0.010 inch.
e. Connections: Brush on welding adhesive.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that piping has been tested before applying insulation materials.

B. Verify that surfaces are clean and dry, with foreign material removed.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Exposed Piping: Locate insulation and cover seams in least visible locations.

C. Glass fiber insulated pipes conveying fluids below ambient temperature:
1. Provide vapor barrier jackets, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure-sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.

D. Glass fiber insulated pipes conveying fluids above ambient temperature:
1. Provide standard jackets, with or without vapor barrier, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure-sensitive adhesive. Secure with outward clinch expanding staples.
2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.

E. Inserts and Shields:
1. Application: Piping 1-1/2 inches diameter or larger.
2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
3. Insert Location: Between support shield and piping and under the finish jacket.
4. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
5. Insert Material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.

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F. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, see Section 07 84 00.

G. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with canvas jacket sized for finish painting.

3.03 SCHEDULES

A. Plumbing Systems:
   1. Domestic Hot Water Supply:
      a. Glass Fiber Insulation: 1-1/2" and smaller shall be 1” thick.
      b. Glass Fiber Insulation: 2" and larger shall be 1-1/2” thick.
   2. Domestic Cold Water:
      a. Glass Fiber Insulation: Less than 1-1/2" shall be 1/2” thick.
      b. Glass Fiber Insulation: 1-1/2" and larger shall be 1” thick.

END OF SECTION

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SECTION 22 10 05 - PLUMBING PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Storm drainage piping, buried within 5 feet of building.
   1. Natural gas.
   2. Pipe flanges, unions, and couplings.
   3. Pipe hangers and supports.
   4. Ball valves.
   5. Butterfly valves.

1.02 RELATED REQUIREMENTS

A. Section 07 84 00 - Firestopping.

B. Section 22 05 48 - Vibration and Seismic Controls for Plumbing Piping and Equipment.

C. Section 22 05 53 - Identification for Plumbing Piping and Equipment.

1.03 REFERENCE STANDARDS

A. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300; 2011.

B. ASME B31.1 - Power Piping; 2014.

C. ASME B31.9 - Building Services Piping; 2014.

D. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Welding, Brazing, and Fusing Qualifications; 2015.

E. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2012.

F. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service; 2015.

G. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

H. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers; 1992 (Reapproved 2008).

I. AWWA C651 - Disinfecting Water Mains; 2005.

J. ICC-ES AC01 - Acceptance Criteria for Expansion Anchors in Masonry Elements; 2012.

K. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements; 2012.

L. ICC-ES AC193 - Acceptance Criteria for Mechanical Anchors in Concrete Elements; 2013.

M. ICC-ES AC308 - Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete Elements; 2013.

N. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2009.

O. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends; 2010.

P. NSF 61 - Drinking Water System Components - Health Effects; 2014 (Errata 2015).

Q. NSF 372 - Drinking Water System Components - Lead Content; 2011.

R. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.04 SUBMITTALS

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

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B. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.

C. Project Record Documents: Record actual locations of valves.

D. Maintenance Materials: Furnish the following for State of Delaware DHSS - Department of Health and Social Services's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements for additional provisions.
   2. Valve Repacking Kits: One for each type and size of valve.

1.05 QUALITY ASSURANCE

A. Perform work in accordance with applicable codes.

B. Valves: Manufacturer's name and pressure rating marked on valve body.

C. Welding Materials and Procedures: Comply with ASME BPVC-IX and applicable state labor regulations.

D. Welder Qualifications: Certified in accordance with ASME BPVC-IX.

E. Identify pipe with marking including size, ASTM material classification, ASTM specification, potable water certification, water pressure rating.

1.06 REGULATORY REQUIREMENTS

A. Perform Work in accordance with State of Delaware plumbing code.

B. Conform to applicable code for installation of backflow prevention devices.

C. Provide certificate of compliance from authority having jurisdiction indicating approval of installation of backflow prevention devices.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.

B. Provide temporary protective coating on cast iron and steel valves.

C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

1.08 FIELD CONDITIONS

A. Do not install underground piping when bedding is wet or frozen.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Potable Water Supply Systems: Provide piping, pipe fittings, and solder and flux (if used), that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

B. Plenum-Installed Acid Waste Piping: Flame-spread index equal or below 25 and smoke-spread index equal or below 50 according to ASTM E84 or UL 723 tests.

C. All cast iron soil pipe and fittings shall be mrked with the collective trademark of the Cast Iron Soil Pipe Institute (CISPI) and be listed by NSF International.

2.02 NATURAL GAS PIPING, BURIED WITHIN 5 FEET OF BUILDING

2.03 NATURAL GAS PIPING, ABOVE GRADE

A. Indoor Applications: Steel Pipe: ASTM A53/A53M Schedule 40 black.
   1. Fittings: ASME B16.3, malleable iron, or ASTM A234/A234M, wrought steel welding type.
   2. Joints: Threaded or welded to ASME B31.1.
   3. Paint piping in accordance to section 09 90 00.

B. Exterior Applications: Steel Pipe: ASTM A53/A53M Schedule 40 galvanized.

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1. Fittings: ASME B16.3, malleable iron galvnized, or ASTM A234/A234M, galvanized wrought steel welding type.
2. Joints: Threaded or welded to ASME B31.1.
3. Paint piping in accordance to section 09 90 00.

2.04 PIPE FLANGES, UNIONS, AND COUPLINGS

A. Unions for Pipe Sizes 3 inch and Under:
   1. Ferrous Pipe: Class 150 malleable iron threaded unions.
   2. Copper Tube and Pipe: Class 150 bronze unions with soldered joints.

B. Flanges for Pipe Sizes Over 1 inch:
   1. Ferrous Pipe: Class 150 malleable iron threaded or forged steel slip-on flanges; preformed neoprene gaskets.
   2. Copper Tube and Pipe: Class 150 slip-on bronze flanges; preformed neoprene gaskets.

2.05 PIPE HANGERS AND SUPPORTS

A. Provide hangers and supports that comply with MSS SP-58.
   1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
   2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
   3. Trapeze Hangers: Welded steel channel frames attached to structure.
   4. Vertical Pipe Support: Steel riser clamp.

B. Plumbing Piping - Drain, Waste, and Vent:
   1. Conform to ASME B31.9.
   2. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.
   3. Hangers for Pipe Sizes 2 inch and Over: Carbon steel, adjustable, clevis.
   4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.

C. Plumbing Piping - Water:
   1. Conform to ASME B31.9.
   2. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.
   3. Hangers for Cold Pipe Sizes 2 inch and Over: Carbon steel, adjustable, clevis.
   4. Hangers for Hot Pipe Sizes 2 to 4 inch: Carbon steel, adjustable, clevis.
   5. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.

D. Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:
   1. Concrete Wedge Expansion Anchors: Comply with ICC-ES AC193.
   2. Masonry Wedge Expansion Anchors: Comply with ICC-ES AC01.
   3. Concrete Screw Type Anchors: Comply with ICC-ES AC193.
   4. Masonry Screw Type Anchors: Comply with ICC-ES AC106.
   5. Concrete Adhesive Type Anchors: Comply with ICC-ES AC308.
   6. Manufacturers:
      a. Powers Fasteners, Inc.: www.powers.com.
      b. Substitutions: See Section 01 60 00 - Product Requirements.

2.06 BALL VALVES

A. Manufacturers:
   1. Tyco Flow Control: www.tycoflowcontrol.com.
   2. Substitutions: See Section 01 60 00 - Product Requirements.

B. Construction, 4 inch and Smaller: MSS SP-110, Class 150, 400 psi CWP, bronze or ductile iron body, 304 stainless steel or chrome plated brass ball, regular port, teflon seats and stuffing box ring, blow-out proof stem, lever handle with balancing stops, threaded or grooved ends with union.

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C. Construction, 4 Inches and Smaller: MSS SP-110, Class 150, 400 psi CWP, bronze, two piece body, chrome plated brass ball, regular port, teflon seats and stuffing box ring, blow-out proof stem, lever handle with balancing stops, solder ends with union.

2.07 PLUG VALVES

A. Construction: 1, 175 psi CWP, cast iron body and plug, pressure lubricated, teflon or Buna N packing, flanged or grooved ends. Provide lever operator with set screw.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that excavations are to required grade, dry, and not over-excavated.

3.02 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and dirt, on inside and outside, before assembly.

C. Prepare piping connections to equipment with flanges or unions.

3.03 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Vent piping within a plenum rated ceiling must meet the code required smoke and flame spread ratings. If the material specified to be used does not meet the 25/50 smoke / flame spread rating it will be the installing contractors responsiblity to insulate the portion of this piping within the plenum.

C. Provide non-conducting dielectric connections wherever jointing dissimilar metals.

D. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.

E. Install piping to maintain headroom, conserve space, and not interfere with use of space.

F. Group piping whenever practical at common elevations.

G. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.

H. Provide access where valves and fittings are not exposed.

I. Sleeve pipes passing through partitions, walls, and floors.

J. Inserts:
   1. Provide inserts for placement in concrete formwork.
   2. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
   3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches.
   4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
   5. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut above slab.

K. Pipe Hangers and Supports:
   1. Install in accordance with ASME B31.9.
   2. Support horizontal piping as indicated.
   3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
   4. Place hangers within 12 inches of each horizontal elbow.
   5. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
   6. Provide copper plated hangers and supports for copper piping.

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3.04 APPLICATION

A. Install ball valves in domestic water systems.

B. Install plug valves for shut-off and to isolate equipment, part of systems, or vertical risers in gas piping.

3.05 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

A. Prior to starting work, verify system is complete, flushed, and clean.

B. Ensure acidity (pH) of water to be treated is between 7.4 and 7.6 by adding alkali (caustic soda or soda ash) or acid (hydrochloric).

C. Inject disinfectant, free chlorine in liquid, powder, tablet, or gas form throughout system to obtain 50 to 80 mg/L residual.

D. Bleed water from outlets to ensure distribution and test for disinfectant residual at minimum 15 percent of outlets.

E. Maintain disinfectant in system for 24 hours.

F. If final disinfectant residual tests less than 25 mg/L, repeat treatment.

G. Flush disinfectant from system until residual equal to that of incoming water or 1.0 mg/L.

H. Take samples no sooner than 24 hours after flushing, from 10 percent of outlets and from water entry, and analyze in accordance with AWWA C651.

3.06 SCHEDULES

A. Pipe Hanger Spacing:
   1. Metal Piping:
      a. Pipe Size: 1/2 inch to 1-1/4 inch:
         1) Maximum Hanger Spacing: 6.5 ft.
         2) Hanger Rod Diameter: 3/8 inches.
      b. Pipe Size: 1-1/2 inch to 2 inch:
         1) Maximum Hanger Spacing: 10 ft.
         2) Hanger Rod Diameter: 3/8 inch.
      c. Pipe Size: 2-1/2 inch to 3 inch:
         1) Maximum Hanger Spacing: 10 ft.
         2) Hanger Rod Diameter: 1/2 inch.
      d. Pipe Size: 4 inch to 6 inch:
         1) Maximum Hanger Spacing: 10 ft.
         2) Hanger Rod Diameter: 5/8 inch.
   2. Plastic Piping:
      a. All Sizes:
         1) Maximum Hanger Spacing: 6 ft.
         2) Hanger Rod Diameter: 3/8 inch.

END OF SECTION

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SECTION 22 30 00 - PLUMBING EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Commercial gas-fired water heaters.

1.02 RELATED REQUIREMENTS

A. Section 26 05 83 - Wiring Connections: Electrical characteristics and wiring connections.

1.03 REFERENCE STANDARDS

A. AHRI Directory of Certified Product Performance - Air-Conditioning, Heating, and Refrigeration Institute (AHRI); current edition at www.ahrinet.org.

B. ANSI Z21.10.1 - Gas Water Heaters - Volume I - Storage Water Heaters with Input Ratings of 75,000 Btu per Hour or Less; 2011.

C. ASHRAE Std 90.1 - Energy Standard for Buildings Except Low-Rise Residential Buildings; 2013, Including All Addenda.

D. ASME BPVC-VIII-1 - Boiler and Pressure Vessel Code, Section VIII, Division 1 - Rules for Construction of Pressure Vessels; 2015.

1.04 SUBMITTALS

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

B. Product Data:
   1. Provide dimension drawings of water heaters indicating components and connections to other equipment and piping.
   2. Provide electrical characteristics and connection requirements.

C. Operation and Maintenance Data: Include operation, maintenance, and inspection data, replacement part numbers and availability, and service depot location and telephone number.

D. Maintenance Materials: Furnish the following for State of Delaware DHSS - Department of Health and Social Services's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements for additional provisions.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

B. Certifications:
   1. Water Heaters: NSF approved.
   2. Gas Water Heaters: AHRI Directory of Certified Product Performance.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Provide temporary inlet and outlet caps. Maintain caps in place until installation.

PART 2 PRODUCTS

2.01 WATER HEATERS

A. Manufacturers:
   1. A.O. Smith Water Products Co: www.hotwater.com/#sle.
   2. Bock Water Heaters, Inc: www.bockwaterheaters.com/#sle.
   3. Rheem Manufacturing Company: www.rheem.com/#sle.

B. Commercial Gas-Fired Water Heaters:
   1. Type: Automatic, natural gas-fired, vertical storage.
   2. Minimum Efficiency Required: ASHRAE Std 90.1 I-P.
   3. Performance:
      a. Input: 75 Btuh at sea level.

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4. Tank: Glass lined welded steel ASME labeled; multiple flue passages, 4 inch diameter inspection port, thermally insulated with minimum 2 inches glass fiber, encased in corrosion-resistant steel jacket; baked-on enamel finish; floor shield and legs.
5. Accessories:
   a. Water Connections: Brass.
   b. Dip Tube: Brass.
   c. Drain valve.
   d. Anode: Magnesium.
6. Applications:

PART 3 EXECUTION

3.01 INSTALLATION

A. Install plumbing equipment in accordance with manufacturer's instructions, as required by code, and complying with conditions of certification, if any.

B. Coordinate with plumbing piping and related fuel piping work to achieve operating system.

END OF SECTION

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SECTION 23 05 53 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Nameplates.

B. Tags.

C. Pipe markers.

D. Ceiling tacks.

E. Ceiling Tacks

1.02 REFERENCE STANDARDS

A. ASME A13.1 - Scheme for the Identification of Piping Systems; 2007.

1.03 SUBMITTALS

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

B. List: Submit list of wording, symbols, letter size, and color coding for mechanical identification.

C. Chart and Schedule: Submit valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.

D. Product Data: Provide manufacturers catalog literature for each product required.

E. Manufacturer's Installation Instructions: Indicate special procedures, and installation.

F. Project Record Documents: Record actual locations of tagged valves.

PART 2 PRODUCTS

2.01 IDENTIFICATION APPLICATIONS

A. Air Handling Units: Nameplates.

B. Control Panels: Nameplates.

C. Heat Transfer Equipment: Nameplates.

D. Major Control Components: Nameplates.

E. Piping: Tags.

F. Valves: Tags and ceiling tacks where located above lay-in ceiling.

G. Water Treatment Devices: Nameplates.

2.02 MANUFACTURERS

A. Brady Corporation: www.bradycorp.com.

B. Champion America, Inc: www.Champion-America.com.

C. Seton Identification Products: www.seton.com/aec.

D. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 NAMEPLATES

A. Description: Laminated three-layer plastic with engraved letters.
   1. Letter Color: White.
   2. Letter Height: 1/4 inch.
   3. Background Color: Black.

2.04 TAGS

A. Plastic Tags: Laminated three-layer plastic with engraved black letters on light contrasting background color. Tag size minimum 1-1/2 inch diameter.

B. Metal Tags: Brass with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.

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C. Valve Tag Chart: Typewritten letter size list in anodized aluminum frame.

2.05 PIPE MARKERS

A. Color: Comply with ASME A13.1.

B. Plastic Pipe Markers: Factory fabricated, flexible, semi- rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.

2.06 CEILING TACKS

A. Description: Steel with 3/4 inch diameter color coded head.

B. Color code as follows:
   1. HVAC Equipment: Yellow.
   2. Fire Dampers and Smoke Dampers: Red.
   3. Heating/Cooling Valves: Blue.

PART 3 EXECUTION

3.01 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

3.02 INSTALLATION

A. Install nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.

B. Install tags with corrosion resistant chain.

C. Install plastic pipe markers in accordance with manufacturer's instructions.

D. Install underground plastic pipe markers 6 to 8 inches below finished grade, directly above buried pipe.

E. Identify air handling units, pumps, heat transfer equipment, tanks, and water treatment devices with plastic nameplates. Small devices, such as in-line pumps, may be identified with tags.

F. Identify control panels and major control components outside panels with plastic nameplates.

G. Identify thermostats relating to terminal boxes or valves with nameplates.

H. Identify valves in main and branch piping with tags.

I. Locate ceiling tacks to locate valves or dampers above lay-in panel ceilings. Locate in corner of panel closest to equipment.

END OF SECTION

NOT FOR BIDDING PURPORSES

SECTION 23 05 93 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Testing, adjustment, and balancing of air systems.

B. Measurement of final operating condition of HVAC systems.

C. Commissioning activities.

1.02 RELATED REQUIREMENTS

A. Section 01 40 00 - Quality Requirements: Employment of testing agency and payment for services.

B. Section 01 91 13 - General Commissioning Requirements: Commissioning requirements that apply to all types of work.

C. Section 23 08 00 - Commissioning of HVAC.

1.03 REFERENCE STANDARDS

A. ASHRAE Std 111 - Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems; 2008.

B. NEBB (TAB) - Procedural Standards for Testing Adjusting and Balancing of Environmental Systems; 2015, Eighth Edition.

C. SMACNA (TAB) - HVAC Systems Testing, Adjusting and Balancing; 2002.

1.04 SUBMITTALS

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

B. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
   1. Submit to DEDC, LLC.
   2. Include at least the following in the plan:
      a. List of all air flow, water flow, sound level, system capacity and efficiency measurements to be performed and a description of specific test procedures, parameters, formulas to be used.
      b. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
      c. Discussion of what notations and markings will be made on the duct and piping drawings during the process.
      d. Final test report forms to be used.
      e. Detailed step-by-step procedures for TAB work for each system and issue, including:
         1) Terminal flow calibration (for each terminal type).
         2) Diffuser proportioning.
         3) Branch/submain proportioning.
         4) Total flow calculations.
         5) Rechecking.
         6) Diversity issues.
      f. Expected problems and solutions, etc.
      g. Details of how TOTAL flow will be determined; for example:
         1) Air: Sum of terminal flows via control system calibrated readings or via hood readings of all terminals, supply (SA) and return air (RA) pitot traverse, SA or RA flow stations.
      h. Confirmation of understanding of the outside air ventilation criteria under all conditions.
      i. Method of verifying and setting minimum outside air flow rate will be verified and set and for what level (total building, zone, etc.).

