STATE OF DELAWARE
OMB/DIVISION OF FACILITIES MANAGEMENT
OMB/DFM PROJECT #MC5508000002A

SPECIFICATIONS
FOR

UPS REDUNDANCY UPGRADE

AT

DEMA/TMC BUILDING
165 BRICK STORE LANDING ROAD
SMYRNA, DELAWARE, 19977

PREPARED BY

NOT FOR BIDDING PURPOSES

DEDC
ENGINEERING | DESIGN | CONSULTING

ISSUED FOR BID
JANUARY 2025
DEDC PROJECT # 23P209

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SECTION 00 11 16
INVITATION TO BID

Sealed bids for **OMB/DFM Contract No. MC5508000002A – DEMA/TMC Building – UPS Redundancy Upgrade** will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, Haslet Armory, 122 Martin Luther King Jr. Boulevard South, Dover, DE 19901. The outer envelope should clearly indicate: **"OMB/DFM CONTRACT NO. MC5508000002A – DEMA/TMC Building – UPS Redundancy Upgrade - SEALED BID - DO NOT OPEN."**

Bids will be accepted until 2:00 p.m. local time on January 22, 2025. Bids will be opened and read aloud at 2:00 p.m. local time on January 22, 2025 in the first floor Conference Room #133 of the Haslet Armory, 122 Martin Luther King Jr. Boulevard South, 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 removal of (3) existing UPS units and the installation of (3) new UPS units that serve the Delaware Emergency Management Agency & Transportation Management Center building.

A **MANDATORY** Pre-Bid Meeting will be held on January 10, 2025, at 10:00 a.m. at the DEMA/TMC Building at **165 Brick Store Landing Road, Smyrna, Delaware 19977**. 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 19711, 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.

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END OF INVITATION TO BID

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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.

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.

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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.

1.23 CUSTOM FABRICATION: As defined in 29 Del. C. § 6902, the term “custom fabrication” means the offsite fabrication, assembly, or other production of non-standard goods or materials, including components, fixtures or parts thereof, specifically for a public works project. Such goods and materials shall include those used in the following trades or systems: (1) Plumbing or pipe fitting systems, including heating, ventilating, air-conditioning, refrigeration systems, sheet metal or other duct systems; (2) Electrical systems; (3) Mechanical insulation work; (4) Ornamental iron work; and (5) Commercial signage that does not attempt or appear to direct the movement of traffic on highways or roadways or interfere with, imitate, or resemble any official traffic sign, signal or device.

ARTICLE 2: BIDDER'S REPRESENTATION

2.1 PRE-BID MEETING

2.1.1A 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 personal observations with the requirements of the proposed Contract Documents.

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

2.3 JOINT VENTURE REQUIREMENTS

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

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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.

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.

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

3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

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

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

3.3 SUBSTITUTIONS

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

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

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

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

3.4 ADDENDA

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

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

3.4.3 No Addenda will be issued later than 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

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acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

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

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

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

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

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

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

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

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

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

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

4.1.11 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

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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 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

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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."

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, or engaged in custom fabrication work, as that term is defined in Article 1.23 herein and as also as defined in 29 Del. C § 6902 and described in 29 Del. C. § 6960(b), regardless of where the work is performed, 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 As per 29 Del. C. § 6960(b), the scale of the wages to be paid must be posted by the employer in a prominent and easily accessible place at the site of the work. There may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay laborers and mechanics employed by the employer the

NOT FOR BIDDING PURPOSES

difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.

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

4.8 SUBMISSION OF BIDS

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

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

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

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

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

4.9 MODIFICATION OR WITHDRAW OF BIDS

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

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

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

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

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

NOT FOR BIDDING PURPOSES

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

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

5.2 COMPARISON OF BIDS

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

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

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

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

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

5.3 DISQUALIFICATION OF BIDDERS

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

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

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

C. The Bidder's written safety plan;

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

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

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

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

NOT FOR BIDDING PURPOSES

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. Any public school district and its board shall award public works contracts in accordance with this section’s requirements except it shall award the contract within 60 days of the bid opening.”

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

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

5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of two (2) years after the date of the Certificate of Final Payment.

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

NOT FOR BIDDING PURPOSES

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

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

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

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

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

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

NOT FOR BIDDING PURPOSES

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

END OF SECTION

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SECTION 00 41 13

BID FORM

For Bids Due: January 22, 2025 (2:00 p.m.) **To:** Mr. Jim Fox
Construction Projects Manager
State of Delaware
Office of Management and Budget
Haslet Armory, 122 Martin Luther King Jr. Blvd. South
Dover, Delaware 19901

Name of Bidder: _____

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

(Other License Nos.): _____

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

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

$_____
($)

ALLOWANCE

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

Confirmed: _____
(Signature)

NOT FOR BIDDING PURPOSES

BID FORM

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

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

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address:_____
_____
_____
_____

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

(SEAL)

_____
(Title)

Date: _____

NOT FOR BIDDING PURPOSES

ATTACHMENTS

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

BID FORM

SUBCONTRACTOR LIST

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

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

NOT FOR BIDDING PURPOSES

BID FORM (Continued)

3. _____ _____ _____

   A. _____ _____ _____

   B. _____ _____ _____

   C. _____ _____ _____

4. _____ _____ _____

   A. _____ _____ _____

   B. _____ _____ _____

   C. _____ _____ _____

5. _____ _____ _____

   A. _____ _____ _____

   B. _____ _____ _____

   C. _____ _____ _____

NOT FOR BIDDING PURPOSES

BID FORM

NON-COLLUSION STATEMENT

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

All the terms and conditions of OMB/DFM# MC5508000002A 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 PURPOSES

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 PURPOSES

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

AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS

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

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

Contractor Name: _____

Contractor Address: _____

_____

_____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

My Commission expires _____. NOTARY PUBLIC _____.

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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. MC5508000002A, 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.