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j. Procedures for formal deficiency reports, including scope, frequency and distribution.

C. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
1. Revise TAB plan to reflect actual procedures and submit as part of final report.
2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for DEDC, LLC and for inclusion in operating and maintenance manuals.
3. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
4. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
5. Units of Measure: Report data in both I-P (inch-pound) and SI (metric) units.
6. Include the following on the title page of each report:
a. Name of Testing, Adjusting, and Balancing Agency.
b. Address of Testing, Adjusting, and Balancing Agency.
c. Telephone number of Testing, Adjusting, and Balancing Agency.
d. Project name.
e. Project location.
f. Project Engineer.
g. Project Contractor.
h. Report date.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

A. TAB contractor shall review all of the drawings with special attention to the controls drawings as there is additional instruction on the drawings and sequence of operation as to how balancing shall be performed and what information the controls contractor is required to obtain.

B. TAB contractor shall perform ductwork leak tests prior to installation of ceiling. TAB contractor shall schedule this work thru the mechanical contractor.

C. Perform total system balance in accordance with one of the following:
1. SMACNA (TAB).

D. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.

E. Where HVAC systems and/or components interface with life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with the authorities having jurisdiction.

F. TAB Agency Qualifications:
1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
2. Certified by one of the following:
a. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: www.tabbcertified.org/#sle.

G. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.

3.02 EXAMINATION

A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
1. Systems are started and operating in a safe and normal condition.
2. Temperature control systems are installed complete and operable.
3. Proper thermal overload protection is in place for electrical equipment.
4. Final filters are clean and in place. If required, install temporary media in addition to final filters.

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5. Duct systems are clean of debris.
6. Fans are rotating correctly.
7. Fire and volume dampers are in place and open.
8. Air coil fins are cleaned and combed.
9. Access doors are closed and duct end caps are in place.
10. Air outlets are installed and connected.
11. Duct system leakage is minimized.
12. Service and balance valves are open.

B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.

C. Beginning of work means acceptance of existing conditions.

3.03 PREPARATION

A. Hold a pre-balancing meeting at least one week prior to starting TAB work.
1. Require attendance by all installers whose work will be tested, adjusted, or balanced.

B. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to DEDC, LLC to facilitate spot checks during testing.

3.04 ADJUSTMENT TOLERANCES

A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.

3.05 RECORDING AND ADJUSTING

A. Ensure recorded data represents actual measured or observed conditions.

B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.

C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.

D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

3.06 AIR SYSTEM PROCEDURE

A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities at site altitude.

B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.

C. Measure air quantities at air inlets and outlets.

D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.

E. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.

F. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.

G. For all belt driven fans provide adjustable sheave during balancing process, and then permanent sheave once balancing is complete.

3.07 COMMISSIONING

A. See Sections 01 91 13 - General Commissioning Requirements and 23 08 00 for additional requirements.

B. Perform prerequisites prior to starting commissioning activities.

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C. Fill out Prefunctional Checklists for:
   1. Air side systems.
   2. Water side systems.

D. Furnish to the Commissioning Authority, upon request, any data gathered but not shown in the final TAB report.

E. Re-check a random sample equivalent to 10 percent of the final TAB report data as directed by Commissioning Authority.
   1. Original TAB agency shall execute the re-checks, witnessed by the Commissioning Authority.
   2. Use the same test instruments as used in the original TAB work.
   3. Failure of more than 10 percent of the re-checked items of a given system shall result in the rejection of the system TAB report; rebalance the system, provide a new system TAB report, and repeat random re-checks.
   4. For purposes of re-check, failure is defined as follows:
      a. Air Flow of Supply and Return: Deviation of more than 10 percent of instrument reading.
      b. Minimum Outside Air Flow: Deviation of more than 20 percent of instrument reading; for inlet vane or VFD OSA compensation system using linear proportional control, deviation of more than 30 percent at intermediate supply flow.
      c. Temperatures: Deviation of more than one degree F.
      d. Air and Water Pressures: Deviation of more than 10 percent of full scale of test instrument reading.
      e. Sound Pressures: Deviation of more than 3 decibels, with consideration for variations in background noise.
   5. For purposes of re-check, a whole system is defined as one in which inaccuracies will have little or no impact on connected systems; for example, the air distribution system served by one air handler or the hydronic chilled water supply system served by a chiller or the condenser water system.

F. In the presence of the Commissioning Authority, verify that:
   1. Final settings of all valves, splitters, dampers and other adjustment devices have been permanently marked.
   2. The air system is being controlled to the lowest possible static pressure while still meeting design loads, less diversity; this shall include a review of TAB methods, established control setpoints, and physical verification of at least one leg from fan to diffuser having all balancing dampers wide open and that during full cooling of all terminal units taking off downstream of the static pressure sensor, the terminal unit on the critical leg has its damper 90 percent or more open.
   3. The water system is being controlled to the lowest possible pressure while still meeting design loads, less diversity; this shall include a review of TAB methods, established control setpoints, and physical verification of at least one leg from the pump to the coil having all balancing valves wide open and that during full cooling the cooling coil valve of that leg is 90 percent or more open.

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3.08 SCOPE

A. Test, adjust, and balance the following:
   1. Air Coils.
   2. Air Handling Units.
   3. Fans.
   4. Air Filters.
   5. Air Inlets and Outlets.

3.09 MINIMUM DATA TO BE REPORTED

A. Electric Motors:
   1. Manufacturer.

2. Model/Frame.
3. HP/BHP.
4. Phase, voltage, amperage; nameplate, actual, no load.
5. RPM.
6. Service factor.
7. Sheave Make/Size/Bore.

B. V-Belt Drives:
1. Identification/location.
2. Required driven RPM.
3. Driven sheave, diameter and RPM.
4. Belt, size and quantity.
5. Motor sheave diameter and RPM.
6. Center to center distance, maximum, minimum, and actual.

C. Combustion Equipment:
1. Boiler manufacturer.
2. Model number.
3. Serial number.
4. Firing rate.
5. Overfire draft.
6. Gas meter timing dial size.
7. Gas meter time per revolution.
8. Gas pressure at meter outlet.
9. Gas flow rate.
10. Heat input.
11. Burner manifold gas pressure.
12. Percent carbon monoxide (CO).
13. Percent carbon dioxide (CO2).
14. Percent oxygen (O2).
15. Percent excess air.
16. Flue gas temperature at outlet.
17. Ambient temperature.
18. Net stack temperature.
19. Percent stack loss.
20. Percent combustion efficiency.
21. Heat output.

D. Air Cooled Condensers:
1. Identification/number.
2. Location.
3. Manufacturer.
4. Model number.
5. Serial number.
6. Entering DB air temperature, design and actual.
7. Leaving DB air temperature, design and actual.
8. Number of compressors.

E. Cooling Coils:
1. Identification/number.
2. Location.
3. Service.
4. Manufacturer.
5. Air flow, design and actual.
6. Entering air DB temperature, design and actual.

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7. Entering air WB temperature, design and actual.
8. Leaving air DB temperature, design and actual.
9. Leaving air WB temperature, design and actual.
10. Air pressure drop, design and actual.

F. Air Moving Equipment:
1. Location.
2. Manufacturer.
3. Model number.
4. Serial number.
5. Arrangement/Class/Discharge.
6. Air flow, specified and actual.
7. Return air flow, specified and actual.
8. Outside air flow, specified and actual.
9. Total static pressure (total external), specified and actual.
10. Inlet pressure.
11. Discharge pressure.
12. Sheave Make/Size/Bore.
13. Number of Belts/Make/Size.
14. Fan RPM.

G. Return Air/Outside Air:
1. Identification/location.
2. Design air flow.
3. Actual air flow.
4. Design return air flow.
5. Actual return air flow.
6. Design outside air flow.
7. Actual outside air flow.
8. Return air temperature.
9. Outside air temperature.
10. Required mixed air temperature.
11. Actual mixed air temperature.
12. Design outside/return air ratio.
13. Actual outside/return air ratio.

H. Exhaust Fans:
1. Location.
2. Manufacturer.
3. Model number.
4. Serial number.
5. Air flow, specified and actual.
6. Total static pressure (total external), specified and actual.
7. Inlet pressure.
8. Discharge pressure.
9. Sheave Make/Size/Bore.
10. Number of Belts/Make/Size.
11. Fan RPM.

I. Duct Traverses:
1. System zone/branch.
2. Duct size.
3. Area.
4. Design velocity.
5. Design air flow.
6. Test velocity.

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7. Test air flow.
8. Duct static pressure.
9. Air temperature.
10. Air correction factor.

J. Duct Leak Tests:
1. Description of ductwork under test.
2. Duct design operating pressure.
3. Duct design test static pressure.
4. Duct capacity, air flow.
5. Maximum allowable leakage duct capacity times leak factor.
6. Test apparatus:
   a. Blower.
   b. Orifice, tube size.
   c. Orifice size.
   d. Calibrated.
7. Test static pressure.
8. Test orifice differential pressure.
9. Leakage.

END OF SECTION

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SECTION 23 07 13 - DUCT INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Glass Fiber, Flexible.

B. Glass Fiber, Rigid

C. Polyisocyanurate, Rigid

D. Jackets.

E. Duct insulation.

F. Jacketing and accessories.

1.02 RELATED REQUIREMENTS

A. Section 23 05 53 - Identification for HVAC Piping and Equipment.

B. Section 23 31 00 - HVAC Ducts and Casings

1.03 REFERENCE STANDARDS

A. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021.

B. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2010.

C. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications; 2013.

D. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation; 2014.

E. ASTM C1071 - Standard Specification for Fibrous Glass Duct Lining Insulation (Thermal and Sound Absorbing Material); 2012.

F. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

G. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2014.

H. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005.

I. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.04 SUBMITTALS

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

B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section with not less than three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site in original factory packaging, labelled with manufacturer's identification, including product density and thickness.

B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.07 FIELD CONDITIONS

A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.

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B. Maintain temperature during and after installation for minimum period of 24 hours.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.02 GLASS FIBER, FLEXIBLE

A. Manufacturer:
   1. Knauf Insulation: www.knaufusa.com.
   2. Johns Manville: www.jm.com.
   3. Owens Corning Corporation: www.ocbuildingspec.com/#sle.

B. Insulation: ASTM C553; flexible, noncombustible blanket.
   1. K value: 0.36 at 75 degrees F, when tested in accordance with ASTM C518.
   2. Minimum Density of 1.0 PCF.

C. Vapor Barrier Jacket:
   1. 0.0032 inch vinyl.
   2. Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.
   3. Secure with pressure-sensitive tape.

2.03 POLYISOCYANURATE, RIGID

A. Insulation consists of a pre-manufactured panel system consisting of four (4) piece interlocking panels.

B. The interlocking panels shall be constructed of Dow Thermax polyisocyanurate insulation, ASTM D-1622, normal 2 pcf.
   1. Water vapor transmission as permeance less than 0.03, per ASTM E-96;
   2. Water absorption less than 0.3% (24 Hours), per ASTM C-209.
   3. Flexural strenght more than 40 psi, per ASTM C-203.

C. Operating temperature range of -100 deg. F to +250 deg. F.

D. Insulation shall be clad with 0.032" thick embossed aluminum and sealed with vapor barrier compound. All joints shall interlock to ensure a thermal seal with no pass through seams.

E. Panels shall be secured with #10 self-tapping stainless screws with weather seal washers.

F. Manufacturers:
   1. P.T.M. Manufacturing, LLC Model Techna-Duc.
   2. Fab-Rite Exterior Duct Cladding System
   3. Substitutions: See Section 01 60 00 - Product Requirements.

G. Insulation shall be provided with a 20-year warranty.

2.04 GLASS FIBER, RIGID

A. Manufacturer:
   1. Knauf Insulation: www.knaufusa.com.
   2. Johns Manville: www.jm.com.
   3. Owens Corning Corp: www.owenscorning.com.
   4. CertainTeed Corporation: www.certainteed.com.

B. Insulation: ASTM C612; rigid, noncombustible blanket.
   1. K Value: 0.24 at 75 degrees F, when tested in accordance with ASTM C518.
   2. Maximum Service Temperature: 450 degrees F.
   3. Maximum Water Vapor Absorption: 5.0 percent.
   4. Maximum Density: 8.0 pcf.

C. Vapor Barrier Jacket:
   1. 0.0032 inch vinyl.

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2. Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.

2.05 JACKETING AND ACCESSORIES

A. Aluminum Jacket:
   1. Comply with ASTM B209/B209M, Temper H14, minimum thickness of 0.016 inch with factory-applied polyethylene and kraft paper moisture barrier on the inside surface.
   2. Thickness: 0.016 inch sheet.
   3. Finish: Smooth.
   4. Joining: Longitudinal slip joints and 2 inch laps.
   5. Fittings: 0.016 inch thick die-shaped fitting covers with factory-attached protective liner.
   6. Metal Jacket Bands: 3/8 inch wide; 0.010 inch thick stainless steel.

PART 3 EXECUTION

3.01 EXAMINATION

A. Test ductwork for design pressure prior to applying insulation materials.

B. Verify that surfaces are clean, foreign material removed, and dry.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions.
   1. For rigid polyisocyanurate, installation shall only be completed by manufacturer licensed contractors.

B. Insulated Ducts Conveying Air Below Ambient Temperature:
   1. Provide insulation with vapor barrier jackets.
   2. Finish with tape and vapor barrier jacket.
   3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
   4. Insulate entire system, including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.

C. Insulated Ducts Conveying Air Above Ambient Temperature:
   1. Provide with or without standard vapor barrier jacket.
   2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.

D. Ducts Exposed in Mechanical Equipment Rooms or Finished Spaces (below 10 feet above finished floor): Finish with canvas jacket sized for finish painting.

E. External Duct Insulation Application:
   1. Secure insulation with vapor barrier with wires and seal jacket joints with vapor barrier adhesive or tape to match jacket.
   2. Secure insulation without vapor barrier with staples, tape, or wires.
   3. Install without sag on underside of duct. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift duct off trapeze hangers and insert spacers.
   4. Seal vapor barrier penetrations by mechanical fasteners with vapor barrier adhesive.
   5. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

3.03 SCHEDULES

A. Exhaust Ducts Within 10 ft of Exterior Openings: 2 inches thick, flexible glass fiber or rigid board.

B. Outside Air Intake Ducts: 2 inches thick, flexible glass fiberor rigid board.

C. Supply Ducts within insulated building envelope (R-6 min.): 2 inches thick, flexible glass fiber

D. Supply Ducts within building but outside insulated building envelope (R-8 min.): 3 inches thick, flexible glass fiber, or 2" thick rigid board.

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E. Return Ducts: 1 inch thick, flexible glass fiber or rigid board.

F. Ducts exposed in mechanical room or non public spaces: shall be provided with rigid board and jacket.

G. Ducts Exposed to Outdoors (R-8 min): 2 inches thick, rigid polyisocyanurate encased in metal.

END OF SECTION

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SECTION 23 08 00 - COMMISSIONING OF HVAC

PART 1 GENERAL

1.01 SUMMARY

A. See Section 01 91 13 - General Commissioning Requirements for overall objectives; comply with the requirements of Section 01 91 13.

B. This section covers the Contractor's responsibilities for commissioning; each subcontractor or installer responsible for the installation of a particular system or equipment item to be commissioned is responsible for the commissioning activities relating to that system or equipment item.

C. The following HVAC equipment is to be commissioned, including commissioning activities for the following specific items:
   1. Control system.
   2. Piping systems and equipment.
   3. Boilers.
   4. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.

1.02 RELATED REQUIREMENTS

A. Section 01 78 00 - Closeout Submittals: Scope and procedures for operation and maintenance manuals and project record documents.

B. Section 01 79 00 - Demonstration and Training: Scope and procedures for State of Delaware DHSS - Department of Health and Social Services personnel training.

C. Section 01 91 13 - General Commissioning Requirements: Commissioning requirements that apply to all types of work.

D. Section 23 09 50 - Building Automation System (BAS) General

E. Section 23 09 59 - BAS System Commissioning

1.03 REFERENCE STANDARDS

A. ASHRAE Guideline 1.1 - The HVAC Commissioning Process; 2007

1.04 SUBMITTALS

A. Contractor shall draft Prefunctional Checklists and Functional Test Procedures for systems being commissioned: Detailed written plan indicating the procedures to be followed to test, checkout and adjust the control system prior to full system Functional Testing; include at least the following for each type of equipment controlled:
   1. System name.
   2. List of devices.
   3. Step-by-step procedures for testing each controller after installation, including:
      a. Process of verifying proper hardware and wiring installation.
      b. Process of downloading programs to local controllers and verifying that they are addressed correctly.
      c. Process of performing operational checks of each controlled component.
      d. Plan and process for calibrating valve and damper actuators and all sensors.
      e. Description of the expected field adjustments for transmitters, controllers and control actuators should control responses fall outside of expected values.
   4. Copy of proposed log and field checkout sheets to be used to document the process; include space for initial and final read values during calibration of each point and space to specifically indicate when a sensor or controller has “passed” and is operating within the contract parameters.
   5. Description of the instrumentation required for testing.

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6. Indicate what tests on what systems should be completed prior to TAB using the control system for TAB work. Coordinate with the Commissioning Authority and TAB contractor for this determination.

B. Startup Reports, Prefunctional Checklists, and Trend Logs: Submit for approval of Commissioning Authority.

C. HVAC Control System O&M Manual Requirements. Submit as required in section 23 09 59.

D. Project Record Documents: See Section 01 78 00 for additional requirements.
1. Submit updated version of control system documentation, for inclusion with operation and maintenance data.
2. Show actual locations of all static and differential pressure sensors (air, water and building pressure) and air-flow stations on project record drawings.

E. Draft Training Plan: In addition to requirements specified in Section 01 79 00, include:
1. Follow the recommendations of ASHRAE Guideline 1.1.
2. Control system manufacturer's recommended training.
3. Demonstration and instruction on function and overrides of any local packaged controls not controlled by the HVAC control system.

F. Training Manuals: See Section 01 79 00 for additional requirements.
1. Provide three extra copies of the controls training manuals in a separate manual from the O&M manuals.

PART 2 PRODUCTS

2.01 TEST EQUIPMENT

A. Provide all standard testing equipment required to perform startup and initial checkout and required functional performance testing; unless otherwise noted such testing equipment will NOT become the property of State of Delaware DHSS - Department of Health and Social Services.

B. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to State of Delaware DHSS - Department of Health and Social Services; such equipment, tools, and instruments are to become the property of State of Delaware DHSS - Department of Health and Social Services.

PART 3 EXECUTION

3.01 PREPARATION

A. Prepare a preliminary schedule for HVAC pipe and duct system testing, flushing and cleaning, equipment start-up and testing, adjusting, and balancing start and completion for use by the Commissioning Authority; update the schedule as appropriate.

B. Notify the Commissioning Authority when pipe and duct system testing, flushing, cleaning, startup of each piece of equipment and testing, adjusting, and balancing will occur; when commissioning activities not yet performed or not yet scheduled will delay construction notify ahead of time and be proactive in seeing that the Commissioning Authority has the scheduling information needed to efficiently execute the commissioning process.

C. Put all HVAC equipment and systems into operation and continue operation during each working day of testing, adjusting, and balancing and commissioning, as required.

D. Provide test holes in ducts and plenums where directed to allow air measurements and air balancing; close with an approved plug.

E. Provide temperature and pressure taps in accordance with Contract Documents.
1. Provide a pressure/temperature plug at each water sensor that is an input point to the control system.

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3.02 INSPECTING AND TESTING - GENERAL

A. Submit startup plans, startup reports, and Prefunctional Checklists for each item of equipment or other assembly to be commissioned.

B. Perform the Functional Tests directed by the Commissioning Authority for each item of equipment or other assembly to be commissioned.

C. Provide two-way radios for use during the testing.

D. Valve/Damper Stroke Setup and Check:
   1. For all valve/damper actuator positions checked, verify the actual position against the control system readout.
   2. Set pump/fan to normal operating mode.
   3. Command valve/damper closed; visually verify that valve/damper is closed and adjust output zero signal as required.
   4. Command valve/damper open; verify position is full open and adjust output signal as required.
   5. Command valve/damper to a few intermediate positions.
   6. If actual valve/damper position does not reasonably correspond, replace actuator or add pilot positioner (for pneumatics).

E. Closure for Heating Coil Valves - Normally Open:
   1. Set heating setpoint 20 degrees F above room temperature.
   2. Observe valve open.
   3. Remove control air or power from the valve and verify that the valve stem and actuator position do not change.
   4. Restore to normal.
   5. Set heating setpoint to 20 degrees F below room temperature.
   6. Observe the valve close.

F. Closure for Cooling Coil Valves - Normally Closed:
   1. Set cooling setpoint 20 degrees F above room temperature.
   2. Observe the valve close.
   3. Remove control air or power from the valve and verify that the valve stem and actuator position do not change.
   4. Restore to normal.
   5. Set cooling setpoint to 20 degrees F below room temperature.
   6. Observe valve open.
   7. Restore to normal.

G. Coil Valve Leak Check:
   1. Method 1 - Water Temperature With 2-Way Valve:
      a. Calibrate water temperature sensors on each side of coil to be within 0.2 degree F of each other.
      b. Turn off air handler fans, close outside air dampers. Keep pump running. Make sure appropriate coil dampers are open.
      c. Normally closed valves will close.
      d. Override normally open valves to the closed position.
      e. After 10 minutes observe water delta T across coil. If it is greater than 2 degrees F (, leakage is probably occurring.
      f. Reset valve stroke to close tighter.
      g. Repeat test until compliance is achieved.

H. Isolation Valve or System Valve Leak Check: For valves not by coils.
   1. With full pressure in the system, command valve closed.
   2. Use an ultra-sonic flow meter to detect flow or leakage.

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I. Deficiencies: Correct deficiencies and re-inspect or re-test, as applicable, at no extra cost to State of Delaware DHSS - Department of Health and Social Services.

3.03 TAB COORDINATION

A. TAB: Testing, adjusting, and balancing of HVAC.

B. Coordinate commissioning schedule with TAB schedule.

C. Review the TAB plan to determine the capabilities of the control system toward completing TAB.

D. Provide all necessary unique instruments and instruct the TAB technicians in their use; such as handheld control system interface for setting terminal unit boxes, etc.

E. Have all required Prefunctional Checklists, calibrations, startup and component Functional Tests of the system completed and approved by the Commissioning Authority prior to starting TAB.

F. Provide a qualified control system technician to operate the controls to assist the TAB technicians or provide sufficient training for the TAB technicians to operate the system without assistance.

3.04 CONTROL SYSTEM FUNCTIONAL TESTING

A. Coordinate with Section 23 09 59 for requirements.

3.05 OPERATION AND MAINTENANCE MANUALS

A. See Section 01 78 00 for additional requirements.

B. Add design intent documentation furnished by DEDC, LLC to manuals prior to submission to State of Delaware DHSS - Department of Health and Social Services.

C. Submit manuals related to items that were commissioned to Commissioning Authority for review; make changes recommended by Commissioning Authority.

D. Commissioning Authority will add commissioning records to manuals after submission to State of Delaware DHSS - Department of Health and Social Services.

3.06 DEMONSTRATION AND TRAINING

A. See Section 01 79 00 for additional requirements.

B. Coordinate with Section 23 09 59 for requirements.

C. These demonstrations are in addition to, and not a substitute for, Prefunctional Checklists and demonstrations to the Commissioning Authority during Functional Testing.

D. Provide classroom and hands-on training of State of Delaware DHSS - Department of Health and Social Services's designated personnel on operation and maintenance of the HVAC system, control system, and all equipment items indicated to be commissioned. Provide the following minimum durations of training:
   1. Boilers and System: 8 hours.
   2. Piping Systems: 2 hours.
   3. Air Handling Units: 1 hours.

E. TAB Review: Instruct State of Delaware DHSS - Department of Health and Social Services's personnel for minimum 2 hours, after completion of TAB, on the following:
   1. Review final TAB report, explaining the layout and meanings of each data type.
   2. Discuss any outstanding deficient items in control, ducting or design that may affect the proper delivery of air or water.
   3. Identify and discuss any terminal units, duct runs, diffusers, coils, fans and pumps that are close to or are not meeting their design capacity.
   4. Discuss any temporary settings and steps to finalize them for any areas that are not finished.
   5. Other salient information that may be useful for facility operations, relative to TAB.

F. Provide the services of manufacturer representatives to assist instructors where necessary.

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G. Provide the services of the HVAC controls instructor at other training sessions, when requested, to discuss the interaction of the controls system as it relates to the equipment being discussed.

END OF SECTION

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SECTION 23 11 23 - FACILITY NATURAL-GAS PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pipe, pipe fittings, valves, and connections for natural gas piping systems.

1.02 RELATED REQUIREMENTS

A. Section 23 05 53 - Identification for HVAC Piping and Equipment.

B. Section 33 52 16 - Gas Hydrocarbon Piping.

1.03 REFERENCE STANDARDS

A. ANSI Z223.1 - National Fuel Gas Code; 2015.

B. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300; 2011.

C. ASME B31.1 - Power Piping; 2014.

D. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2012.

E. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service; 2015.

F. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends; 2010.

1.04 SUBMITTALS

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

1.05 FIELD CONDITIONS

A. Do not install underground piping when bedding is wet or frozen.

PART 2 PRODUCTS

2.01 NATURAL GAS PIPING, BURIED WITHIN 5 FEET OF BUILDING

2.02 NATURAL GAS PIPING, ABOVE GRADE

A. Steel Pipe: ASTM A53/A53M, Schedule 40 black.
   1. Fittings: ASME B16.3, malleable iron, or ASTM A234/A234M, wrought steel welding type.
   2. Joints: Threaded or welded to ASME B31.1.

2.03 PIPE HANGERS AND SUPPORTS

A. Provide hangers and supports that comply with MSS SP-58.
   1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
   2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
   3. Trapeze Hangers: Welded steel channel frames attached to structure.
   4. Vertical Pipe Support: Steel riser clamp.

2.04 BALL VALVES

A. Manufacturers:
   1. Apollo Valves: www.apollovalves.com/#sle.
   2. Grinnell Products: www.grinnell.com/#sle.
   3. Nibco, Inc: www.nibco.com/#sle.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Construction, 4 Inches and Smaller: MSS SP-110, Class 150, 400 psi CWP, bronze or ductile iron body, 304 stainless steel or chrome plated brass ball, regular port, Teflon seats and stuffing box ring, blow-out proof stem, lever handle with balancing stops, solder or threaded ends with union.

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PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that excavations are to required grade, dry, and not over-excavated.

3.02 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and dirt, on inside and outside, before assembly.

C. Prepare piping connections to equipment with flanges or unions.

3.03 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Provide support for utility meters in accordance with requirements of utility companies.

3.04 APPLICATION

A. Install ball valves for shut-off and to isolate equipment, part of systems, or vertical risers.

B. Install ball valves for throttling, bypass, or manual flow control services.

3.05 SERVICE CONNECTIONS

A. Provide new gas service complete with gas meter and regulators in accordance with Section 33 52 16. Gas service distribution piping to have initial minimum pressure of 7 inch wg. Provide regulators on each line serving gravity type appliances, sized in accordance with equipment.

3.06 SCHEDULES

A. Pipe Hanger Spacing:
   1. Metal Piping:
      a. Pipe Size: 1/2 inches to 1-1/4 inches:
         1) Maximum Hanger Spacing: 6.5 ft.
         2) Hanger Rod Diameter: 3/8 inches.

END OF SECTION

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SECTION 23 31 00 - HVAC DUCTS AND CASINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Metal ducts.

B. Air plenums and casings

1.02 RELATED REQUIREMENTS

A. Section 23 01 30.51 - HVAC Air-Distribution System Cleaning: Post install duct cleaning.

B. Section 23 33 19 - Duct Silencers.

C. Section 23 37 00 - Air Outlets and Inlets: Fabric air distribution devices.

D. Section 23 05 93 - Testing, Adjusting, and Balancing for HVAC.

1.03 REFERENCE STANDARDS

A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.

B. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2015.

C. NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems; 2015.

D. NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations; 2014.

E. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005.

F. SMACNA (LEAK) - HVAC Air Duct Leakage Test Manual; 2012, 2nd Edition.

1.04 SUBMITTALS

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

B. Product Data: Provide data for duct materials.

C. Shop Drawings: Indicate duct fitting types, gauges, sizes, welds, and configuration.

D. Test Reports: Indicate pressure tests performed. Include date, section tested, test pressure, and leakage rate per appropriate seal class, following SMACNA (LEAK).

E. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience, and approved by manufacturer.

1.06 REGULATORY REQUIREMENTS

A. Construct ductwork to NFPA 90A, NFPA 90B, and NFPA 96 standards.

1.07 FIELD CONDITIONS

A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.

B. Maintain temperatures within acceptable range during and after installation of duct sealants.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Provide UL Class 1 ductwork, fittings, hangers, supports, and appurtenances in accordance with NFPA 90A and SMACNA (DCS) guidelines unless stated otherwise.

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B. Provide metal duct unless otherwise indicated. Fibrous glass duct can be substituted at the Contractor's option.

C. Acoustical Treatment: Provide sound-absorbing liners and sectional silencers for metal-based ducts in compliance with Section 23 33 19.

D. Duct Shape and Material in accordance with Allowed Static Pressure Range:

E. Duct Sealing and Leakage in accordance with Static Pressure Class:

F. Duct Fabrication Requirements:
   1. Duct and Fitting Fabrication and Support: SMACNA (DCS) including specifics for continuously welded round and oval duct fittings.
   2. Use reinforced and sealed sheet-metal materials at recommended gauges for indicated operating pressures or pressure class.
   3. Construct tee's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide air foil turning vanes of perforated metal with glass fiber insulation.
   4. Provide turning vanes of perforated metal with glass fiber insulation when acoustical lining is indicated.
   5. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
   6. Provide turning vanes of perforated metal with glass fiber insulation when an acoustical lining is required.
   7. Where ducts are connected to exterior wall louvers and duct outlet is smaller than louver frame, provide blank-out panels sealing louver area around duct. Use same material as duct, painted black on exterior side; seal to louver frame and duct.

G. All Ducts: Galvanized steel, or Manufactured Non-Metallic Ductwork.

2.02 MATERIALS

A. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
   1. Manufacturers:
      a. Ductmate Industries, Inc: PROseal Premium Water Based Duct Sealant: www.ductmate.com

2.03 METAL DUCTS

A. Material Requirements:
   1. Galvanized Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.

B. Manufactured Non-Metallic Ductwork:
   1. Products:
      a. Ductwork system materials including panels, adhesives, tapes, sealants, flanges and gaskets to be as a matched system listed by Underwriter's Laboratory to the UL-181 standard as a Class 1 air duct.
      b. Duct air leakage rates to be in compliance with SMACNA Class 3 HVAC Duct Construction Standards, latest version per applicable leakage class based on pressure.
      c. The panel shall be manufactured of CFC/HCFC-free rigid material thermobonded on both sides to a factory-applied .001"(25 micron) aluminum foil facing reinforced with a fiberglass scrim. The thermal conductivity shall be no greater than 0.13BTU in/hr x sq.ft x degree F(.018W/m x deg. C), and the density of the material shall not be less than 3.5 pcf(56 Kg/sq.m) with a minimum compressive strength of 28 psi (.2 MPa).
      d. The standard thermal rating to be a minimum of an R-6.0 (1.2 RSI)
      e. Installed ducting system must be warranted for a minimum of ten years from installation.
   2. Application:

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a. All fabricated duct segment fittings shall be designed in accordance with SMACNA HVAC Duct Construction Standards, latest edition.

3. Duct Installation:
   a. All exterior mounted ductwork shall be protected against the elements with a non-duct penetrating weatherproof finish. Duct segments shall incorporate 6.0 mils thickness 5-ply aluminum, zero permeability, absolute vapor barrier self-adhesive jacketing. All external seams and joints shall be fully sealed with joint and seam tape during the installation process.
4. Manufacturers:
   a. KoolDuct; www.ptmmanufacturing.com
   b. Substitutions: See Section 01 60 00 - Product Requirements.

C. Flexible Ducts: Black polymer film supported by helically wound spring steel wire.
1. Manufacturers:
   a. Thermaflex Model M-KE.
   b. Hart and Cooley Model F216.

2.04 AIR PLENUMS AND CASINGS

A. Fabricate in accordance with SMACNA (DCS) for indicated operating pressures indicated.

B. Minimum Fabrication Requirements:
1. Fabricate acoustic plenum or casing with reinforcing turned inward.
2. Provide 16 gauge, 0.059 inch sheet steel back facing and 22 gauge, 0.029 inch perforated sheet steel front facing with 3/32 inch diameter holes on 5/32 inch centers.
3. Construct panels 3 inches thick packed with 4.5 pcf minimum glass fiber insulation media, on inverted channels of 16 gauge, 0.059 inch sheet steel.
4. Mount floor mounted plenum or casings on 4 inch high concrete curbs. At floor, rivet panels on 8 inch centers to angles. Where floors are acoustically insulated, provide liner of galvanized 18 gauge, 0.052 inch expanded metal mesh supported at 12 inch centers, turned up 12 inches at sides with sheet metal shields.

C. Access Doors:
1. Install hinged access doors where indicated or required for access to equipment for cleaning and inspection.
2. Reinforce door frames with steel angles tied to horizontal and vertical plenum supporting angles.
3. Provide clear wire glass observation ports, minimum 6 by 6 inch size.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install, support, and seal ducts in accordance with SMACNA (DCS).

B. Install products following the manufacturer's instructions.

C. During construction, provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering the ductwork system.

D. Duct sizes indicated are inside precise dimensions. For lined ducts, maintain sizes inside lining.

E. Provide openings in ductwork as indicated to accommodate thermometers and controllers. Provide pilot tube openings as indicated for testing of systems, complete with metal can with spring device or screw to insure against air leakage. For openings, insulate ductwork and install insulation material inside a metal ring.

F. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.

G. Use crimp joints with or without bead for joining round duct sizes 8 inch and smaller with a crimp in the direction of airflow.

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H. Use double nuts and lock washers on threaded rod supports.

I. Connect terminal units to supply ducts directly or with one foot maximum length of flexible duct. Do not use a flexible duct to change direction.

J. At exterior wall louvers, seal duct to louver frame and install blank-out panels.

3.02 CLEANING

A. Clean thoroughly each duct system as indicated within Section 23 01 30.51.

B. Clean the duct system and force air at high velocity through the duct to remove accumulated dust. Clean half the system at a time to obtain sufficient air. Protect equipment that could be harmed by excessive dirt with temporary filters or bypass during cleaning.

3.03 PRESSURE TESTING

A. Prior to the balancing of the duct system by the AABC certified balancing contractor all ductwork shall be tested by the mechanical contractor for duct leakage in accordance with SMACNA Standards and AABC Standards Chapter 23. Duct leakage shall not exceed 1% for a duration of (10) ten minutes. Test pressures shall be as per SMACNA, however, not less than the following:
   1. Low Pressure Duct:
      a. 25% above system operating pressure, but not less than 2" w.c. (500 Pa).
   2. High Pressure Supply Duct:
      a. 25% above system operating pressure, but not less than 6" w.c. (1500 Pa).
   3. High Pressure Exhaust Duct:
      a. 25% above system operating pressure, but not less than 8" w.c. (2000 Pa).

B. Insulation materials shall not be applied until systems have been witnessed to meet the above testing requirements.

C. The testing and balancing contractor shall witness and certify all duct pressure tests.

D. Additional leak testing requirements:
   1. Disassemble, reassemble, and seal segments of duct systems to accomodate leakage testing and for compliance with test requirements.
   2. If static pressure classes are not indicated, test system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure.
   3. Provide seven (7) days advance notice for testing.