NOT FOR BIDDING PURPOSES

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

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

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

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TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

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4 CONTRACT SUM

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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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[« »] 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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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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DRAFT

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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 the box "Other" – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 7: TERMINATION or SUSPENSION

7.1.1.1 Delete paragraph 7.1.1.1 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.3.1.1 Strike the last sentence of the paragraph.

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.3.2.2.1 Insert "$1,000,000.00" in the blank for each occurrence.
Insert "$3,000,000.00" in the blank for general aggregate.
Insert "$3,000,000.00" in the blank for aggregate for products-completed operations hazard.

A.3.2.3 Insert "$1,000,000.00" in the blank for per accident.

A.3.2.6 Insert "$500,000.00" in the blank for each accident.
Insert "$500,000.00" in the blank for each employee.
Insert "$500,000.00" in the blank for policy limit.

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A.3.2.8 Insert “$1,000,000.00” in the blank for per claim.
Insert “$3,000,000.00” in the blank for in the aggregate.

A.3.2.9 Insert “$1,000,000.00” in the blank for per claim.
Insert “$3,000,000.00” in the blank for in the aggregate.

A.3.2.10 Insert “$2,000,000.00” in the blank for per claim.
Insert “$4,000,000.00” in the blank for in the aggregate.

A.3.2.11 Strike in its entirety.

A.3.2.12 Strike in its entirety.

A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety

A.3.3.2.2 Strike in its entirety.

A.3.3.2.3 Insert “$1,000,000.00” in the blanks for per claim.
Insert “$3,000,000.00” in the blanks for in the aggregate.

A.3.4 Insert the actual contract price in both the Payment Bond and the Performance Bond Penal Sum blanks. It must be 100% of the contract price.

Strike the last sentence in this section and replace with “Payment and Performance Bonds shall be in the standard form issued by the Delaware Office of Management and Budget.”

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. MC5508000002A 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. MC5508000002A 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		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTAL	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00 %	$ 0.00	$ 0.00

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ALLOWANCE AUTHORIZATION

Project:

Architect: **Project No.**

Contractor:

AAA No.: **Initiation Date:**

The Allowance is allocated as follows:

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

Recommended by:
Architect

By (Signature): _____
Date: _____

Accepted by:
Contractor

By (Signature): _____
Date: _____

Approved by:
Owner

By (Signature): _____
Date: _____

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CLOSEOUT FORMS

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

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

END OF SECTION

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AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)* 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

TO OWNER: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction
CONTRACT DATED:

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

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate Attachment ☐ Yes ☐ No

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

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

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

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

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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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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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 OF THE CONTRACT FOR CONSTRUCTION
A201 - 2017

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.

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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
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
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9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
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13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT
15. CLAIMS AND DISPUTES

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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

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to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect's consultants.

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

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.

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ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

3.2.4 Strike “subject to Section 15.1.7” in the second sentence.

3.2.4 Strike the third sentence.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

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

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

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

3.4 LABOR AND MATERIALS

Add the Following Sections:

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

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

3.5 WARRANTY

Add the following Sections:

“3.5.3 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended,

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for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of warranty."

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

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

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

"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

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containing all “red line drawings (as-built) and Closeout Documents properly tabbed in accordance with closeout requirements as defined elsewhere in the contract documents.”

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

3.12.10.2 Strike “to” between “professional” and certify” and replace with “shall”.

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

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

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.”

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Add the following Section:

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

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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)

7.2 CHANGE ORDERS

7.2.2 In addition to the above:

7.2.2.1 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.

7.2.2.2 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 subcontractor's work.

7.2.2.3 Where the Third Tier Contractor is going to be completing the additional work, the Third-Tier contractor will be allowed a markup of fifteen percent (15%) overhead and profit on changes order work above and beyond the direct costs stated previously. To this amount, the Subcontractor will be allowed a markup not to exceed seven and one-half percent (7.5%) on the Third-Tier Contractor's work and the General Contractor will be allowed a markup not to exceed seven and one-half percent (7.5%) of the amount of the Subcontractor's markup.

7.2.2.4 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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7.2.2.5 These markups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc."

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

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

7.4 MINOR CHANGES IN WORK

Add "unless such changes are approved" at the end of the third sentence.

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following Section:

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

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

8.2.4 Add the following Section:

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

8.3 DELAYS AND EXTENSION OF TIME

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

Add the following Section:

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

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

8.3.3 "Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Section 8.3.1 shall be the Contractor's sole remedy in the 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."

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ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Sections:

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

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

9.3 APPLICATIONS FOR PAYMENT

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

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

Add the following Sections:

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

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

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

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following Subsections to 9.5.1:

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

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."

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

9.7 FAILURE OF PAYMENT

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

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

9.8 SUBSTANTIAL COMPLETION

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

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

9.8.5 Strike “shall” and insert “may” in the second sentence.

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

9.9 PARTIAL OCCUPANCY OR USE

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

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

9.10.4.4 Strike “if permitted by the Contract Documents,”

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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.

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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 third sentence.

11.2 OWNER’S LIABILITY INSURANCE

Strike 11.2 in 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:

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

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

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

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

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

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike the last sentence.

13.4 TESTS AND INSPECTIONS

13.4.1 Strike the last sentence and replace with the following:

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

13.5 INTEREST

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

Insert the following Section:

"13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

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

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

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

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

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

ARTICLE 15: CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.2 TIME LIMITS ON CLAIMS

Strike the last sentence.

15.1.3 NOTICE OF CLAIM

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

15.1.5 CLAIMS FOR ADDITIONAL COSTS

Strike the first sentence and replace with the following:

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

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

Strike Section 15.1.7 in its entirety.