3.04 SCHEDULES

A. Ductwork Pressure Class:
   1. Supply (Heating Systems): 2 inch (500 Pa
   2. Supply (System with Cooling Coils): 2 inch.
   3. Return Ductwork: 1 inch.
   4. General Exhaust: 1 inch.
   5. Outside Air Intake: 1 inch.
   6. Combustion Air: 1 inch (250 Pa)

END OF SECTION

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SECTION 23 37 00 - AIR OUTLETS AND INLETS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Diffusers:

B. Rectangular ceiling diffusers.

C. Registers/grilles:
   1. Wall-mounted, grid core exhaust and return register/grilles.

D. Fabric air distribution devices.

E. Louvers:

1.02 REFERENCE STANDARDS

A. ASHRAE Std 70 - Method of Testing the Performance of Air Outlets and Inlets; 2006 (R2011).

B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

C. UL 2518 - Standard for Safety Air Dispersion Systems; Current Edition, Including All Revisions.

D. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

E. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2015.

F. NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems; 2015.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.

C. Project Record Documents: Record actual locations of air outlets and inlets.

1.04 QUALITY ASSURANCE

A. Test and rate air outlet and inlet performance in accordance with ASHRAE Std 70.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Price Industries: www.price-hvac.com/#sle.

B. Titus, a brand of Air Distribution Technologies: www.titus-hvac.com/#sle.

C. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 RECTANGULAR CEILING DIFFUSERS

A. Type: Square, stamped, multi-core diffuser to discharge air in 360 degree pattern with sectorizing baffles where indicated.

B. Frame: Inverted T-bar type. In plaster ceilings, provide plaster frame and ceiling frame.

C. Fabrication: Steel with baked enamel finish.

D. Accessories: Radial opposed blade damper and multi-louvered equalizing grid with damper adjustable from diffuser face.

2.03 WALL GRID CORE EXHAUST AND RETURN REGISTERS/GRILLES

A. Type: Fixed grilles of 1/2 by 1/2 by 1/2 inch louvers.

B. Fabrication: Aluminum with factory clear lacquer finish.

C. Frame: 1-1/4 inch margin with countersunk screw mounting.

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D. Damper: Integral, gang-operated, opposed blade type with removable key operator, operable from face.

2.04 FABRIC AIR DISTRIBUTION DEVICES

A. General Requirements:
   1. Diffuser material to comply with ASTM E84, UL 723, UL 2518, NFPA 90A, and NFPA 90B.
   2. Air Dispersion Method:
   3. Hanger Supports:

2.05 LOUVERS

A. Type: 4 inch deep frame with blades on 45 degree slope with center baffle and return bend, heavy channel frame, 1/2 inch square mesh screen over intake or exhaust end.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Check location of outlets and inlets and make necessary adjustments in position to comply with architectural features, symmetry, and lighting arrangement.

C. Install diffusers to ductwork with air tight connection.

D. Provide balancing dampers on duct take-off to diffusers, and grilles and registers, despite whether dampers are specified as part of the diffuser, or grille and register assembly.

E. Paint ductwork visible behind air outlets and inlets matte black.

F. Paint ductwork visible behind air outlets and inlets matte black, see Section 09 91 23.

END OF SECTION

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SECTION 23 74 13 - PACKAGED OUTDOOR CENTRAL-STATION AIR-HANDLING UNITS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Packaged roof top unit.

B. Unit controls.

C. Maintenance service.

1.02 RELATED REQUIREMENTS

A. Section 23 40 00 - HVAC Air Cleaning Devices.

B. Section 25 35 19 - Integrated Automation Control Valves.

C. Section 26 05 83 - Wiring Connections: Installation and wiring of thermostats and other controls components; wiring from unit terminal strip to remote panel.

1.03 REFERENCE STANDARDS

A. AHRI 210/240 - Standard for Performance Rating of Unitary Air-Conditioning and Air-Source Heat Pump Equipment; 2008.

B. AHRI 270 - Sound Performance Rating of Outdoor Unitary Equipment; 2008.

C. ASHRAE Std 135 - BACnet - A Data Communication Protocol for Building Automation and Control Networks; 2012.

D. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2015.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Product Data: Provide capacity and dimensions of manufactured products and assemblies required for this project. Indicate electrical service with electrical characteristics and connection requirements, and duct connections.

C. Shop Drawings: Indicate capacity and dimensions of manufactured products and assemblies required for this project. Indicate electrical service with electrical characteristics and connection requirements, and duct connections.

D. Controls Documentation: This equipment is to be integrated into an existing BAS. All of the BACnet points available shall be provided with the unit submittal. These points shall be defined as read/write or read only points. This documentation will also be provided to the Controls subcontrator for integration purposes. In addition to the BACnet point's the manufacturer's pre-determined control sequence shall be provided with the unit submittal.

E. Manufacturer's Instructions: Indicate assembly, support details, connection requirements, and include start-up instructions.

F. Operation and Maintenance Data: Include manufacturer's descriptive literature, operating instructions, installation instructions, maintenance and repair data, and parts listing.

G. Warranty: Submit manufacturer's warranty and ensure forms have been filled out in State of Delaware DHSS - Department of Health and Social Services's name and registered with manufacturer.

H. Maintenance Materials: Furnish the following for State of Delaware DHSS - Department of Health and Social Services's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements for additional provisions.
   2. Extra Filters: Two sets for each unit.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

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B. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Protect units from physical damage by storing off site until roof mounting curbs are in place, ready for immediate installation of units.

1.07 WARRANTY

A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.

B. Provide a five year warranty to include coverage for entire unit.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Basis of Design : Lennox Industries: www.lennoxindustries.com

B. Carrier: www.carrier.com.

C. Trane, a brand of Ingersoll Rand: www.trane.com.

D. York International Corporation/Johnson Controls Inc: www.johnsoncontrols.com.

E. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 MANUFACTURED UNITS

A. General: Roof mounted units having gas burner and electric refrigeration. This particular unit shall be mounted at grade.

B. Description: Self-contained, packaged, factory assembled and prewired, consisting of cabinet and frame, supply fan, heat exchanger and burner controls, air filters, refrigerant cooling coil and compressor, condenser coil and condenser fan.

C. Refrigerant: Use only refrigerants that have ozone depletion potential (ODP) of zero and global warming potential (GWP) of less than 50.

D. Disconnect Switch: Factory mount disconnect switch in control panel.

2.03 FABRICATION

A. Cabinet: Steel with baked enamel finish, including access doors with piano hinges and locking handle. Structural members shall be minimum 18 gage, 0.0478 inch, with access doors or panels of minimum 20 gage, 0.0359 inch.

B. Insulation: 1 inch thick neoprene coated glass fiber with edges protected from erosion.

C. Heat Exchangers: Stainless steel, of welded construction.

D. Supply Fan: Forward curved centrifugal type, resiliently mounted with V-belt drive, adjustable variable pitch motor pulley, and rubber isolated hinge mounted high efficiency motor. Isolate complete fan assembly. Refer to Section 22 05 48.

E. Air Filters:
   1. 2 inch thick glass fiber disposable media in metal frames.

2.04 COOLING SYSTEM

A. Refrigerant type: R-410A.

B. Capable of operating from 0 - 125 degrees F (-18 - 52 degrees C) without installation of additional controls.

C. Compressors:
   1. Two stage Scroll compressor on 3 thru 10 ton units for increased part load efficiency.
   2. Resiliently mounted on rubber mounts for vibration isolation.
   3. Overload Protected
   4. Internal excessive current and temperature protection
   5. Isolated from condenser and evaporator fan air streams

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6. Refrigerant cooled

D. TXV with removable element head on each circuit

E. High pressure switch on each circuit

F. Freezestat on each circuit

G. High capacity filter driers on each circuit

H. Crankcase heater on each compressor

I. Low pressure switch on each circuit

2.05 COIL CONSTRUCTION

A. Condensing/evaporator coil general construction:
1. Aluminum Rippled and Lanced fins.
2. Copper tube construction.
3. Aluminum fins mechanically bonded to copper tubes.
4. All coils are high pressure leak tested at manufacturing facility.

B. Evaporator Coils:
1. With balanced port thermal expansion valves, freeze protection on each compressor circuit, pressure and leak tested to 500 psi.
2. Evaporator coil shall be of the split face type with each compressor circuit on coil divided across face of coil and active through full depth of coil.

C. Condenser Coils:
1. Units to utilize formed condenser coils.

2.06 BURNER

A. Gas Burner: Forced draft type burner with adjustable combustion air supply, pressure regulator, gas valves, manual shut-off, intermittent spark or glow coil ignition, flame sensing device, and automatic 100 percent shut-off pilot.

B. Gas Burner Safety Controls: Energize ignition, limit time for establishment of flame, prevent opening of gas valve until pilot flame is proven, stop gas flow on ignition failure, energize blower motor, and after air flow proven and slight delay, allow gas valve to open.

C. High Limit Control: Temperature sensor with fixed stop at maximum permissible setting, de-energize burner on excessive bonnet temperature and energize burner when temperature drops to lower safe value.

2.07 OPERATING CONTROLS

A. Provide low voltage, adjustable room thermostat to provide input to Application controller that in turn controls burner operation, compressor and condenser fan, and supply fan to maintain temperature setting.
1. Include system selector switch (heat-off-cool) and fan control switch (auto-on).
2. Locate thermostat in room, exact location to be coordinated with owner..

B. Equipment manufacturer to provide an Application Controler to operate unit per sequence identified in the project documents.

C. BAS, SCADA, or other Integrated Automation Link: ASHRAE Std 135, BACnet MS/TP.

D. Control Valves: Field-installed, modulating, ball type with position tracking; see Section 25 35 19.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that proper power supply is available and unit can be installed with proper clearances.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions.

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3.03 SYSTEM STARTUP

A. A certified manufacturer's representitive shall prepare and start equipment. This representitive shall verify the controls points with the controls subcontractor, that the unit is operating on the proper manufacturer's sequence of operation, and make any adjustments for proper operation.

B. The certified manufacturer's representitive shall fill out a start-up check list and submit the completed list to the Architect / Engineer for review.

3.04 CLOSEOUT ACTIVITIES

A. Demonstrate operation to State of Delaware DHSS - Department of Health and Social Services's maintenance personnel.

B. Prior to Demonstration this equipment shall be tested for a period of 1 week minimum. At the end of the test period the certified manufacturer's representitive shall return to the job site and examine the unit's performance. This visit shall be coordinated with the design engineer and owner reprentitive. Both the design engingeer and owner must witness this performance test as part of the closeout activities.

3.05 MAINTENANCE

A. Provide service and maintenance of packaged roof top units for 2 years year from Date of Substantial Completion.

B. Provide routine maintenance service with a two month interval as maximum time period between calls.

C. Include maintenance items as outlined in manufacturer's operating and maintenance data, including minimum of six filter replacements, minimum of one fan belt replacement, and controls check-out, adjustments, and recalibration.

D. After each service call, submit copy of service call work order or report that includes description of work performed.

END OF SECTION

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SECTION 26 05 05 - SELECTIVE DEMOLITION FOR ELECTRICAL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electrical demolition.

1.02 RELATED REQUIREMENTS

A. Section 01 70 00 - Execution and Closeout Requirements: Additional requirements for alterations work.

B. Section 07 84 00 - Firestopping.

C. Section 26 05 53 - Identification for Electrical Systems.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. Materials and equipment for patching and extending work: As specified in individual sections.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify field measurements and circuiting arrangements are as indicated.

B. Verify that abandoned wiring and equipment serve only abandoned facilities.

C. Demolition drawings are based on casual field observation and existing record documents. Contractor shall be responsible for field-verification of existing conditions prior to beginning work.

D. Report discrepancies to State of Delaware DHSS - Department of Health and Social Services before disturbing existing installation.

E. Beginning of demolition means installer accepts existing conditions.

3.02 PREPARATION

A. Prior to performing work on electrical circuits, Contractor shall positively identify power sources, turn circuit breakers or switches to "off" and lock out and/or tag out circuits as required.

B. Contractor shall coordinate all electrical demolition work with State of Delaware DHSS - Department of Health and Social Services as well as all other trades involved in Project.

C. Contractor shall keep work area clean and orderly.

D. All electrical demolition work shall be performed in a safe and orderly manner and in accordance with all State of Delaware DHSS - Department of Health and Social Services regulations, local codes, OSHA, International Building Code and National Electrical Code; all being most recent editions adopted by Authoriti(es) Having Jurisdiction, including all applicable amendments and supplements.

E. All electrical demolition work shall be scheduled and coordinated with State of Delaware DHSS - Department of Health and Social Services such that disruption of areas involved is kept to minimum.

F. All power shutdowns affecting areas not within scope of Project shall be coordinated with State of Delaware DHSS - Department of Health and Social Services. Accidental interruptions to services shall be repaired immediately by Contractor at no additional cost to State of Delaware DHSS - Department of Health and Social Services.

G. Disconnect electrical systems in walls, floors, and ceilings to be removed.

H. Coordinate utility service outages with utility company.

I. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.

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3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

A. Perform work for removal and disposal of equipment and materials containing toxic substances regulated under the Federal Toxic Substances Control Act (TSCA) in accordance with applicable federal, state, and local regulations. Applicable equipment and materials include, but are not limited to:
   1. PCB-containing electrical equipment, including transformers, capacitors, and switches.
   2. PCB- and DEHP-containing lighting ballasts.
   3. Mercury-containing lamps and tubes, including fluorescent lamps, high intensity discharge (HID), arc lamps, ultra-violet, high pressure sodium, mercury vapor, ignitron tubes, neon, and incandescent.

B. Unless otherwise noted, all electrical items indicated for demolition shall be removed including all associated wiring, controls and accessible conduit and boxes traced back to source. Where removal causes power interruption of electrical items to remain, rewire existing circuits as required to maintain continuity.

C. Conduit and boxes becoming inactive that are inaccessible shall be abandoned in place with open ends filled with firestopping expandable foam in accordance with Section 07 84 00.

D. Openings in conduit and boxes remaining active shall be capped with appropriate fittings.

E. Unless otherwise noted, circuit breakers becoming inactive shall have operating mechanisms placed in "off" (de-energized) position and be labeled as "SPARE" in accordance with Section 26 05 53.

F. Contractor shall update panel schedules for all panelboards affected by Project in accordance with Section 26 05 53.

G. Remove, relocate, and extend existing installations to accommodate new construction.

H. All circuits abandoned or not used shall be located, identified, disconnected and removed back to source.

I. Remove abandoned wiring to source of supply.

J. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, fill open ends with firestopping expandable foam in accordance with Section 07 84 00 and patch surfaces.

K. Remove existing abandoned wiring and conduit designated as obsolete by State of Delaware DHSS - Department of Health and Social Services authorities.

L. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.

M. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

N. Remove abandoned support channel associated with demolished electrical equipment.

O. Existing branch circuits or circuits of other systems passing through Project area that interferes with new construction shall be relocated as required. All relocation of existing circuits shall be coordinated with State of Delaware DHSS - Department of Health and Social Services and with all other affected trades before proceeding with new construction.

P. Contractor shall be responsible for temporary removal and re-installation of existing ceiling tiles as required to accommodate electrical demolition and/or extension work. Contractor shall be responsible for repair and/or replacement of all ceiling tiles damaged as result of work. Contractor shall inspect existing conditions prior to commencement of work and provide written report of existing damage to State of Delaware DHSS - Department of Health and Social Services.

Q. Contractor shall be responsible for patching and painting of all holes, dents, cracks, penetrations, etc. left in surfaces and/or structures after electrical demolition and/or extension

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work. Surfaces and/or structures to be restored shall include ceilings, walls, floors, columns, roofs, etc. Patching and painting shall restore surfaces and/or structures to original designs and/or finishes, including all fire-resistant and watertight ratings. All openings to building exteriors and through roofs shall be sealed watertight.

R. Repair adjacent construction and finishes damaged during demolition and extension work.

S. Damage caused by Contractor to areas outside area of demolition shall be repaired to original condition by Contractor at no additional cost to State of Delaware DHSS - Department of Health and Social Services.

T. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

U. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.

V. All demolished materials not to be turned over to State of Delaware DHSS - Department of Health and Social Services shall be removed from site daily. Salvaged materials shall be stored for re-use.

3.04 CLEANING AND REPAIR

A. See Section 01 74 19 - Construction Waste Management and Disposal for additional requirements.

B. Clean and repair existing materials and equipment that remain or that are to be reused.

C. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

END OF SECTION

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SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Single conductor building wire.

B. Wire and cable for 600 volts and less.

C. Wiring connectors.

D. Electrical tape.

E. Heat shrink tubing.

F. Oxide inhibiting compound.

G. Wire pulling lubricant.

H. Cable ties.

I. Firestop sleeves.

1.02 RELATED REQUIREMENTS

A. Section 07 84 00 - Firestopping.

B. Section 26 05 05 - Selective Demolition for Electrical: Disconnection, removal, and/or extension of existing electrical conductors and cables.

C. Section 26 05 26 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.

D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

E. Section 28 46 00 - Fire Detection and Alarm: Fire alarm system conductors and cables.

1.03 REFERENCE STANDARDS

A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013.

B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011.

C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010 (Reapproved 2014).

D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2014).

E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2010.

F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes; 2013.

G. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

H. NEMA WC 70 - Nonshielded Power Cable 2000 V or Less for the Distribution of Electrical Energy; 2009.

I. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.

J. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

K. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.

L. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.

M. UL 267 - Outline of Investigation for Wire-Pulling Compounds; Most Recent Edition, Including All Revisions.

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N. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.

O. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.

P. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.

Q. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
   2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
   3. Notify DEDC, LLC of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.

C. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing.

D. Maintenance Materials: Furnish the following for State of Delaware DHSS - Department of Health and Social Services's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

1.08 FIELD CONDITIONS

A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify DEDC, LLC and obtain direction before proceeding with work.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

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C. Nonmetallic-sheathed cable is not permitted.
D. Underground feeder and branch-circuit cable is not permitted.
E. Service entrance cable is not permitted.
F. Armored cable is not permitted.
G. Metal-clad cable is not permitted.
H. Concealed Dry Interior Locations: Use only building wire in raceway.
I. Exposed Dry Interior Locations: Use only building wire in raceway.
J. Above Accessible Ceilings: Use only building wire in raceway.
K. Wet or Damp Interior Locations: Use only building wire in raceway.
L. Exterior Locations: Use only building wire in raceway.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

A. Provide products that comply with requirements of NFPA 70.
B. Provide products listed, classified, and labeled as suitable for the purpose intended.
C. Provide products with insulation and temperature ratings as required per equipment installation instructions where such ratings differ from those indicated herein.
D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
E. Comply with NEMA WC 70.
F. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
G. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
H. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.
I. Conductors and Cables Installed Exposed in Spaces Used for Environmental Air (only where specifically permitted): Plenum rated, listed and labeled as suitable for use in return air plenums.
J. Conductor Material:
    1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
    2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
    3. Tinned Copper Conductors: Comply with ASTM B33.
K. Minimum Conductor Size:
    1. Branch Circuits: 12 AWG.
        a. Exceptions: Size homerun branch circuit conductors from power source to first outlet in accordance with the following maximum circuit limits, using center of load served as basis for computing circuit lengths:
            1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
            2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
    2. Control Circuits: 14 AWG.
L. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
M. Conductor Color Coding:
    1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
    2. Color Coding Method: Integrally colored insulation.

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a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.

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.
   c. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.
   d. For control circuits, comply with manufacturer's recommended color code.

2.03 SINGLE CONDUCTOR BUILDING WIRE

A. Manufacturers:
   1. Copper Building Wire:
      a. Cerro Wire LLC: www.cerrowire.com/#sle.
      b. Encore Wire Corporation: www.encorewire.com/#sle.
      c. General Cable Technologies Corporation: www.generalcable.com/#sle.
      d. Service Wire Co: www.servicewire.com/#sle.
      e. Southwire Company: www.southwire.com/#sle.
      f. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: Single conductor insulated wire.

C. Conductor Stranding:
   1. Feeders and Branch Circuits:
      a. Size 10 AWG and Smaller: Solid.
      b. Size 8 AWG and Larger: Stranded.
   2. Control Circuits: Stranded.

D. Conductor: Copper.

E. Insulation Voltage Rating: 600 volts.

F. Insulation: NFPA 70, Type THHN/THWN unless otherwise indicated on plans.

2.04 WIRING CONNECTORS

A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

B. Connectors for Grounding and Bonding: Comply with Section 26 05 26.

C. Wiring Connectors for Splices and Taps:
   1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
   2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors. Tape uninsulated conductors and connector with electrical tape or insulate with heat shrink tubing to 150 percent of insulation rating of conductor.

D. Wiring Connectors for Non-Motor Terminations:
   1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
   2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
   3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.

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4. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
5. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.
6. Conductors for Control Circuits: Use crimped terminals for all connections.

E. Wiring Connectors for Motor Terminations: Use motor lead disconnects with slip-on insulating boot, pin and silicone gel. Boot sealant shall be used with all insulating boots.

F. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.

G. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.

H. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
1. Manufacturers:
   a. 3M: www.3m.com/#sle.
   b. Ideal Industries, Inc: www.idealindustries.com/#sle.
   c. NSI Industries LLC: www.nsiindustries.com/#sle.
   d. Substitutions: See Section 01 60 00 - Product Requirements.

I. Mechanical Connectors: Provide bolted type or set-screw type.
1. Manufacturers:
   a. Burndy LLC: www.burndy.com.
   b. Ilsco: www.ilsco.com/#sle.
   c. Thomas & Betts Corporation; Blackburn Products: www.tnb.com/#sle.
   d. Polaris: www.polarisconnectors.com.
   e. Substitutions: See Section 01 60 00 - Product Requirements.

J. Compression Connectors: Provide circumferential type or hex type crimp configuration.
1. Manufacturers:
   a. Burndy LLC: www.burndy.com.
   b. Ilsco: www.ilsco.com/#sle.
   c. Thomas & Betts Corporation; Blackburn Products: www.tnb.com/#sle.
   d. Substitutions: See Section 01 60 00 - Product Requirements.

K. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.
1. Manufacturers:
   a. Burndy LLC: www.burndy.com.
   b. Ilsco: www.ilsco.com/#sle.
   c. Thomas & Betts Corporation; Sta-Kon Products: www.tnb.com/#sle.
   d. Substitutions: See Section 01 60 00 - Product Requirements.

L. Motor Lead Disconnects: Color-keyed compression-type with slip-on insulating boot, pin, silicone gel and boot sealant.
1. Manufacturers:
   a. Thomas & Betts Corporation: www.tnb.com.
      1) Motor Lead Disconnects: M2D Series.
      2) Boot Sealant: MDBOOT-SEAL.
   b. Substitutions: See Section 01 60 00 - Product Requirements.

2.05 ACCESSORIES

A. Electrical Tape:
1. Manufacturers:
   a. 3M: www.3m.com/#sle.
   b. Plymouth Rubber Europa: www.plymouthrubber.com/#sle.

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c. Substitutions: See Section 01 60 00 - Product Requirements.

2. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
3. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
4. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil; suitable for continuous temperature environment up to 194 degrees F and short-term 266 degrees F overload service.
5. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil; suitable for continuous temperature environment up to 176 degrees F.
6. Varnished Cambric Electrical Tape: Cotton cambric fabric tape, with or without adhesive, oil-primed and coated with high-grade insulating varnish; minimum thickness of 7 mil; suitable for continuous temperature environment up to 221 degrees F.
7. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil.

B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.
   1. Manufacturers:
      a. 3M: www.3m.com/#sle.
      b. Burndy LLC: www.burndy.com.
      c. Thomas & Betts Corporation: www.tnb.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

C. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.
   1. Manufacturers:
      a. Burndy LLC: www.burndy.com.
      b. Ideal Industries, Inc: www.idealindustries.com/#sle.
      c. Ilsco: www.ilsco.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

D. Wire Pulling Lubricant:
   1. Manufacturers:
      a. 3M: www.3m.com/#sle.
      b. American Polywater Corporation: www.polywater.com/#sle.
      c. Ideal Industries, Inc: www.idealindustries.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.
   2. Listed and labeled as complying with UL 267.
   3. Suitable for use with conductors/cables and associated insulation/jackets to be installed.
   4. Suitable for use at installation temperature.

E. Cable Ties: Material and tensile strength rating suitable for application.
   1. Manufacturers:
      a. Burndy LLC: www.burndy.com.
      b. Substitutions: See Section 01 60 00 - Product Requirements.

F. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.
   1. Products:
      a. HoldRite, a brand of Reliance Worldwide Corporation; HydroFlame Pro Series/HydroFlame Custom Built: www.holdrite.com/#sle.
      b. Substitutions: See Section 01 60 00 - Product Requirements.

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PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that interior of building has been protected from weather.

B. Verify that work likely to damage wire and cable has been completed.

C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.

D. Verify that raceway installation is complete and supported.

E. Verify that field measurements are as indicated.

F. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.03 INSTALLATION

A. Circuiting Requirements:
   1. All exposed raceway shall be run in a neat organized fashion and shall be parrallel with other building systems.
   2. Unless dimensioned, circuit routing indicated is diagrammatic.
   3. When circuit destination is indicated without specific routing, determine exact routing required.
   4. Arrange circuiting to minimize splices.
   5. Include circuit lengths required to install connected devices within 10 ft of location indicated.
   6. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
   7. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
   8. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is not permitted.
      a. Provide no more than six current-carrying conductors in a single raceway. Dedicated neutral conductors are considered current-carrying conductors.
      b. Increase size of conductors as required to account for ampacity derating.
      c. Size raceways, boxes, etc. to accommodate conductors.
   9. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among single phase branch circuits is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.

B. Install products in accordance with manufacturer's instructions.

C. Perform work in accordance with NECA 1 (general workmanship).

D. Installation in Raceway:
   1. Remove existing conductors and cables from raceway before pulling in new (where applicable).
   2. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
   3. Pull all conductors and cables together into raceway at same time.
   4. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
   5. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.

E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.

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F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
   1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles. Support at 6 foot maximum intervals using type MC cable supports designed and listed for the purpose.
   2. Installation in Vertical Raceways: Provide supports where vertical rise exceeds permissible limits.

G. Install conductors with a minimum of 12 inches of slack at each outlet.

H. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.

I. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

J. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.

K. Make wiring connections using specified wiring connectors.
   1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
   2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
   3. Do not remove conductor strands to facilitate insertion into connector.
   4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
   5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
   6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

L. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
   1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
      a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.
      b. For taped connections likely to require re-entering first apply varnished cambric electrical tape, followed by adequate amount of rubber splicing electrical tape, followed by outer covering of vinyl insulating electrical tape.
   2. Damp Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
      a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.
      b. For taped connections, follow same procedure as for dry locations but apply outer covering of moisture sealing electrical tape.
   3. Wet Locations: Use heat shrink tubing.

M. Insulate ends of spare conductors using vinyl insulating electrical tape.

N. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.

O. Identify conductors and cables in accordance with Section 26 05 53.

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P. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

Q. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

R. Install wire and cable securely, in a neat and workmanlike manner, as specified in NECA 1.

S. Protect exposed cable from damage.

T. Clean conductor surfaces before installing lugs and connectors.

U. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.

3.04 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Perform field inspection and testing in accordance with Section 01 40 00.

C. Inspect and test in accordance with NETA ATS, except Section 4.

D. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.

1. Disconnect surge protective devices (SPDs) prior to performing any high potential testing. Replace SPDs damaged by performing high potential testing with SPDs connected.

E. Correct deficiencies and replace damaged or defective conductors and cables.

F. Perform inspections and tests listed in NETA STD ATS, Section 7.3.2.

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SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Grounding and bonding requirements.

B. Conductors for grounding and bonding.

C. Connectors for grounding and bonding.

D. Grounding and bonding components.

1.02 RELATED REQUIREMENTS

A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
   1. Includes oxide inhibiting compound.

B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System; 2012.

B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

C. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

E. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Notify DEDC, LLC of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 PERFORMANCE REQUIREMENTS

A. Grounding System Resistance: 5 ohms.

1.06 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittals procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.

1.07 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

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PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

A. Do not use products for applications other than as permitted by NFPA 70 and product listing.

B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.

C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

D. Grounding System Resistance:
   1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by DEDC, LLC. Precipitation within the previous 48 hours does not constitute normally dry conditions.
   2. Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.
   3. Between Grounding Electrode System and Major Electrical Equipment Frames, System Neutral, and Derived Neutral Points: Not greater than 0.5 ohms, when tested using "point-to-point" methods.

E. Bonding and Equipment Grounding:
   1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
   2. Provide green insulated copper equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
   3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
   4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
   5. All electrical equipment, devices and raceways shall form continuously grounded systems. Neutral and equipment grounding conductors shall be bonded together only at service entrances or at secondary sides of separately derived systems.
   6. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
   7. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.
   8. Provide bonding for interior metal piping systems in accordance with NFPA 70. This includes, but is not limited to:
      a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.
      b. Metal gas piping. NOTE: Contractor shall ensure that interior metal gas piping is electrically isolated from underground metal gas piping in order to prevent underground gas piping from inadvertently becoming a grounding electrode, as is prohibited by NFPA 70.
      c. Metal process piping.
   9. Provide bonding for interior metal air ducts.

2.02 GROUNDING AND BONDING COMPONENTS

A. General Requirements:
   1. Provide products listed, classified, and labeled as suitable for the purpose intended.
   2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:

NOT FOR BIDDING PURPOSES

1. Use insulated copper conductors unless otherwise indicated.
   a. Exceptions:
      1) Use bare copper conductors where installed underground in direct contact with earth.
      2) Use bare copper conductors where directly encased in concrete (not in raceway).
2. Factory Pre-fabricated Bonding Jumpers: Furnished with factory-installed ferrules; size braided cables to provide equivalent gauge of specified conductors.

C. Connectors for Grounding and Bonding:
1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
2. Unless otherwise indicated, use exothermic welded connections or compression connectors for underground, concealed and other inaccessible connections.
3. Unless otherwise indicated, use mechanical connectors or compression connectors for accessible connections.
4. Manufacturers - Mechanical and Compression Connectors:
   a. allG Fabrication: www.allgfab.com/#sle.
   b. Burndy LLC: www.burndy.com.
   c. Harger Lightning & Grounding: www.harger.com/#sle.
   d. Thomas & Betts Corporation: www.tnb.com/#sle.
   e. Substitutions: See Section 01 60 00 - Product Requirements.
5. Manufacturers - Exothermic Welded Connections:
   a. Burndy LLC: www.burndy.com.
   b. thermOweld, subsidiary of Continental Industries; division of Burndy LLC: www.thermoweld.com/#sle.
   c. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that work likely to damage grounding and bonding system components has been completed.

B. Verify that field measurements are as indicated.

C. Verify that conditions are satisfactory for installation prior to starting work.

D. Verify existing conditions prior to beginning work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Make grounding and bonding connections using specified connectors.
1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

D. Identify grounding and bonding system components in accordance with Section 26 05 53.

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E. Provide bonding to meet requirements described in Quality Assurance.

F. Equipment Grounding Conductor: Provide separate, green insulated copper equipment grounding conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with NETA ATS except Section 4.

C. Perform inspections and tests listed in NETA ATS, Section 7.13.

D. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.

E. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

END OF SECTION

NOT FOR BIDDING PUPORSES

SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.02 RELATED REQUIREMENTS

A. Section 03 30 00 - Cast-in-Place Concrete: Concrete equipment pads.

B. Section 26 05 33.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.

C. Section 26 05 33.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.

D. Conduit and equipment supports.

E. Anchors and fasteners.

1.03 REFERENCE STANDARDS

A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.

B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.

C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2013.

D. MFMA-4 - Metal Framing Standards Publication; 2004.

E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. UL 5B - Strut-Type Channel Raceways and Fittings; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate sizes and arrangement of supports and bases with actual equipment and components to be installed.
   2. Coordinate work to provide additional framing and materials required for installation.
   3. Coordinate compatibility of support and attachment components with mounting surfaces at installed locations.
   4. Coordinate arrangement of supports with ductwork, piping, equipment and other potential conflicts.
   5. Notify DEDC, LLC of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:
   1. Do not install products on or provide attachment to concrete surfaces until concrete has cured; see Section 03 30 00.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for metal channel (strut) framing systems, non-penetrating rooftop supports, and post-installed concrete and masonry anchors.

C. Shop Drawings: Include details for fabricated hangers and supports where materials or methods other than those indicated are proposed for substitution.

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1.06 QUALITY ASSURANCE

A. Maintain at project site one copy of each referenced document that prescribes execution requirements.

B. Product Listing Organization Qualifications: Organization recognized by OSHA as Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

A. General Requirements:
   1. Comply with the following. Where requirements differ, comply with most stringent.
      a. NFPA 70.
      b. Requirements of authorities having jurisdiction.
   2. Provide required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for complete installation of electrical work.
   3. Provide products listed, classified, and labeled as suitable for purpose intended, where applicable.
   4. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of five times the applied force. Include consideration for vibration, equipment operation, and shock loads where applicable.
   5. Do not use products for applications other than as permitted by NFPA 70 and product listing.
   6. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
   7. Steel Components: Use corrosion-resistant materials suitable for environment where installed.
      a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
      b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
      c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
      d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

B. Conduit and Cable Supports: Straps and clamps suitable for conduit or cable to be supported.
   1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
   2. Conduit Clamps: Bolted type unless otherwise indicated.
   3. Manufacturers:
      a. HoldRite, a brand of Reliance Worldwide Corporation: www.holdrite.com/#sle.
      b. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.

C. Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.
   1. Manufacturers:
      a. HoldRite, a brand of Reliance Worldwide Corporation: www.holdrite.com/#sle.
      b. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
      c. Substitutions: See Section 01 60 00 - Product Requirements.

D. Metal Channel/Strut Framing Systems:
   1. Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.
   2. Comply with MFMA-4.
   3. Channel Material:
      a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.

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b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
4. Minimum Channel Thickness: Steel sheet, 12 gauge, 0.1046 inch.
5. Minimum Channel Dimensions: 1-5/8 inch wide by 13/16 inch high.

E. Hanger Rods: Threaded, zinc-plated steel unless otherwise indicated.
1. Minimum Size, Unless Otherwise Indicated or Required:
a. Equipment Supports: 1/2-inch diameter.
b. Single Conduit up to 1-inch (27 mm) Trade Size: 1/4-inch diameter.
c. Single Conduit Larger than 1-inch (27 mm) Trade Size: 3/8-inch diameter.
d. Trapeze Support for Multiple Conduits: 3/8-inch diameter.
e. Outlet Boxes: 1/4-inch diameter.

F. Anchors and Fasteners:
1. Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.
2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
4. Hollow Masonry: Use toggle bolts.
5. Hollow Stud Walls: Use toggle bolts.
6. Steel: Use beam clamps, machine bolts, or welded threaded studs.
7. Sheet Metal: Use sheet metal screws.
8. Wood: Use wood screws.
9. Plastic and lead anchors are not permitted.
10. Preset Concrete Inserts: Continuous metal channel/strut and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
a. Manufacturer: Same as manufacturer of metal channel/strut framing system.
b. Comply with MFMA-4.
c. Channel Material: Use galvanized steel.
d. Minimum Channel Thickness: Steel sheet, 12 gauge, 0.1046 inch minimum base metal thickness.
11. Post-Installed Concrete and Masonry Anchors: Evaluated and recognized by ICC Evaluation Service, LLC (ICC-ES) for compliance with applicable building code.

2.02 MATERIALS

A. Hangers, Supports, Anchors, and Fasteners - General: Corrosion-resistant materials of size and type adequate to carry the loads of equipment and conduit, including weight of wire in conduit.

B. Supports: Fabricated of structural steel or formed steel members; galvanized.

C. Anchors and Fasteners:

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	Drop in Sleeve Anchors	Expansion Machine Bolt Anchors	Lag Shield Anchors	Nail-in Anchors	Toggle Bolts	Hollow Wall Anchors	Power Driven Studs
Brick	X	X	X	X			X
Concrete	X	X	X	X			X
Concrete Block	X		X	X	X		
Cinder Block		X			X	X	
Stone	X	X		X			X
Marble	X		X				
Building Tile		X			X	X	
Ceramic Tile		X			X		
Terrazzo		X		X			
Terra Cotta		X			X	X	
Plaster					X	X	
Drywall				X	X		
Slate		X			X		
Steel							X

ANCHOR HARDWARE TABLE

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive support and attachment components.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install hangers and supports in accordance with NECA 1.

C. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.

D. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

E. Unless specifically indicated or approved by DEDC, LLC, do not provide support from suspended ceiling support system or ceiling grid.