15.2 INITIAL DECISION

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

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

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

15.2.6 Strike Section 15.2.6 and its sub-Sections in their entirety.

15.3 MEDIATION

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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 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) 318-2769

Mailing Address:
252 Chapman Road
Suite 210
Newark, DE 19702

Located at:
252 Chapman Road
Suite 210
Newark, DE 19702

PREVAILING WAGES FOR **BUILDING CONSTRUCTION** EFFECTIVE MARCH 15, 2024

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	29.03	35.74	32.03
BOILERMAKERS	86.90	44.09	64.81
BRICKLAYERS	65.24	65.24	65.24
CARPENTERS	61.06	61.06	49.30
CEMENT FINISHERS	91.66	65.19	50.55
ELECTRICAL LINE WORKERS	57.72	49.50	37.74
ELECTRICIANS	81.62	81.62	81.62
ELEVATOR CONSTRUCTORS	113.66	81.86	103.45
GLAZIERS	83.30	83.30	71.92
INSULATORS	67.20	67.20	67.20
IRON WORKERS	75.32	75.32	75.32
LABORERS	55.65	55.65	55.65
MILLWRIGHTS	85.36	85.36	68.57
PAINTERS	57.60	57.60	57.60
PILEDRIVERS	88.52	49.97	40.41
PLASTERERS	37.89	37.89	28.08
PLUMBERS/PIPEFITTERS/STEAMFITTERS	77.30	80.57	71.11
POWER EQUIPMENT OPERATORS	81.29	81.29	81.29
ROOFERS-COMPOSITION	29.45	29.41	31.82
ROOFERS-SHINGLE/SLATE/TILE	23.34	27.77	21.83
SHEET METAL WORKERS	84.53	84.53	84.53
SOFT FLOOR LAYERS	60.12	60.12	60.12
SPRINKLER FITTERS	70.52	70.52	70.52
TERRAZZO/MARBLE/TILE FNRS	71.53	71.53	79.54
TERRAZZO/MARBLE/TILE STRS	68.47	68.47	88.22
TRUCK DRIVERS	55.25	34.83	27.11

CERTIFIED: 2-20-2024 BY: Salina Crosdale/for Francis Cole
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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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) 318-2769.

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

PROJECT: MC5508000002A DEMA/TMC Building - UPS Redundancy Upgrade, New Castle County

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SECTION 00 81 13
GENERAL REQUIREMENTS

TABLE OF ARTICLES

1. GENERAL

2. OWNER

3. CONTRACTOR

4. ADMINISTRATION OF THE CONTRACT

5. SUBCONTRACTORS

6. CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

7. CHANGES IN THE WORK

8. TIME

9. PAYMENTS AND COMPLETION

10. PROTECTION OF PERSONS AND PROPERTY

11. INSURANCE AND BONDS

12. UNCOVERING AND CORRECTION OF WORK

13. MISCELLANEOUS PROVISIONS

14. TERMINATION OR SUSPENSION OF THE CONTRACT

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ARTICLE 1: GENERAL

1.1 CONTRACT DOCUMENTS

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

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

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

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

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

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

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

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

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

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

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

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

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required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.

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

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

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

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

3.11 STATE LICENSE AND TAX REQUIREMENTS

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

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

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:

7.3.3.1 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.

7.3.3.2 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 subcontractor's work.

7.3.3.3 Where the Third Tier Contractor is going to be completing the additional work, the Third-Tier contractor will be allowed a markup of fifteen percent (15%) overhead and profit on changes order work above and beyond the direct costs stated previously. To this amount, the Subcontractor will be allowed a markup not to exceed seven and one-half percent (7.5%) on the Third-Tier Contractor's work and the General Contractor will be

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allowed a markup not to exceed seven and one-half percent (7.5%) of the amount of the Subcontractor's markup.

7.3.3.4 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.

7.3.3.5 These markups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc.

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

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Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

8.5 RETAINAGE

8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.

8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

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

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

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

9.2 PARTIAL PAYMENTS

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

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

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

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

NOT FOR BIDDING PURPOSES

9.3 SUBSTANTIAL COMPLETION

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

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

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

9.4 FINAL PAYMENT

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

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

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

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

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

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

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10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

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

10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.

11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.

11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.

11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, 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.

NOT FOR BIDDING PURPOSES

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		
	$1,000,000	for each occurrence
	$3,000,000	aggregate
Property Damage	$1,000,000	for each occurrence
	$3,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury		
	$1,000,000	for each occurrence
	$3,000,000	aggregate
Property Damage	$1,000,000	for each occurrence
	$3,000,000	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

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of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.

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

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

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.

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13.4 ARCHAEOLOGICAL EVIDENCE

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

13.5 GLASS REPLACEMENT AND CLEANING

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

13.6 WARRANTY

13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than 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 OR SUSPENSION OF THE 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: DEMA/TMC Building - UPS Redundancy Upgrade.

B. Owner's Name: State of Delaware OMB - Division of Facilities Management

C. The intent of this project is to replace the existing UPS systems located in the DEMA/TMC building complex with two new UPS systems, one for each agency wing. The new systems will be sized such that each will be able to accommodate both agencies' UPS loads. The systems will be cross- connected via fast-acting static transfer switches in order to provide the building complex with "2n" redundancy.

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. Electrical Power and Lighting: Restore existing system and equipment to operational condition.

1.04 OWNER OCCUPANCY

A. State of Delaware OMB - Division of Facilities Management intends to continue to occupy adjacent portions of the existing building during the entire construction period.

B. State of Delaware OMB - Division of Facilities Management intends to occupy the Project upon Substantial Completion.

C. Cooperate with State of Delaware OMB - Division of Facilities Management to minimize conflict and to facilitate continuation of normal State of Delaware OMB - Division of Facilities Management's operations.

D. Schedule the Work to accommodate State of Delaware OMB - Division of Facilities Management occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

A. Provide access to and from site as required by law and by State of Delaware OMB - Division of Facilities Management:
   1. Emergency Building Exits During Construction: Keep all exits required by code clear and open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.

B. Utility Outages and Shutdown:
   1. Limit disruption of utility services to hours the building is unoccupied.
   2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to State of Delaware OMB - Division of Facilities Management and authorities having jurisdiction.
   3. Prevent accidental disruption of utility services to other facilities.