F. Unless specifically indicated or approved by DEDC, LLC, do not provide support from roof deck.

G. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.

H. Equipment Support and Attachment:
   1. Use metal, fabricated supports or supports assembled from metal channel/strut to support equipment as required.
   2. Use metal channel/strut secured to studs to support equipment surface mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
   3. Use metal channel/strut to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.

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4. Unless otherwise indicated, mount floor-mounted equipment on properly sized concrete pad 3 inches in height; see Section 03 30 00.
5. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.

I. Conduit Support and Attachment: See Section 26 05 33.13 for additional requirements.

J. Box Support and Attachment: See Section 26 05 33.16 for additional requirements.

K. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.

L. Secure fasteners in accordance with manufacturer's recommended torque settings.

M. Remove temporary supports.

N. Identify independent electrical component support wires above accessible ceilings with color distinguishable from ceiling support wires in accordance with NFPA 70.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements for additional requirements.

B. Inspect support and attachment components for damage and defects.

C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

D. Correct deficiencies and replace damaged or defective support and attachment components.

E. Install hangers and supports as required to adequately and securely support electrical system components, in a neat and workmanlike manner, as specified in NECA 1.
1. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
2. Do not drill or cut structural members.

F. Rigidly weld support members or use hexagon-head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.

G. Install surface-mounted cabinets and panelboards with minimum of four anchors.

H. In wet and damp locations use steel channel supports to stand cabinets and panelboards 1-5/8" off wall.

I. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

END OF SECTION

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SECTION 26 05 33.13 - CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Galvanized steel rigid metal conduit (RMC).
B. Stainless steel rigid metal conduit (RMC).
C. Stainless steel intermediate metal conduit (IMC).
D. PVC-coated galvanized steel rigid metal conduit (RMC).
E. Flexible metal conduit (FMC).
F. Liquidtight flexible metal conduit (LFMC).
G. Galvanized steel electrical metallic tubing (EMT).
H. Stainless steel electrical metallic tubing (EMT).
I. Rigid polyvinyl chloride (PVC) conduit.
J. Conduit, fittings and conduit bodies.

1.02 RELATED REQUIREMENTS

A. Section 03 30 00 - Cast-in-Place Concrete: Concrete encasement of conduits.
B. Section 07 84 00 - Firestopping.
C. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
   1. Includes additional requirements for fittings for grounding and bonding.
D. Section 26 05 29 - Hangers and Supports for Electrical Systems.
E. Section 26 05 33.16 - Boxes for Electrical Systems.
F. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2005.
B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT); 2005.
C. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit (EIMC); 2005.
D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.
F. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC); 2003.
G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
H. NEMA RN 1 - Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit; 2005.
I. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit; 2013.
J. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing; 2015.
K. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
L. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.
M. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
N. UL 6A - Electrical Rigid Metal Conduit-Aluminum, Red Brass, and Stainless Steel; Current Edition, Including All Revisions.

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O. UL 360 - Liquid-Tight Flexible Steel Conduit; Current Edition, Including All Revisions.

P. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

Q. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.

R. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings; Current Edition, Including All Revisions.

S. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.

T. UL 797A - Electrical Metallic Tubing - Aluminum and Stainless Steel; Current Edition, Including All Revisions.

U. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.

V. UL 2419 - Outline of Investigation for Electrically Conductive Corrosion Resistant Compounds; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate minimum sizes of conduits with actual type and quantity of conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
   2. Coordinate arrangement of conduits with structural members, ductwork, piping, equipment, and other potential conflicts.
   3. Verify exact conduit termination locations required for boxes, enclosures, and equipment.
   4. Coordinate work to provide roof penetrations that preserve integrity of roofing system and do not void roof warranty.
   5. Notify DEDC, LLC of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:
   1. Do not begin installation of conductors and cables until installation of conduit between termination points is complete.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittals procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

C. Project Record Documents: Record actual routing for conduits 2 inch (53 mm) trade size and larger.

1.06 QUALITY ASSURANCE

A. Documents at Project Site: Maintain at project site one copy of manufacturer's instructions and shop drawings.

B. Product Listing Organization Qualifications: Organization recognized by OSHA as Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

B. Accept conduit on site. Inspect for damage.

C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.

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B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.

C. Underground:
   1. Under Slab on Grade: Use rigid PVC conduit.
   2. Exterior, Direct-Buried: Use rigid PVC conduit.
   3. Exterior, Embedded Within Concrete: Use rigid PVC conduit.
   4. Where rigid polyvinyl chloride (PVC) conduit is provided, transition to galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), or schedule 80 rigid PVC conduit where emerging from underground.
   5. Where rigid polyvinyl (PVC) conduit larger than 2-inch (53 mm) trade size is provided, use galvanized steel rigid metal conduit (RMC) elbows, stainless steel rigid metal conduit (RMC) elbows, galvanized steel intermediate metal conduit (IMC) elbows, stainless steel intermediate metal conduit (IMC) elbows, PVC-coated galvanized steel rigid metal conduit (RMC) elbows, or concrete-encased PVC elbows for bends.
   6. Where steel conduit is installed in direct contact with earth where soil has a resistivity of less than 2000 ohm-centimeters or is characterized as severely corrosive based on soils report or local experience, use corrosion protection tape to provide supplementary corrosion protection or use PVC-coated galvanized steel rigid metal conduit.
   7. Where galvanized rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), or galvanized steel electrical metallic tubing (EMT) emerges from concrete into soil, use corrosion protection tape, factory-applied corrosion protection coating, or field-applied corrosion protection compound acceptable to authorities having jurisdiction to provide supplementary corrosion protection for minimum of 4 inches on either side of where conduit emerges.

D. Concealed Within Masonry Walls: Use electrical metallic tubing (EMT).

E. Concealed Within Hollow Stud Walls: Use electrical metallic tubing (EMT).

F. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT).

G. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).

H. Exposed, Interior (including unfinished spaces), Not Subject to Physical Damage: Use electrical metallic tubing (EMT).

I. Exposed, Interior (including unfinished spaces), Subject to Physical Damage: Use galvanized steel rigid metal conduit.
   1. Locations subject to physical damage include, but are not limited to:
      a. Where exposed below 8 feet, except within electrical and communication rooms or closets.
      b. Where exposed below 20 feet in warehouse areas.

J. Exposed, Exterior: Use galvanized steel rigid metal conduit.

K. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel rigid metal conduit.

L. Flexible Connections to Vibrating Equipment:
   1. Dry Locations: Use flexible metal conduit (FMC).
   2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit (LFMC).
   3. Maximum Length: 6 feet unless otherwise indicated.
   4. Vibrating equipment includes, but is not limited to:

NOT FOR BIDDING PURPOSES

a. Transformers.
b. Motors.

M. Fished in Existing Walls, Where Necessary: Use flexible metal conduit (FMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).

2.02 CONDUIT - GENERAL REQUIREMENTS

A. Comply with NFPA 70.

B. Fittings for Grounding and Bonding: See Section 26 05 26 for additional requirements.

C. Provide conduit, fittings, supports, and accessories required for complete raceway system.

D. Provide products listed, classified, and labeled as suitable for purpose intended.

E. Minimum Conduit Size, Unless Otherwise Indicated:
1. Branch Circuits: 3/4-inch trade size.
2. Branch Circuit Homeruns: 3/4-inch trade size.
3. Control Circuits: 1/2-inch trade size.
4. Underground, Exterior: 1-inch 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 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

A. Manufacturers:
1. Allied Tube & Conduit, a division of Atkore International: www.alliedeg.com/#sle.
2. Nucor Tubular Products: www.nucortubular.com/#sle.
3. Western Tube, a division of Zekelman Industries: www.westerntube.com/#sle.
4. Wheatland Tube, a division of Zekelman Industries: www.wheatland.com/#sle.
5. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.

C. Fittings:
1. Manufacturers:
a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
b. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
c. Substitutions: See Section 01 60 00 - Product Requirements.
2. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.
3. Material: Use steel or malleable iron.
a. Do not use die cast zinc fittings.
4. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.04 STAINLESS STEEL RIGID METAL CONDUIT (RMC)

A. Description: NFPA 70, Type RMC stainless steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6A.

B. Fittings:
1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6A.
2. Material: Use stainless steel with corrosion resistance equivalent to conduit.
3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.05 STAINLESS STEEL 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.

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B. Fittings:
   1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 1242.

2.06 PVC-COATED GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

A. Manufacturers:
   1. Thomas & Betts Corporation: www.tnb.com.
   2. Robroy Industries: www.robroy.com.
   3. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit with external polyvinyl chloride (PVC) coating complying with NEMA RN 1 and listed and labeled as complying with UL 6.

C. Exterior Coating: Polyvinyl chloride (PVC), nominal thickness of 40 mil, 0.040 inch.

D. PVC-Coated Boxes and Fittings:
   1. Manufacturer: Same as manufacturer of PVC-coated conduit to be installed.
   2. Nonhazardous Locations: Use boxes and fittings listed and labeled as complying with UL 514A, UL 514B, or UL 6.
   3. Material: Use steel or malleable iron.
   4. Exterior Coating: Polyvinyl chloride (PVC), minimum thickness of 40 mil, 0.040 inch.

E. PVC-Coated Supports: Furnish with exterior coating of polyvinyl chloride (PVC), minimum thickness of 15 mil, 0.015 inch.

2.07 FLEXIBLE METAL CONDUIT (FMC)

A. Manufacturers:
   1. AFC Cable Systems, Inc: www.afcweb.com.
   2. Electri-Flex Company: www.electriflex.com.
   3. International Metal Hose: www.metalhose.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type FMC standard-wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems.

C. Fittings:
   1. Manufacturers:
      a. Bridgeport Fittings, LLC: www.bptfittings.com/#sle.
      b. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
      c. Substitutions: See Section 01 60 00 - Product Requirements.
   2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   3. Material: Use steel or malleable iron.
      a. Do not use die cast zinc fittings.

D. Description: Interlocked steel construction.

E. Fittings: NEMA FB 1.

2.08 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

A. Manufacturers:
   1. AFC Cable Systems, Inc: www.afcweb.com.
   2. Electri-Flex Company: www.electriflex.com.
   3. International Metal Hose: www.metalhose.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

C. Fittings:

NOT FOR BIDDING PURPOSES

1. Manufacturers:
   a. Bridgeport Fittings, LLC: www.bptfittings.com/#sle.
   b. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
   c. Substitutions: See Section 01 60 00 - Product Requirements.
2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
3. Material: Use steel or malleable iron.
   a. Do not use die cast zinc fittings.

D. Description: Interlocked steel construction with PVC jacket.

E. Fittings: NEMA FB 1.

2.09 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers:
1. Allied Tube & Conduit: www.alliedeg.com.
2. Nucor Tubular Products: www.nucortubular/#sle.
3. Western Tube, a division of Zekelman Industries: www.westerntube.com/#sle.
4. Wheatland Tube Company: www.wheatland.com.
5. Triangle
6. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type EMT galvanized 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, LLC: www.bptfittings.com/#sle.
   b. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
   c. 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.
4. Connectors and Couplings: Use compression/gland or set-screw type.
   a. Do not use indenter type connectors and couplings.
   b. Do not use set-screw type connectors and couplings.

D. Description: ANSI C80.3; galvanized tubing.

E. Fittings and Conduit Bodies: NEMA FB 1; steel or malleable iron compression type.

2.10 STAINLESS STEEL ELECTRICAL METALLIC TUBING (EMT)

A. Description: NFPA 70, Type EMT stainless steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797A.

B. Fittings:
1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
2. Connectors and Couplings: Use compression/gland or set-screw type.

2.11 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

A. Manufacturers:
1. Cantex Inc: www.cantexinc.com/#sle.
2. JM Eagle: www.jmeagle.com/#sle.
3. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated,

NOT FOR BIDDING PURPOSES

Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.

C. Fittings:
   1. Manufacturer: Same as manufacturer of conduit to be connected.
   2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

2.12 ACCESSORIES

A. Corrosion Protection Tape: PVC-based, minimum thickness of 20 mil, 0.020 inch.

B. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.

C. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.

D. Pull Strings: Use nylon or polyester tape with average breaking strength of not less than 1,250 lbf.

E. Sealing Compound for Hazardous/Classified Location Sealing Fittings: Listed for use with particular fittings to be installed.

F. Sealing Systems for Concrete Penetrations:
   1. Sleeves: Provide water stop ring or cement coating that bonds to concrete to prevent water infiltration.
   2. Rate for minimum of 40 psig; suitable for sealing around conduits to be installed.
   3. Product: Link-Seal.

G. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for conduits and facade materials to be installed.
   1. Products:
      a. Quickflash Weatherproofing Products, Inc: www.quickflashproducts.com/#sle.
      b. Substitutions: See Section 01 60 00 - Product Requirements.

H. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.
   1. Products:
      a. HoldRite, a brand of Reliance Worldwide Corporation; HydroFlame Pro Series/HydroFlame Custom Built: www.holdrite.com/#sle.
      b. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive conduits.

C. Verify that conditions are satisfactory for installation prior to starting work.

D. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. All conduit penetrations into equipment enclosures shall be made by the Electrical Contractor.

C. Install conduit securely in a neat and workmanlike manner in accordance with NECA 1.

D. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.

E. Install intermediate metal conduit (IMC) in accordance with NECA 101.

NOT FOR BIDDING PUPORSES

F. Install PVC-coated galvanized steel rigid metal conduit (RMC) using only tools approved by manufacturer.

G. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.

H. Conduit Routing:
   1. Unless dimensioned, conduit routing indicated is diagrammatic.
   2. When conduit destination is indicated without specific routing, determine exact routing required.
   3. Conceal all conduits within finished walls, ceilings and floors unless specifically indicated to be exposed.
   4. Conduits in the following areas may be exposed, unless otherwise indicated:
      a. Electrical rooms.
      b. Mechanical equipment rooms.
      c. Within joists in areas with no ceiling.
   5. Unless otherwise approved, do not route exposed conduits:
      a. Across floors.
      b. Across roofs.
      c. Across top of parapet walls.
      d. Across building exterior surfaces.
   6. Conduits installed underground or embedded in concrete may be routed in shortest possible manner unless otherwise indicated. Route other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
   7. Arrange conduit to maintain adequate headroom, clearances, and access.
   8. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one-shot bender to fabricate bends in metal conduit larger than 2 inch size.
   9. Arrange conduit to provide no more than 150 feet between pull points.
   10. Route conduits above water and drain piping where possible.
   11. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
   12. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
   13. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
      a. Heaters.
      b. Hot water piping.
      c. Flues.
   14. Group parallel conduits in same area on common rack.

I. Conduit Support:
   1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 26 05 29.
   2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
   3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
   4. Use conduit strap to support single surface-mounted conduit.
      a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
   5. Use metal channel/strut with accessory conduit clamps to support multiple parallel surface-mounted conduits.
   6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
   7. Use trapeze hangers assembled from threaded rods and metal channel/strut with accessory conduit clamps to support multiple parallel suspended conduits.
   8. Use of spring steel conduit clips for support of conduits is not permitted.

NOT FOR BIDDING PURPOSES

9. Use of wire for support of conduits is not permitted. Remove all wire used for temporary supports.
10. Use of perforated pipe straps for support of conduits is not permitted.
11. Where conduit support intervals specified in NFPA 70 and NECA standards differ, comply with most stringent requirements.

J. Connections and Terminations:
1. Use fittings compatible with conduit used and suitable for location.
2. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
3. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
4. Use suitable adapters where required to transition from one type of conduit to another.
5. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
6. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
7. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.
8. Bring conduit to shoulders of fittings. Secure joints and connections tightly to provide maximum mechanical strength and electrical continuity. Use bonding bushings or wedges at connections subject to vibration.

K. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
2. All penetrations through floors or walls shall be core-drilled. Use of jack hammers shall not be permitted. Maximum hole diameters shall not exceed 6 inches. All holes shall be spaced at least 18 inches apart in all directions. Re-use of existing penetrations shall be permitted.
3. Prior to any core drilling through floors or walls, the Electrical Contractor shall visually survey both sides to determine if any pipes, ducts or electrical utilities exist that may present obstacles. The Electrical Contractor shall also indentify locations of existing concrete slab reinforcement or in-slab utilities using a pachometer, x-ray or similar device. All core-drilled penetrations shall be a minimum of 3 inches away from existing concrete slab reinforcement or in-slab utilities.
4. Make penetrations perpendicular to surfaces unless otherwise indicated.
5. Provide steel sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
6. Conceal bends for conduit risers emerging above ground.
7. Provide suitable modular seal where conduits penetrate exterior wall below grade.
8. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
9. 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.
10. Provide metal escutcheon plates for conduit penetrations exposed to public view.
11. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

L. Stub-Up Connections for Equipment: Extend conductors to equipment with rigid metal conduit (RMC). Flexible metal conduit (FMC) or liquidtight flexible metal conduit (LFMC) may be used 6 inches above the floor.

M. Underground Installation:

NOT FOR BIDDING PURPOSES

1. Minimum Cover, Unless Otherwise Indicated or Required:
   a. Underground, Exterior: 18 inches.
   b. Under Slab on Grade: 18 inches to bottom of slab.
2. Provide underground warning tape in accordance with Section 26 05 53 along entire conduit length.

N. Concrete Encasement: Where conduits not otherwise embedded within concrete are indicated to be concrete-encased, provide minimum concrete cover of 3 inches on all sides unless otherwise indicated; see Section 03 30 00.

O. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings or approved flexible connections to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
2. Where conduits are subject to earth movement by settlement or frost.

P. Conduit Sealing:
1. Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:
   a. Where conduits enter building from outside.
   b. Where service conduits enter building from underground distribution system.
   c. Where conduits enter building from underground.
   d. Where conduits may transport moisture to contact live parts.
2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:
   a. Where conduits pass from outdoors into conditioned interior spaces.
   b. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

Q. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide conduit sealing fittings filled with listed sealing compound at approved and accessible locations near the penetrations to prevent condensation. For concealed conduits, install each fitting in a flush steel box with blank cover plate having finish similar to that of adjacent plates or surfaces. This includes, but is not limited to:
1. Where conduits penetrate coolers or freezers, or other refrigerated spaces.

R. Provide pull string in each empty conduit and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.

S. Provide grounding and bonding of conduit in accordance with Section 26 05 26.

T. Identify conduits; see Section 26 05 53.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements for additional requirements.