1.06 PROJECT WORK HOURS

A. Contractor work hours on this project shall be from 8:00 a.m. to 4:30 p.m. Monday through Friday unless otherwise noted. Contractors to coordinate work schedule with State Holidays. Contractor shall not work on site during State holidays unless otherwise noted by the Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

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

B. Change procedures.

1.02 SCHEDULE OF VALUES

A. Forms to be used: AIA G703.

B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to DEDC, LLC for approval.

C. Forms shall be typed. Forms filled out by hand will not be accepted.

D. Submit Schedule of Values in duplicate within 5 days after date of Pre-Construction Meeting.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement.

B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to DEDC, LLC for approval.

C. Forms shall be typed. Forms filled out by hand will not be accepted.

D. Execute certification by signature of authorized officer.

E. Submit one electronic and three hard-copies of each Application for Payment.

F. 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 OMB - Division of Facilities Management instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
   1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
   2. Promptly execute the change.

C. For changes for which advance pricing is desired, DEDC, LLC will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 10 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 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 $10,000 as part of the base bid 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 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.

NOT FOR BIDDING PURPOSES

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

NOT FOR BIDDING PURPOSES

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. Where submittals are indicated for review by both DEDC, LLC and the Commissioning Authority, submit one extra and route to DEDC, LLC first, for forwarding to the Commissioning Authority.
   2. Where submittals are not indicated to be reviewed by DEDC, LLC, submit directly to the Commissioning Authority; otherwise, the procedures specified in this section apply to commissioning submittals.

1.03 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 Section 01 10 00 - Summary.
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.

NOT FOR BIDDING PURPOSES

5. Manufacturer's instructions and field reports.
6. Applications for payment and change order requests.
7. Progress schedules.
8. Coordination drawings.
9. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

A. State of Delaware OMB - Division of Facilities Management will schedule a meeting after Notice of Award.

B. Attendance Required:
1. State of Delaware OMB - Division of Facilities Management.
2. DEDC, LLC.
3. Contractor.
4. Major subcontractors.

C. Agenda:
1. Execution of State of Delaware OMB - Division of Facilities Management-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 OMB - Division of Facilities Management.
3. DEDC, LLC.
4. Contractor's superintendent.
5. Major subcontractors.

D. Contractor shall provide a 3-week look ahead schedule in writing at each meeting and be prepared to review with attendees.

E. Agenda:
1. Review minutes of previous meetings.
2. Review of work progress.
3. Field observations, problems, and decisions.
4. Identification of problems that impede, or will impede, planned progress.
5. Review of submittals schedule and status of submittals.
6. Maintenance of progress schedule.
7. Review contractor's 3 week look ahead schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Maintenance of quality and work standards.
11. Effect of proposed changes on progress schedule and coordination.
12. Other business relating to work.

NOT FOR BIDDING PURPOSES

3.03 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 32 16

A. If preliminary construction progress schedule requires revision after review, submit revised schedule within 10 days.

B. Within 20 days after review of preliminary construction progress schedule, submit draft of proposed final schedule for review.
   1. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.

C. Within 10 days after joint review, submit final schedule.

D. Submit updated schedule with each Application for Payment.

3.04 PROGRESS PHOTOGRAPHS

A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.

B. Photography Type: Digital; electronic files.

C. Provide photographs of 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.

NOT FOR BIDDING PURPOSES

3. Test reports.
4. Inspection reports.
5. Manufacturer's instructions.
6. Manufacturer's field reports.
7. Other types indicated.

B. Submit for DEDC, LLC's knowledge as contract administrator or for State of Delaware OMB - Division of Facilities Management.

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 OMB - Division of Facilities Management's benefit during and after project completion.

3.09 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Review:
1. Small Size Sheets, Not Larger Than 8-1/2 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

NOT FOR BIDDING PURPOSES

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 Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2024.

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 OMB - Division of Facilities Management's information.

C. Test Reports: After each test/inspection, promptly submit two copies of report to DEDC, LLC and to Contractor.
   1. Include:
      a. Date issued.
      b. Project title and number.
      c. Name of inspector.
      d. Date and time of sampling or inspection.
      e. Identification of product and specifications section.
      f. Location in the Project.
      g. Type of test/inspection.
      h. Date of test/inspection.
      i. Results of test/inspection.
      j. 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 OMB - Division of Facilities Management will employ and pay for services of an independent testing agency to perform other specified testing.

B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

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 OMB - Division of Facilities Management's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

D. Re-testing required because of non-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.

NOT FOR BIDDING PURPOSES

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

NOT FOR BIDDING PURPOSES

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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 40 00 - Quality Requirements: Product quality monitoring.

D. 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 OMB - Division of Facilities Management; notify State of Delaware OMB - Division of Facilities Management promptly upon discovery; protect, remove, handle, and store as directed by State of Delaware OMB - Division of Facilities Management.

C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the State of Delaware OMB - Division of Facilities Management, or otherwise indicated as to remain the property of the State of Delaware OMB - Division of Facilities Management, become the property of the Contractor; remove from site.

D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

NOT FOR BIDDING PURPOSES

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.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

NOT FOR BIDDING PURPOSES

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 OMB - Division of Facilities Management personnel.

H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

I. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.

B. Section 01 30 00 - Administrative Requirements: Submittals procedures, Electronic document submittal service.

C. Section 01 74 19 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.

D. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

E. Section 01 79 00 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections

F. Section 01 91 13 - General Commissioning Requirements: Contractor's responsibilities in regard to commissioning.

G. Section 07 84 00 - Firestopping.

1.03 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.04 SUBMITTALS

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

B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   4. Visual qualities of sight exposed elements.
   5. Work of State of Delaware OMB - Division of Facilities Management or separate Contractor.
   6. Include in request:
      a. Identification of Project.
      b. Location and description of affected work.
      c. Necessity for cutting or alteration.

NOT FOR BIDDING PURPOSES

d. Description of proposed work and products to be used.
e. Effect on work of State of Delaware OMB - Division of Facilities Management or separate Contractor.
f. Written permission of affected separate Contractor.
g. Date and time work will be executed.

C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 PROJECT CONDITIONS

A. Use of explosives is not permitted.

B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
1. Provide dust-proof barriers between construction areas and areas continuing to be occupied.

D. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
1. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
2. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am.

E. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.

1.06 COORDINATION

A. See Section 01 10 00 for occupancy-related requirements.

B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

C. Notify affected utility companies and comply with their requirements.

D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

G. Coordinate completion and clean-up of work of separate sections.

H. After State of Delaware OMB - Division of Facilities Management occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of State of Delaware OMB - Division of Facilities Management's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

NOT FOR BIDDING PURPOSES

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.

B. Require attendance of parties directly affecting, or affected by, work of the specific section.

C. Notify DEDC, LLC four days in advance of meeting date.

D. Prepare agenda and preside at meeting:
   1. Review conditions of examination, preparation and installation procedures.
   2. Review coordination with related work.

E. Record minutes and distribute copies within two days after meeting to participants, with two copies to DEDC, LLC, State of Delaware OMB - Division of Facilities Management, participants, and those affected by decisions made.

3.04 GENERAL INSTALLATION REQUIREMENTS

A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
   1. Verify that construction and utility arrangements are as indicated.

NOT FOR BIDDING PURPOSES

2. Report discrepancies to DEDC, LLC before disturbing existing installation.
3. Beginning of alterations work constitutes acceptance of existing conditions.

B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.

C. Remove existing work as indicated and as required to accomplish new work.
1. Remove items indicated on drawings.
2. Relocate items indicated on drawings.
3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

D. Services (Including but not limited to HVAC, Plumbing, 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.

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2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

I. Clean existing systems and equipment.

J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

K. Do not begin new construction in alterations areas before demolition is complete.

L. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. See Alterations article above for additional requirements.

C. Perform whatever cutting and patching is necessary to:
1. Complete the work.
2. Fit products together to integrate with other work.
3. Provide openings for penetration of mechanical, electrical, and other services.
4. Match work that has been cut to adjacent work.
5. Repair areas adjacent to cuts to required condition.
6. Repair new work damaged by subsequent work.
7. Remove samples of installed work for testing when requested.
8. Remove and replace defective and non-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 OMB - Division of Facilities Management-occupied areas.

G. Notify DEDC, LLC when work is considered finally complete and ready for DEDC, LLC's Substantial Completion final inspection.

H. Complete items of work determined by DEDC, LLC listed in executed Certificate of Substantial Completion.

3.14 MAINTENANCE

A. 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 OMB - Division of Facilities Management.

END OF SECTION

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SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 – GENERAL

1.01 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 the
      a. materials 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.

H. Universal waste components (UWC) are as follows: electric motors, PCB ballasts, non PCB ballasts, capacitors, contactors, circuit breakers, elemental and liquid mercury containing articles, transformers, lead acid batteries, fluorescent light bulbs, and all HID light bulbs.

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

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

1.05 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.

D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.
   1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.
      a. Owner
      b. Architect
      c. Contractor's superintendent
      d. Major subcontractors
      e. Waste Management Coordinator
      f. Other concerned parties.
   2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:
      a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
      b. Review requirements for documenting quantities of each type of waste and its disposition.
      c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
      d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
      e. Review waste management requirements for each trade.
   3. Minutes: Record discussion. Distribute meeting minutes to all participants.
      a. Note: If there is a Project Architect, they will perform this role.

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1.06 WASTE MANAGEMENT PLAN – CONTACTOR SHALL DEVELOP AND DOCUMENT THE FOLLOWING:

A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.

B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.

C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should included the following information:
   1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
   2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
      a. Contracting with a deconstruction specialist to salvage materials generated,
      b. Selective salvage as part of demolition contractor's work,
      c. Reuse of materials on-site or sale or donation to a third party.
   3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
      a. Requiring subcontractors to take their CDL waste to a recycling facility;
      b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
      c. Processing and reusing materials on-site;
      d. Self-hauling to a recycling or material recovery facility.
   4. Name of recycling or material recovery facility receiving the CDL wastes.
   5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.

D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
   1. Total quantity of waste.
   2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
   3. Total cost of disposal (with no waste management).
   4. Revenue from salvaged materials.
   5. Revenue from recycled materials.
   6. Savings in hauling and tipping fees by donating materials.
   7. Savings in hauling and tipping fees that are avoided.
   8. Handling and transportation costs. Including cost of collection containers for each type of waste.
   9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 CONSTRUCTION WASTE MANAGEMENT, GENERAL

A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.

B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.

C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.

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D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.

E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.

F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

3.02 SOURCE SEPARATION

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

B. 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.

3.05 UNIVERSAL WASTE DIVERSION

A. Remove all universal waste from fixtures, panels, and related devices for proper diversion and reclamation.

B. Store all universal waste in containers provided by contact person within facilities operations.

C. Store all universal waste in a secured location and request periodic removal from assigned
   1. contact person.

D. Exemption: Electric motors, circuit breakers, transformers and lighting contactors are exempt from this provision provided the Contractor chooses to salvage or reuse the components.

E. No identified universal waste will be discarded into the waste stream.

PERCENTAGE OF WASTE DIVERTED	**(TOTAL WASTE DIVIDED BY TOTAL DIVERTED)**

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 01 78 00
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project record documents.

B. Operation and maintenance data.

C. Closeout Document Checklist

D. 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 OMB - Division of Facilities Management, submit completed documents within ten days after acceptance.
   3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with DEDC, LLC comments. Revise content of all document sets as required prior to final submission.
   4. Submit two sets of revised final documents in a 3-ring binder in final form within 10 days after final inspection.

D. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with State of Delaware OMB - Division of Facilities Management's permission, submit documents within 10 days after acceptance.
   2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the

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beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Addenda.
   3. Change Orders and other modifications to the Contract.
   4. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by State of Delaware OMB - Division of Facilities Management.

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.