B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

C. Where coating of PVC-coated galvanized steel rigid metal conduit (RMC) contains cuts or abrasions, repair in accordance with manufacturer's instructions.

D. Correct deficiencies and replace damaged or defective conduits.

3.04 CLEANING

A. Clean interior of conduits to remove moisture and foreign matter.

NOT FOR BIDDING PURPOSES

3.05 PROTECTION

A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

B. Arrange supports to prevent misalignment during wiring installation.

C. Cut conduit square using saw or pipecutter; de-burr cut ends.

D. Use suitable caps to protect installed conduit against entrance of dirt and moisture.

3.06 INTERFACE WITH OTHER PRODUCTS

A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

END OF SECTION

NOT FOR BIDDING PUPORSES

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SECTION 26 05 33.16 - BOXES FOR ELECTRICAL SYSTEMS

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 07 84 00 - Firestopping.

B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

C. Section 26 05 29 - Hangers and Supports for Electrical Systems.

D. Section 26 05 33.13 - Conduit for Electrical Systems:
   1. Conduit bodies and other fittings.
   2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.

E. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

F. Section 26 27 26 - Wiring Devices:
   1. Wall plates.
   2. Additional requirements for locating boxes for wiring devices.

1.03 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.

C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.

D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.

E. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013.

F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.

H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.

I. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.

J. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
   2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
   3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
   4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.

NOT FOR BIDDING PUPORSES

5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify DEDC, LLC of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for outlet and device boxes and junction and pull boxes.

C. Project Record Documents: Record actual locations for pull boxes.

D. Maintenance Materials: Furnish the following for State of Delaware DHSS - Department of Health and Social Services's use in maintenance of project.
1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 BOXES

A. General Requirements:
1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
3. Provide products listed, classified, and labeled as suitable for the purpose intended.
4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
1. Use sheet-steel boxes for concealed interior dry locations unless otherwise indicated or required.
2. Use cast iron boxes or cast aluminum boxes for exposed interior dry locations, and for interior and exterior damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
3. Use cast iron boxes or cast aluminum boxes where exposed galvanized steel rigid metal conduit is used.
4. Use cast aluminum boxes where aluminum rigid metal conduit is used.
5. Use suitable concrete type boxes where flush-mounted in concrete.
6. Use suitable masonry type boxes where flush-mounted in masonry walls.
7. Use raised covers suitable for the type of wall construction and device configuration where required.

NOT FOR BIDDING PURPOSES

8. Use shallow boxes where required by the type of wall construction.
9. Do not use "through-wall" boxes designed for access from both sides of wall.
10. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
11. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
12. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
13. Minimum Box Size, Unless Otherwise Indicated:
    a. Wiring Devices: 4 inch square by 2-1/8 inch deep (100 by 54 mm) trade size.
14. Wall Plates: Comply with Section 26 27 26.
15. Manufacturers:
    a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
    b. Hubbell Incorporated; Bell Products: www.hubbell-rtb.com.
    c. Hubbell Incorporated; RACO Products: www.hubbell-rtb.com.
    d. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
    e. Thomas & Betts Corporation; Steel City Products: www.tnb.com/#sle.
    f. Substitutions: See Section 01 60 00 - Product Requirements.

C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
2. NEMA 250 Environment Type, Unless Otherwise Indicated:
    a. Indoor Clean, Dry Locations: Type 1, painted steel.
    b. Outdoor Locations: Type 3R, painted steel.
3. Junction and Pull Boxes Larger Than 100 cubic inches:
    a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
4. Finish for Painted Steel Enclosures: Manufacturer's standard grey unless otherwise indicated.
5. Manufacturers:
    a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com/#sle.
    b. Hoffman, a brand of Pentair Technical Products: www.hoffmanonline.com/#sle.
    c. Hubbell Incorporated; Wiegmann Products: www.hubbell-wiegmann.com/#sle.
    d. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive boxes.

C. Verify that conditions are satisfactory for installation prior to starting work.

D. Verify locations of floor boxes and outlets in offices and work areas prior to rough-in.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.

E. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.

NOT FOR BIDDING PURPOSES

F. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.

G. Box Locations:
   1. Unless dimensioned, box locations indicated are approximate.
   2. Locate and orient boxes as required for devices installed under other sections or by others.
      a. Switches, Receptacles, and Other Wiring Devices: Comply with Section 26 27 26.
   3. Locate boxes so that wall plates do not span different building finishes.
   4. Locate boxes so that wall plates do not cross masonry joints.
   5. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
   6. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated:
      a. Acoustic-Rated Walls: Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches horizontal separation.
      b. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
         1) Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches separation where wall is constructed with individual noncommunicating stud cavities or protect both boxes with listed putty pads.
         2) Do not install flush-mounted boxes with area larger than 16 square inches or such that the total aggregate area of openings exceeds 100 square inches for any 100 square feet of wall area.
   7. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 05 33.13.
   8. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:
      a. Concealed above accessible suspended ceilings.
      b. Within joists in areas with no ceiling.
      c. Electrical rooms.
      d. Mechanical equipment rooms.

H. Box Supports:
   1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
   2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
   3. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.
   4. Use far-side support to secure flush-mounted boxes supported from single stud in hollow stud walls. Repair or replace supports for boxes that permit excessive movement.

I. Install boxes plumb and level.

J. Flush-Mounted Boxes:
   1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
   2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
   3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.

NOT FOR BIDDING PURPOSES

K. Install boxes as required to preserve insulation integrity.

L. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

M. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

N. Close unused box openings.

O. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.

P. Provide grounding and bonding of boxes, enclosures and cabinets in accordance with Section 26 05 26.

Q. Identify boxes in accordance with Section 26 05 53.

R. Install boxes securely, in a neat and workmanlike manner, as specified in NECA 1.

S. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.

T. Coordinate installation of outlet boxes for equipment connected under Section 26 27 17.

U. Set wall mounted boxes at elevations to accommodate mounting heights indicated.

V. Electrical boxes are shown on Drawings in approximate locations unless dimensioned.
   1. Adjust box locations up to 10 feet if required to accommodate intended purpose.

W. Maintain headroom and present neat mechanical appearance.

X. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.

Y. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.

Z. Locate outlet boxes to allow luminaires to be positioned as shown on reflected ceiling plan.

AA. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

AB. Locate flush mounting boxes in masonry walls to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.

AC. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.

AD. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.

AE. Use gang box with plaster ring for single device outlets.

3.03 ADJUSTING

A. Adjust flush-mounting outlets to make front flush with finished wall material.

B. Install knockout closures in unused box openings.

3.04 CLEANING

A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.05 PROTECTION

A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

B. Clean exposed surfaces and restore finish.

END OF SECTION

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SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electrical identification requirements.

B. Large Device Identification.

C. Nameplates and Labels.

D. Wire and cable markers.

E. Underground warning tape.

F. Warning signs and labels.

1.02 RELATED REQUIREMENTS

A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

1.03 REFERENCE STANDARDS

A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs; 2011.

B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels; 2011.

C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

D. NFPA 70E - Standard for Electrical Safety in the Workplace; 2015.

E. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.

B. Sequencing:
   1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
   2. Do not install identification products until final surface finishes and painting are complete.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittals procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.

C. Shop Drawings: Provide schedule of items to be identified indicating proposed designations, materials, legends, and formats.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

1.07 FIELD CONDITIONS

A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

A. Identification for Equipment:
   1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
      a. Panelboards:

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1) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces.
2) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Identify spares and spaces.

b. Enclosed switches, circuit breakers, and motor controllers:
1) Identify voltage and phase.
2) Identify power source and circuit number. Include location when not within sight of equipment.
3) Identify load(s) served. Include location when not within sight of equipment.

2. Use identification nameplate to identify disconnect location for equipment with remote disconnecting means.
3. Use warning labels, identification nameplates, or identification labels to identify electrical hazards for equipment where multiple power sources are present with the word message "DANGER; Hazardous voltage; Multiple power sources may be present; Disconnect all electric power including remote disconnects before servicing" or approved equivalent.

B. Identification for Conductors and Cables:
1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.
2. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
a. At each source and load connection.
b. Within boxes when more than one circuit is present.
c. Within equipment enclosures when conductors and cables enter or leave the enclosure.

C. Identification for Raceways:
1. Use color-coded bands to identify systems other than normal power system for accessible conduits at maximum intervals of 20 feet.
a. Color-Coded Bands: Use field-painting or vinyl color coding electrical tape to mark bands 3 inches wide.
1) Vinyl Color Coding Electrical Tape: Comply with Section 26 05 19.
2. Use identification labels or plastic marker tags to identify circuits enclosed for accessible conduits at wall penetrations, at floor penetrations, at roof penetrations, and at equipment terminations when source is not within sight.
3. Use identification labels or plastic marker tags to identify spare conduits at each end. Identify purpose and termination location.

D. Identification for Boxes:
1. Use identification labels to identify highest voltage present.
2. Use color coded boxes to identify systems other than normal power system.
a. Color-Coded Boxes: Field-painted with the same color code used for raceways.
1) Fire Alarm System: Red.
3. Use identification labels to identify circuits enclosed.
a. Identify circuits via power source and circuit numbers.
1) Include voltage and phase for other than 120 V, single phase circuits.
b. For exposed boxes in public areas, provide identification on inside face of cover.

E. Identification for Devices:
1. Wiring Device and Wallplate Finishes: Comply with Section 26 27 26.
2. Use identification label to identify serving branch circuit for all receptacles.
a. For receptacles with weatherproof covers, provide identification on inside surface of weatherproof cover.
3. Use engraved wallplate to identify load controlled for wall-mounted control devices controlling loads that are not visible from the control location and for multiple wall-mounted control devices installed at one location.

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2.02 IDENTIFICATION NAMEPLATES AND LABELS

A. Identification Nameplates:
   1. Manufacturers:
      a. Brimar Industries, Inc: www.brimar.com/#sle.
      b. Kolbi Pipe Marker Co: www.kolbipipemarkers.com.
      c. Seton Identification Products: www.seton.com.
      d. Substitutions: See Section 01 60 00 - Product Requirements.
   2. Materials:
      a. Indoor Clean, Dry Locations: Use plastic nameplates.
      b. Outdoor Locations: Use plastic nameplates suitable for exterior use.
   3. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
      a. Exception: Provide minimum thickness of 1/8 inch when any dimension is greater than 4 inches.
   4. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.

B. Identification Labels:
   1. Manufacturers:
      a. Brady Corporation: www.bradyid.com.
      b. Brother International Corporation: www.brother-usa.com/#sle.
      c. Panduit Corp: www.panduit.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.
   2. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
      a. Use only for indoor locations.
   3. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

C. Format for Equipment Identification:
   1. Minimum Size: 1.5 inches by 4 inches.
   2. Legend:
      a. System designation where applicable:
         1) Fire Alarm System: Identify with text "FIRE ALARM".
      b. Equipment designation or other approved description.
      c. Voltage and phase (single-phase or 3-phase).
      d. Power source and circuit number.
      e. Other information as indicated.
   3. Text: All capitalized unless otherwise indicated.
   4. Minimum Text Height:
      a. System Designation: 1 inch.
      b. Equipment Designation: 1/4 inch.
      c. Other Information: 1/4 inch.
      d. Exception: Provide minimum text height of 1 inch for equipment located more than 10 feet above floor or working platform.
   5. Color:
      a. Normal Power System: Black text on white background.
      b. Fire Alarm System: White text on red background.

D. Format for General Information and Operating Instructions:
   1. Minimum Size: 2 inches by 4 inches.
   2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.

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3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 1/4 inch.
5. Color: White text on blue background unless otherwise indicated.

E. Format for Caution and Warning Messages:
1. Minimum Size: 2 inches by 4 inches.
2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 1/2 inch.
5. Color: Black text on yellow background unless otherwise indicated.

F. Format for Receptacle Identification:
1. Minimum Size: 3/8 inch by 1.5 inches.
2. Legend: Power source and circuit number or other designation indicated.
a. Include voltage and phase for other than 120 V, single phase circuits.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 3/16 inch.
5. Color: Black text on white background.

G. Format for Control Device Identification (toggle switches, motor starters, etc.):
1. Minimum Size: 3/8 inch by 1.5 inches.
2. Legend: Load controlled, power source and circuit number or other designation indicated.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 3/16 inch.
5. Color: Black text on white background.

H. Format for Fire Alarm Device Identification:
1. Minimum Size: 3/8 inch by 1.5 inches.
2. Legend: Designation indicated and device zone or address.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 3/16 inch.
5. Color: Black text on white background.

2.03 WIRE AND CABLE MARKERS

A. Manufacturers:
1. Brady Corporation: www.bradyid.com.
2. HellermannTyton: www.hellermanntyton.com.
3. Panduit Corp: www.panduit.com/#sle.
4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Markers for Conductors and Cables: Use heat-shrink sleeve type markers suitable for the conductor or cable to be identified.
1. Do not use self-adhesive type markers.

C. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.

D. Legend: Power source and circuit number or other designation indicated.

E. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
1. Do not use handwritten text.

F. Minimum Text Height: 1/8 inch.

G. Color: Black text on white background unless otherwise indicated.

H. Locations: Each conductor at pull boxes, junction boxes, and termination or connection points including each load connection.

I. Legend:

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1. Power and Lighting Circuits: Power source and branch circuit or feeder number indicated on drawings.

2.04 UNDERGROUND WARNING TAPE

A. Manufacturers:
   1. Brady Corporation: www.bradyid.com/#sle.
   2. Brimar Industries, Inc: www.brimar.com/#sle.
   3. Seton Identification Products: www.seton.com/#sle.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Materials: Use foil-backed detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.

C. Foil-backed Detectable Type Tape: 6 inches wide, with minimum thickness of 5 mil, unless otherwise required for proper detection.

D. Legend: Type of service, continuously repeated over full length of tape.

E. Color:
   1. Tape for Buried Power Lines: Black text on red background.

2.05 WARNING SIGNS AND LABELS

A. Manufacturers:
   1. Brimar Industries, Inc: www.brimar.com/#sle.
   2. Clarion Safety Systems, LLC: www.clarionsafety.com.
   3. Seton Identification Products: www.seton.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.

C. Warning Labels:
   1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
      a. Do not use labels designed to be completed using handwritten text.
   2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
   3. Minimum Size: 2 by 4 inches unless otherwise indicated.

PART 3 EXECUTION

3.01 PREPARATION

A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

B. Degrease and clean surfaces to receive nameplates and labels.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
   1. Surface-Mounted Equipment: Enclosure front.
   2. Flush-Mounted Equipment: Enclosure front.
   3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
   4. Elevated Equipment: Legible from the floor or working platform.
   5. Branch Devices: Adjacent to device.
   6. Interior Components: Legible from the point of access.
   7. Conduits: Legible from the floor.
   8. Boxes: Outside face of cover.
   9. Conductors and Cables: Legible from the point of access.

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10. Devices: Outside face of cover.

C. Install identification products centered, level, and parallel with lines of item being identified.

D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws or epoxy cement and to interior surfaces using self-adhesive backing or epoxy cement.

E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.

F. Install underground warning tape above buried lines with one tape per trench at 6 inches below finished grade.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION

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SECTION 26 05 83 - WIRING CONNECTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electrical connections to equipment.

1.02 RELATED REQUIREMENTS

A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables.

B. Section 26 05 33.13 - Conduit for Electrical Systems.

C. Section 26 05 33.16 - Boxes for Electrical Systems.

D. Section 26 27 26 - Wiring Devices.

1.03 REFERENCE STANDARDS

A. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (R 2010).

B. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2012.

C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
   2. Determine connection locations and requirements.

B. Sequencing:
   1. Install rough-in of electrical connections before installation of equipment is required.
   2. Make electrical connections before required start-up of equipment.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide wiring device manufacturer’s catalog information showing dimensions, configurations, and construction.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Products: Listed, classified, and labeled as suitable for the purpose intended.

C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

PART 2 PRODUCTS

2.01 MATERIALS

A. Cords and Caps: NEMA WD 6; match receptacle configuration at outlet provided for equipment.
   1. Colors: Comply with NEMA WD 1.
   2. Cord Construction: NFPA 70, Type SO, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
   3. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.

B. Wiring Devices: As specified in Section 26 27 26.

C. Flexible Conduit: As specified in Section 26 05 33.13.

D. Wire and Cable: As specified in Section 26 05 19.

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E. Boxes: As specified in Section 26 05 33.16.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that equipment is ready for electrical connection, wiring, and energization.

3.02 ELECTRICAL CONNECTIONS

A. Make electrical connections in accordance with equipment manufacturer's instructions.

B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.

C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.

D. Provide receptacle outlet to accommodate connection with attachment plug.

E. Provide cord and cap where field-supplied attachment plug is required.

F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.

G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.

H. Install terminal block jumpers to complete equipment wiring requirements.

I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

J. Coolers and Freezers: Cut and seal conduit openings in freezer and cooler walls, floor, and ceilings.

END OF SECTION

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SECTION 26 27 26 - WIRING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Receptacles.

B. Wall plates.

1.02 RELATED REQUIREMENTS

A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

B. Section 26 05 33.16 - Boxes for Electrical Systems.

C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

D. Section 26 05 83 - Wiring Connections: Cords and plugs for equipment.

1.03 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.

C. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (R 2010).

D. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2012.

E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

F. UL 20 - General-Use Snap Switches; Current Edition, Including All Revisions.

G. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.

H. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.

I. UL 943 - Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.
3. Coordinate the placement of outlet boxes for wall switches with actual installed door swings.
4. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
5. Notify DEDC, LLC of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

B. Sequencing:

1. Do not install wiring devices or wall plates until wiring, final surface finishes and painting are complete.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.

C. Operation and Maintenance Data:

1. GFCI Receptacles: Include information on status indicators.

D. Project Record Documents: Record actual installed locations of wiring devices.

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E. Maintenance Materials: Furnish the following for State of Delaware DHSS - Department of Health and Social Services's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
   2. Extra Wall Plates: One of each style, size, and finish.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

D. Products: Listed, classified, and labeled as suitable for the purpose intended.

E. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND PROTECTION

A. Store in a clean, dry space in original manufacturer's packaging until ready for installation.

PART 2 PRODUCTS

2.01 WIRING DEVICE APPLICATIONS

A. Provide wiring devices suitable for intended use and with ratings adequate for load served.

B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.