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I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

J. Provide control diagrams by controls manufacturer as installed.

K. 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 OMB - Division of Facilities Management's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of DEDC, LLC, Consultants, 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 CLOSEOUT DOCUMENT CHECKLIST

A. Form G704 Substantial Completion

B. Form G706 Affidavit of Payment of Debts and Claims

C. Form 706A Release of Liens Contractor / Subcontractor

D. Form 707 Consent of Surety Company

E. Final Payment App

F. Meeting Minutes

G. General Correspondence

H. Certificate of Occupancy

I. Environmental Certificates

J. Warranties (Letter of Guarantee and Warranty Info)

K. O&M Manuals

L. Hard Copies of As-Built Drawings

M. 2 sets of drawing discs with updated CAD files. Gold foil, archival grade disks

N. Test & Balancing Reports

O. Field Reports/Inspection Reports

P. Pest Control Final Inspection Report & Warranty (Slabs over 400SF)

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Q. Affidavit of Discharge of State Tax Liability

R. Copy of completed final punch list signed off on by Owner’s Representative

S. Punch list Closeout Letter.

3.06 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with State of Delaware OMB - Division of Facilities Management's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

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SECTION 01 79 00
DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.01 SUMMARY

A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.

B. Training of State of Delaware OMB - Division of Facilities Management personnel in operation and maintenance is required for:
   1. All software-operated systems.
   2. HVAC systems and equipment.
   3. Plumbing equipment.
   4. Electrical systems and equipment.
   5. Items specified in individual product Sections.

C. Training of State of Delaware OMB - Division of Facilities Management personnel in care, cleaning, maintenance, and repair is required for:
   1. Items specified in individual product Sections.

1.02 RELATED REQUIREMENTS

A. Section 01 78 00 - Closeout Submittals: Operation and maintenance manuals.

B. Section 01 91 13 - General Commissioning Requirements: Additional requirements applicable to demonstration and training.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures; except:
   1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority.
   2. Submit one copy to the Commissioning Authority, not to be returned.
   3. Make commissioning submittals on time schedule specified by Commissioning Authority.
   4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of overall Training Plan; submit in editable electronic format, Microsoft Word 2003 preferred.

B. Draft Training Plans: State of Delaware OMB - Division of Facilities Management will designate personnel to be trained, tailor training to needs and skill-level of attendees.
   1. Submit to DEDC, LLC for transmittal to State of Delaware OMB - Division of Facilities Management.
   2. Submit to Commissioning Authority for review and inclusion in overall training plan.
   3. Submit not less than four weeks prior to start of training.
   4. Revise and resubmit until acceptable.
   5. Provide an overall schedule showing all training sessions.
   6. Include at least the following for each training session:
      a. Identification, date, time, and duration.
      b. Description of products and/or systems to be covered.
      c. Name of firm and person conducting training; include qualifications.
      d. Intended audience, such as job description.
      e. Objectives of training and suggested methods of ensuring adequate training.
      f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
      g. Media to be used, such a slides, hand-outs, etc.
      h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.

C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.

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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 OMB - Division of Facilities Management's subsequent use.
1. Format: DVD Disc.
2. Label each disc and container with session identification and date.

1.04 QUALITY ASSURANCE

A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 DEMONSTRATION - GENERAL

A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by State of Delaware OMB - Division of Facilities Management.

B. Demonstrations conducted during Functional Testing need not be repeated unless State of Delaware OMB - Division of Facilities Management personnel training is specified.

C. Demonstration may be combined with State of Delaware OMB - Division of Facilities Management personnel training if applicable.

D. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
1. Perform demonstrations not less than two weeks prior to Substantial Completion.
2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

E. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.02 TRAINING - GENERAL

A. Commissioning Authority will prepare the Training Plan based on draft plans submitted.

B. Conduct training on-site unless otherwise indicated.

C. State of Delaware OMB - Division of Facilities Management will provide classroom and seating at no cost to Contractor.

D. Do not start training until Functional Testing is complete, unless otherwise specified or approved by the Commissioning Authority.

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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 OMB - Division of Facilities Management's personnel to be trained; re-schedule training sessions as required by State of Delaware OMB - Division of Facilities Management; once schedule has been approved by State of Delaware OMB - Division of Facilities Management failure to conduct sessions according to schedule will be cause for State of Delaware OMB - Division of Facilities Management to charge Contractor for personnel "show-up" time.

H. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
   1. The location of the O&M manuals and procedures for use and preservation; backup copies.
   2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
   3. Typical uses of the O&M manuals.

I. Product- and System-Specific Training:
   1. Review the applicable O&M manuals.
   2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
   3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
   4. Provide hands-on training on all operational modes possible and preventive maintenance.
   5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
   6. Discuss common troubleshooting problems and solutions.
   7. Discuss any peculiarities of equipment installation or operation.
   8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
   9. Review recommended tools and spare parts inventory suggestions of manufacturers.
   10. Review spare parts and tools required to be furnished by Contractor.
   11. Review spare parts suppliers and sources and procurement procedures.

J. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

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

B. The Commissioning Authority is the State of Delaware OMB - Division of Facilities Management

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 OMB - Division of Facilities Management personnel training.

D. Section 23 08 00 - Commissioning of HVAC: HVAC control system testing; other requirements.

E. Section 23 09 59 - BAS System Commissioning

1.04 SUBMITTALS

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

B. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority, unless they require review by DEDC, LLC; in that case, submit to DEDC, LLC first.

C. 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:
   1. Manufacturer's product data, cut sheets, and shop drawings.

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2. Manufacturer's installation instructions.
3. Startup, operating, and troubleshooting procedures.
4. Fan and pump curves.
5. Factory test reports.
6. Warranty information, including details of State of Delaware OMB - Division of Facilities Management's responsibilities in regard to keeping warranties in force.

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 OMB - Division of Facilities Management.

B. Calibration Tolerances: Provide testing equipment of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified. If not otherwise noted, the following minimum requirements apply:
1. Temperature Sensors and Digital Thermometers: Certified calibration within past year to accuracy of 0.5 degree F and resolution of plus/minus 0.1 degree F.
2. Pressure Sensors: Accuracy of plus/minus 2.0 percent of the value range being measured (not full range of meter), calibrated within the last year.
3. Calibration: According to the manufacturer’s recommended intervals and when dropped or damaged; affix calibration tags or keep certificates readily available for inspection.

C. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to State of Delaware OMB - Division of Facilities Management; such equipment, tools, and instruments are to become the property of State of Delaware OMB - Division of Facilities Management.

PART 3 EXECUTION

3.01 STARTUP PLANS AND REPORTS

A. Startup Plans: For each item of equipment and system for which the manufacturer provides a startup plan, submit the plan not less than 2 weeks prior to startup.

B. Startup Reports: For each item of equipment and system for which the manufacturer provides a startup checklist (or startup plan or field checkout sheet), document compliance by submitting the completed startup checklist prior to startup, signed and dated by responsible entity.

C. Submit directly to the Commissioning Authority and DEDC,LLC.

3.02 FUNCTIONAL TESTS

A. A Functional Test is required for each item of equipment, system, or other assembly specified to be commissioned, unless sampling of multiple identical or near-identical units is allowed by the final test procedures.

B. Commissioning Authority is responsible for witnessing results of Functional Tests.

C. Contractor is responsible for correction of deficiencies and re-testing at no extra cost to State of Delaware OMB - Division of Facilities Management; if a deficiency is not corrected and re-tested immediately, the Commissioning Authority will document the deficiency and the Contractor's stated intentions regarding correction.
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 OMB - Division of Facilities Management 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 OMB - Division of Facilities Management.

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SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Concrete formwork.

B. Concrete reinforcement.

C. Joint devices associated with concrete work.

D. Miscellaneous concrete elements, including equipment pads.

E. Concrete curing.

1.02 REFERENCE STANDARDS

A. ACI CODE-318 - Building Code Requirements for Structural Concrete and Commentary; 2019 (Reapproved 2022).

B. ACI PRC-211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide; 2022.

C. ACI PRC-304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).

D. ACI PRC-305 - Guide to Hot Weather Concreting; 2020.

E. ACI PRC-306 - Guide to Cold Weather Concreting; 2016.

F. ACI PRC-308 - Guide to External Curing of Concrete; 2016.

G. ACI PRC-347 - Guide to Formwork for Concrete; 2014 (Reapproved 2021).

H. ACI SPEC-117 - Specification for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).

I. ACI SPEC-301 - Specifications for Concrete Construction; 2020.

J. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.

K. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2023.

L. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2023.

M. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete; 2020.

N. ASTM C150/C150M - Standard Specification for Portland Cement; 2022.

O. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete; 2020.

P. ASTM C618 - Standard Specification for Coal Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2023, with Editorial Revision.

Q. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2017.

R. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete; 2020a.

S. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures; 2020.

T. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete; 2022.

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.

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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 SPEC-301 and ACI CODE-318.
   1. Maintain one copy of each document on site.

B. Follow recommendations of ACI PRC-305 when concreting during hot weather.

C. Follow recommendations of ACI PRC-306 when concreting during cold weather.

1.05 WARRANTY

A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.

PART 2 PRODUCTS

2.01 FORMWORK

A. Formwork Design and Construction: Comply with guidelines of ACI PRC-347 to provide formwork that will produce concrete complying with tolerances of ACI SPEC-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 Facing for Exposed Finish Concrete: Contractor's choice of materials that will provide smooth, stain-free final appearance.
   2. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.
   3. 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).
   1. Type: Deformed billet-steel bars.

B. Reinforcement Accessories:
   1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch.
   2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.

2.03 CONCRETE MATERIALS

A. Cement: ASTM C150/C150M, Type I - Normal Portland type. Provide _____ manufactured by _____.
   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 PRC-211.1.

F. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

2.04 ACCESSORY MATERIALS

A. Moisture-Retaining Cover: ASTM C171; regular curing paper, white curing paper, clear polyethylene, or white polyethylene.

2.05 BONDING AND JOINTING PRODUCTS

A. Epoxy Bonding System:
   1. Complying with ASTM C881/C881M and of Type required for specific application.

2.06 CONCRETE MIX DESIGN

A. Proportioning Normal Weight Concrete: Comply with ACI PRC-211.1 recommendations.

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B. Concrete Strength: Establish required average strength for concrete on the basis of field experience or trial mixtures, as specified in ACI SPEC-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 C39/C39M 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.

2.07 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.

3.02 PREPARATION

A. Formwork: Comply with requirements of ACI SPEC-301. Design and fabricate forms to support all applied loads until concrete is cured and for easy removal without damage to concrete.

B. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in according to bonding agent manufacturer's instructions.
   1. Use epoxy bonding system for bonding to damp surfaces, for structural load-bearing applications, and where curing under humid conditions is required.

3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

A. Comply with requirements of ACI SPEC-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.

B. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with concrete placement.

3.04 PLACING CONCRETE

A. Place concrete in accordance with ACI PRC-304.

B. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

C. Ensure reinforcement, inserts, and embedded parts will not be disturbed during concrete placement.

3.05 CONCRETE FINISHING

A. Repair surface defects, including tie holes, immediately after removing formwork.

B. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/4 inch or more in height. Provide finish as follows:

3.06 CURING AND PROTECTION

A. Comply with requirements of ACI PRC-308. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

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B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
   1. Normal concrete: Not less than seven days.

C. Formed Surfaces: Cure by moist curing with forms in place for full curing period.

D. 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.
      a. Ponding: Maintain 100 percent coverage of water over floor slab areas, continuously for 4 days.
      b. Spraying: Spray water over floor slab areas and maintain wet.
      c. Saturated Burlap: Saturate burlap-polyethylene and place burlap-side down over floor slab areas, lapping ends and sides; maintain in place.
   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, as specified in Section 01 40 00 - Quality Requirements.

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. Interior Housekeeping Pads: 4,000 PSI 28 day concrete, form finish with honeycomb filled side surfaces, hard troweld finish top surface.