C. Unless noted otherwise, do not use combination switch/receptacle devices.

2.02 ALL WIRING DEVICES

A. Provide products listed and classified by Underwriters Laboratories Inc. or testing firm acceptable to the authority having jurisdiction as suitable for the purpose specified and indicated.

2.03 RECEPTACLES

A. Provide as specified on drawings.

B. Manufacturers:
   1. Hubbell Incorporated: www.hubbell.com/#sle.
   2. Leviton Manufacturing Company, Inc; : www.leviton.com/#sle.
   3. Pass & Seymour, a brand of Legrand North America, Inc; : www.legrand.us/#sle.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

2.04 WALL PLATES

A. Wall Plates: Comply with UL 514D.
   1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
   2. Size: Standard.
   3. Screws: Metal with slotted heads finished to match wall plate finish.

B. Surface Mounted Device Cover Plates: Raised galvanized steel with rounded corners and edges and corrosion-resistant screws.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.

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C. Verify that wall openings are neatly cut and will be completely covered by wall plates.

D. Verify that final surface finishes are complete, including painting.

E. Verify that floor boxes are adjusted properly.

F. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

G. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.

B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.03 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.

B. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of wiring devices provided under this section.
   1. Mounting Heights:As indicated on the drawings.

C. Install wiring devices in accordance with manufacturer's instructions.

D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

E. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.

F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.

G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

H. Provide GFCI receptacles with integral GFCI protection at each location indicated. Do not use feed-through wiring to protect downstream devices.

I. Install wiring devices plumb, secure and level with mounting yoke held rigidly in place.

J. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.

K. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.

L. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

M. Identify wiring devices in accordance with Section 26 05 53.

N. Install galvanized steel cover plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted switches & outlets.

3.04 INTERFACE WITH OTHER PRODUCTS

A. Coordinate locations of outlet boxes provided under Section 26 05 37 to obtain mounting heights indicated on drawings.

3.05 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect each wiring device for damage and defects.

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C. Test each receptacle to verify operation and proper polarity.

D. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.

E. Correct wiring deficiencies and replace damaged or defective wiring devices.

3.06 ADJUSTING

A. Adjust devices and wall plates to be flush and level.

3.07 CLEANING

A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

END OF SECTION

NOT FOR BIDDING PUPORSES

SECTION 26 28 16.13 - ENCLOSED CIRCUIT BREAKERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Molded case circuit breakers.

1.02 RELATED REQUIREMENTS

A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.

B. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.

C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

D. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

E. UL 943 - Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate work with other trades. Avoid placement of ductwork, piping, equipment, or other potential obstructions within dedicated equipment spaces and within working clearances for electrical equipment required by NFPA 70.
2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
3. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
4. Notify DEDC, LLC of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for circuit breakers, enclosures, and other installed components and accessories.

1. Include characteristic trip curves for each type and rating of circuit breaker upon request.

C. Shop Drawings: Indicate outline and support point dimensions, voltage and current ratings, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

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1.07 DELIVERY, STORAGE, AND HANDLING

A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed circuit breaker internal components, enclosure, and finish.

1.08 FIELD CONDITIONS

A. Maintain ambient temperature between 23 degrees F and 104 degrees F during and after installation of enclosed circuit breakers.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Schneider Electric; Square D Products: www.schneider-electric.us.

B. Substitutions: Not permitted.

2.02 MOLDED CASE CIRCUIT BREAKERS

A. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489; ratings, configurations, and features as indicated on the drawings.

B. Provide products listed and labeled by Underwriters Laboratories Inc. or testing firm acceptable to the authority having jurisdiction as suitable for the purpose indicated.

C. Interrupting Capacity:
   1. Provide circuit breaker(s) with interrupting capacity as required to provide the short circuit current rating(s) indicated.

D. Conductor Terminations:
   1. Provide mechanical lugs unless otherwise indicated.
   2. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.

E. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.

F. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that the ratings of the enclosed circuit breakers are consistent with the indicated requirements.

C. Verify that mounting surfaces are ready to receive enclosed circuit breakers.

D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Provide required support and attachment in accordance with Section 26 05 29.

E. Install enclosed circuit breakers plumb.

F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed circuit breakers such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.

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G. Provide grounding and bonding in accordance with Section 26 05 26.

H. Set field-adjustable circuit breaker tripping function settings as directed.

I. Identify enclosed circuit breakers in accordance with Section 26 05 53.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with manufacturer's instructions and NETA ATS, except Section 4.

C. Perform inspections and tests listed in NETA ATS, Section 7.6.1.1. Tests listed as optional are not required.

D. Correct deficiencies and replace damaged or defective enclosed circuit breakers.

E. Perform several mechanical ON-OFF operations on each circuit breaker.

F. Verify circuit continuity on each pole in closed position.

G. Determine that circuit breaker will trip on overcurrent condition, with tripping time to NEMA AB 1 requirements.

3.04 ADJUSTING

A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.05 CLEANING

A. Clean dirt and debris from circuit breaker enclosures and components according to manufacturer's instructions.

B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

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SECTION 28 46 00 - FIRE DETECTION AND ALARM

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Modification and/or expansion of existing fire alarm system as indicated.

1.02 RELATED REQUIREMENTS

A. Section 07 84 00 - Firestopping: Materials and methods for work to be performed by this installer.

1.03 REFERENCE STANDARDS

A. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.

B. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.

C. IEEE C62.41.2 - Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and less) AC Power Circuits; 2002 (Cor 1, 2012).

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

E. NFPA 72 - National Fire Alarm and Signaling Code; Most Recent Edition Cited by Referring Code or Reference Standard.

F. NFPA 101 - Life Safety Code; 2015.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Evidence of designer qualifications.

C. Design Documents: Submit all information required for plan review and permitting to the Office of the State Fire Marshal, including but not limited to floor plans, riser diagrams, and description of operation:

1. Copy (if any) of list of data required by authority having jurisdiction.
2. NFPA 72 "Record of Completion", filled out to the extent known at the time.
3. Clear and concise description of operation, with input/output matrix similar to that shown in NFPA 72 Appendix A-7-5-2.2(9), and complete listing of software required.
4. System zone boundaries and interfaces to fire safety systems.
5. Location of all components, circuits, and raceways; mark components with identifiers used in control unit programming.
6. Circuit layouts; number, size, and type of raceways and conductors; conduit fill calculations; spare capacity calculations; notification appliance circuit voltage drop calculations.
7. List of all devices on each signaling line circuit, with spare capacity indicated.
8. Manufacturer's detailed data sheet for each component, including wiring diagrams, installation instructions, and circuit length limitations.
9. Description of power supplies; if secondary power is by battery include calculations demonstrating adequate battery power.
10. Certification by either the manufacturer of the control unit or by the manufacturer of each other component that the components are compatible with the control unit.
11. Certification by the manufacturer of the control unit that the system design complies with Contract Documents.
12. Certification by Contractor that the system design complies with Contract Documents.

D. Evidence of installer qualifications.

E. Evidence of instructor qualifications; training lesson plan outline.

F. Evidence of maintenance contractor qualifications, if different from installer.

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G. Inspection and Test Reports:
   1. Submit inspection and test plan prior to closeout demonstration.
   2. Submit documentation of satisfactory inspections and tests.
   3. Submit NFPA 72 "Inspection and Test Form," filled out.

H. Operating and Maintenance Data: See Section 01 78 00 for additional requirements; revise and resubmit until acceptable; have one set available during closeout demonstration:
   1. Complete set of specified design documents, as approved by authority having jurisdiction.
   2. Additional printed set of project record documents and closeout documents, bound or filed in same manuals.
   3. Contact information for firm that will be providing contract maintenance and trouble call-back service.
   4. List of recommended spare parts, tools, and instruments for testing.
   5. Replacement parts list with current prices, and source of supply.
   6. Detailed troubleshooting guide and large scale input/output matrix.
   7. Preventive maintenance, inspection, and testing schedule complying with NFPA 72; provide printed copy and computer format acceptable to State of Delaware DHSS - Department of Health and Social Services.
   8. Detailed but easy to read explanation of procedures to be taken by non-technical administrative personnel in the event of system trouble, when routine testing is being conducted, for fire drills, and when entering into contracts for remodeling.

I. Project Record Documents: See Section 01 78 00 for additional requirements; have one set available during closeout demonstration:
   1. Complete set of floor plans showing actual installed locations of components, conduit, and zones.
   2. "As installed" wiring and schematic diagrams, with final terminal identifications.
   3. "As programmed" operating sequences, including control events by device, updated input/output chart, and voice messages by event.

J. Closeout Documents:
   1. Certification by manufacturer that the system has been installed in compliance with manufacturer's installation requirements, is complete, and is in satisfactory operating condition.
   2. NFPA 72 "Record of Completion", filled out completely and signed by installer and authorized representative of authority having jurisdiction.
   3. Maintenance contract.

K. Maintenance Materials, Tools, and Software: Furnish the following for State of Delaware DHSS - Department of Health and Social Services's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
   2. Furnish spare parts of same manufacturer and model as those installed; deliver in original packaging, labeled in same manner as in operating and maintenance data and place in spare parts cabinet.
   3. In addition to the items in quantities indicated in PART 2, furnish the following:
      a. All tools, software, and documentation necessary to modify the fire alarm system using State of Delaware DHSS - Department of Health and Social Services's personnel; minimum modification capability to include addition and deletion of devices, circuits, and zones, and changes to system description, operation, and evacuation and instructional messages.
      b. One copy, on CD-ROM, of all software not resident in read-only-memory.

1.05 QUALITY ASSURANCE

A. Designer Qualifications: NICET Level III or IV (3 or 4) certified fire alarm technician or registered fire protection engineer, employed by fire alarm control panel manufacturer, Contractor, or installer, with experience designing fire alarm systems in the jurisdictional area of the authorities having jurisdiction.

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B. Installer Qualifications: Firm with minimum 3 years documented experience installing fire alarm systems of the specified type and providing contract maintenance service as a regular part of their business.
   1. Authorized representative of control unit manufacturer; submit manufacturer's certification that installer is authorized; include name and title of manufacturer's representative making certification.
   2. Installer Personnel: At least 2 years of experience installing fire alarm systems.
   3. Supervisor: NICET level III or IV (3 or 4) certified fire alarm technician; furnish name and address.
   4. Contract maintenance office located within 50 miles of project site.
   5. Certified in Delaware as fire alarm installer.

C. Maintenance Contractor Qualifications: Same entity as installer or different entity with specified qualifications.

D. Instructor Qualifications: Experienced in technical instruction, understanding fire alarm theory, and able to provide the required training; trained by fire alarm control unit manufacturer.

E. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.06 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

B. Provide control panel manufacturer's warranty that system components other than wire and conduit are free from defects and will remain so for 5 years after date of Substantial Completion.

C. Provide installer's warranty that the installation is free from defects and will remain so for 2 years after date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Initiating Devices and Notification Appliances:
   1. Same manufacturer as control units.

B. Substitutions: See Section 01 60 00 - Product Requirements.
   1. For substitution of products by manufacturers not listed, submit product data showing features and certification by Contractor that the design will comply with Contract Documents.

2.02 FIRE ALARM SYSTEM

A. Fire Alarm System: Provide modifications and extensions to the existing automatic fire detection and alarm system:
   1. Provide all components necessary, regardless of whether shown in Contract Documents or not.
   2. Comply with the following; where requirements conflict, order of precedence of requirements is as listed:
      a. ADA Standards.
      b. The requirements of the State Fire Marshal.
      c. Applicable local codes.
      d. Contract Documents (drawings and specifications).
      e. NFPA 101.
      f. NFPA 72; where the word "should" is used consider that provision mandatory; where conflicts between requirements require deviation from NFPA 72, identify deviations clearly on design documents.

B. Circuits:

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1. Initiating Device Circuits (IDC): Class B, Style A.
2. Signaling Line Circuits (SLC) Within Single Building: Class B, Style 0.5.
3. Notification Appliance Circuits (NAC): Class B, Style W.

2.03 FIRE SAFETY SYSTEMS INTERFACES

A. Alarm: Provide alarm initiation in accordance with NFPA 72 for the following:
   1. Duct smoke detectors.

B. HVAC:
   1. Duct Smoke Detectors: Close dampers indicated; shut down air handlers indicated.

2.04 COMPONENTS

A. Initiating Devices:
   1. Duct Smoke Detectors: Quanity as indicated on drawings.

B. Circuit Conductors: Copper or optical fiber; provide 200 feet extra; color code and label.

C. Surge Protection: In accordance with IEEE C62.41.2 category B combination waveform and NFPA 70; except for optical fiber conductors.
   1. Equipment Connected to Alternating Current Circuits: Maximum let through voltage of 350 V(ac), line-to-neutral, and 350 V(ac), line-to-line; do not use fuses.
   2. Initiating Device Circuits, Notification Appliance Circuits, and Communications Circuits: Provide surge protection at each point where circuit exits or enters a building; rated to protect applicable equipment; for 24 V(dc) maximum dc clamping voltage of 36 V(dc), line-to-ground, and 72 V(dc), line-to-line.
   3. Signaling Line Circuits: Provide surge protection at each point where circuit exits or enters a building, rated to protect applicable equipment.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install in accordance with applicable codes, NFPA 72, NFPA 70, and Contract Documents.

B. Conceal all wiring, conduit, boxes, and supports where installed in finished areas.

C. Obtain State of Delaware DHSS - Department of Health and Social Services's approval of locations of devices, before installation.

D. Install instruction cards and labels.

3.02 INSPECTION AND TESTING FOR COMPLETION

A. Notify State of Delaware DHSS - Department of Health and Social Services 7 days prior to beginning completion inspections and tests.

B. Notify authorities having jurisdiction and comply with their requirements for scheduling inspections and tests and for observation by their personnel.

C. Provide the services of the installer's supervisor or person with equivalent qualifications to supervise inspection and testing, correction, and adjustments.

D. Prepare for testing by ensuring that all work is complete and correct; perform preliminary tests as required.

E. Provide all tools, software, and supplies required to accomplish inspection and testing.

F. Perform inspection and testing in accordance with NFPA 72 and requirements of local authorities; document each inspection and test.

G. Correct defective work, adjust for proper operation, and retest until entire system complies with Contract Documents.

H. Diagnostic Period: After successful completion of inspections and tests, Operate system in normal mode for at least 14 days without any system or equipment malfunctions.
   1. Record all system operations and malfunctions.
   2. If a malfunction occurs, start diagnostic period over after correction of malfunction.

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3. State of Delaware DHSS - Department of Health and Social Services will provide attendant operator personnel during diagnostic period; schedule training to allow State of Delaware DHSS - Department of Health and Social Services personnel to perform normal duties.
4. At end of successful diagnostic period, fill out and submit NFPA 72 "Inspection and Testing Form."

3.03 STATE OF DELAWARE DHSS - DEPARTMENT OF HEALTH AND SOCIAL SERVICES PERSONNEL INSTRUCTION

A. Provide the following instruction to designated State of Delaware DHSS - Department of Health and Social Services personnel:
   1. Hands-On Instruction: On-site, using operational system.
   2. Classroom Instruction: State of Delaware DHSS - Department of Health and Social Services furnished classroom, on-site or at other local facility.

B. Administrative: One-hour session(s) covering issues necessary for non-technical administrative staff; classroom:
   1. Initial Training: 1 session pre-closeout.

C. Basic Operation: One-hour sessions for attendant personnel, security officers, and engineering staff; combination of classroom and hands-on:
   1. Initial Training: 1 session pre-closeout.

D. Furnish the services of instructors and teaching aids; have copies of operation and maintenance data available during instruction.

3.04 CLOSEOUT

A. Closeout Demonstration: Demonstrate proper operation of all functions to State of Delaware DHSS - Department of Health and Social Services.
   1. Be prepared to conduct any of the required tests.
   2. Have at least one copy of operation and maintenance data, preliminary copy of project record drawings, input/output matrix, and operator instruction chart(s) available during demonstration.
   3. Have authorized technical representative of control unit manufacturer present during demonstration.
   4. Demonstration may be combined with inspection and testing required by authority having jurisdiction; notify authority having jurisdiction in time to schedule demonstration.
   5. Repeat demonstration until successful.

B. Substantial Completion of the project cannot be achieved until inspection and testing is successful and:
   1. Specified diagnostic period without malfunction has been completed.
   2. Approved operating and maintenance data has been delivered.
   3. Spare parts, extra materials, and tools have been delivered.
   4. All aspects of operation have been demonstrated to State of Delaware DHSS - Department of Health and Social Services.
   5. Final acceptance of the fire alarm system has been given by authorities having jurisdiction.
   6. Specified pre-closeout instruction is complete.

3.05 MAINTENANCE

A. See Section 01 77 00 - Closeout Procedures, for additional requirements relating to maintenance service.

B. Provide to State of Delaware DHSS - Department of Health and Social Services, at no extra cost, a written maintenance contract for entire manufacturer's warranty period, to include the work described below.

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C. Perform routine inspection, testing, and preventive maintenance required by NFPA 72, including:
   1. Maintenance of fire safety interface and supervisory devices connected to fire alarm system.
   2. Repairs required, unless due to improper use, accidents, or negligence beyond the control of the maintenance contractor.
   3. Record keeping required by NFPA 72 and authorities having jurisdiction.

D. Provide trouble call-back service upon notification by State of Delaware DHSS - Department of Health and Social Services:
   1. Provide on-site response within 2 hours of notification.
   2. Include allowance for call-back service during normal working hours at no extra cost to State of Delaware DHSS - Department of Health and Social Services.
   3. State of Delaware DHSS - Department of Health and Social Services will pay for call-back service outside of normal working hours on an hourly basis, based on actual time spent at site and not including travel time; include hourly rate and definition of normal working hours in maintenance contract.

E. Provide a complete description of preventive maintenance, systematic examination, adjustment, cleaning, inspection, and testing, with a detailed schedule.

F. Maintain a log at each fire alarm control unit, listing the date and time of each inspection and call-back visit, the condition of the system, nature of the trouble, correction performed, and parts replaced. Submit duplicate of each log entry to State of Delaware DHSS - Department of Health and Social Services's representative upon completion of site visit.

G. Comply with State of Delaware DHSS - Department of Health and Social Services's requirements for access to facility and security.

END OF SECTION

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