END OF SECTION

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SECTION 07 84 00
FIRESTOPPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Firestopping systems.

B. Firestopping of joints and penetrations in fire-resistance-rated and smoke-resistant assemblies, whether indicated on drawings or not, and other openings indicated.

1.02 RELATED REQUIREMENTS

A. Section 01 70 00 - Execution and Closeout Requirements: Cutting and patching.

1.03 REFERENCE STANDARDS

A. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials; 2022.

B. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems; 2023a.

C. ITS (DIR) - Directory of Listed Products; Current Edition.

D. FM 4991 - Approval Standard of Firestop Contractors; 2013.

E. FM (AG) - FM Approval Guide; Current Edition.

F. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).

G. UL 1479 - Standard for Fire Tests of Penetration Firestops; Current Edition, Including All Revisions.

H. UL (FRD) - Fire Resistance Directory; Current Edition.

1.04 SUBMITTALS

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

B. Schedule of Firestopping: List each type of penetration, fire rating of the penetrated assembly, and firestopping test or design number.

C. Product Data: Provide data on product characteristics, performance ratings, and limitations.

D. Manufacturer's qualification statement.

E. Installer's qualification statement.

1.05 QUALITY ASSURANCE

A. Fire Testing: Provide firestopping assemblies of designs that provide the scheduled fire ratings when tested in accordance with methods indicated.
   1. Listing in 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).

1.06 FIELD CONDITIONS

A. Comply with firestopping manufacturer's recommendations for temperature and conditions during and after installation; maintain minimum temperature before, during, and for three days

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after installation of materials.

B. Provide ventilation in areas where solvent-cured materials are being installed.

PART 2 PRODUCTS

2.01 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 penetrated assembly and minimum T Rating Equal to F Rating and in compliance with other specified requirements.

2.02 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.

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b. 3M Fire Protection Products: www.3m.com/firestop.
c. Hilti, Inc: www.us.hilti.com.
d. Specified Technologies, Inc: www.stifirestop.com.
e. Substitutions: See Section 01 60 00 - Product Requirements.

G. Intumescent Putty: Compound that expands on exposure to surface heat gain; conforming to the following:
1. Potential Expansion: Minimum 1000 percent.
2. Durability and Longevity: Permanent.
3. Color: Black, dark gray, or red.
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 EXAMINATION

A. Verify openings are ready to receive the work of this section.

3.02 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.

3.03 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.

C. Install labeling required by code.

3.04 CLEANING

A. Clean adjacent surfaces of firestopping materials.

3.05 PROTECTION

A. Protect adjacent surfaces from damage by material installation.

END OF SECTION

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SECTION 23 05 17
SLEEVES AND SLEEVE SEALS FOR HVAC PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pipe sleeves.

B. Pipe-sleeve seals.

1.02 RELATED REQUIREMENTS

A. Section 23 05 53 - Identification for HVAC Piping and Equipment: Piping identification.

B. Section 23 07 19 - HVAC Piping Insulation.

1.03 REFERENCE STANDARDS

A. ASTM C592 - Standard Specification for Mineral Fiber Blanket Insulation and Blanket-Type Pipe Insulation (Metal-Mesh Covered) (Industrial Type); 2022a.

B. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems; 2023a.

C. FM (AG) - FM Approval Guide; Current Edition.

D. UL (DIR) - Online Certifications Directory; Current Edition.

1.04 SUBMITTALS

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

B. Shop Drawings: Indicate pipe materials used, jointing methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

1.06 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS

2.01 PIPE SLEEVES

A. Manufacturers:
   1. Flexicraft Industries: www.flexicraft.com/#sle.
   2. Ferguson; www.ferguson.com
   3. Fernco; www.fernco.com

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

C. Vertical Piping:
   1. Sleeve Length: 1 inch above finished floor.
   2. Provide sealant for watertight joint.
   3. Blocked Out Floor Openings: Provide 1-1/2 inch angle set in silicon adhesive around opening.
   4. Drilled Penetrations: Provide 1-1/2 inch angle ring or square set in silicone adhesive around penetration.

D. Sheet Metal: Pipe passing through interior walls, partitions, and floors, unless steel or brass sleeves are specified below.

E. Pipe Passing Through Below Grade Exterior Walls:
   1. Zinc coated or cast iron pipe.
   2. Provide watertight space with link rubber or modular seal between sleeve and pipe on both pipe ends.

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F. Clearances:
1. Provide allowance for insulated piping.
2. Wall, Floor, Partitions, and Beam Flanges: 1 inch greater than external pipe diameter.
3. All Rated Openings: Caulked tight with fire stopping material in compliance with ASTM E814 in accordance with Section 07 84 00 to prevent the spread of fire, smoke, and gases.

2.02 PIPE-SLEEVE SEALS

A. Manufacturers:
1. Advance Products & Systems, LLC; Innerlynx: www.apsonline.com/#sle.
2. American Polywater Corporation; PGKD Modular Seals: www.polywater-haufftechnik.com/#sle.
3. Flexicraft Industries; PipeSeal: www.flexicraft.com/#sle.
4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Modular Mechanical Sleeve-Seal:
1. Elastomer-based interlocking links continuously fill annular space between pipe and wall-sleeve, wall or casing opening.
2. Watertight seal between pipe and wall-sleeve, wall or casing opening.
3. Size and select seal component materials in accordance with service requirements.
4. Glass-reinforced plastic pressure end plates.

C. Sealing Compounds:
1. Provide packing and sealing compound to fill pipe to sleeve thickness.
2. Combined packing and seal compound is to match partition fire-resistance hourly rating.

D. Pipe Sleeve Material:
1. Bearing Walls: Steel, cast iron, or terra-cotta pipe.
2. Masonry Structures: Sheet metal or fiber.

E. Wall Sleeve: PVC material with waterstop collar, and nailer end-caps.

PART 3 EXECUTION

3.01 INSTALLATION

A. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.

B. Install piping to conserve building space, to not interfere with use of space and other work.

C. Install piping and pipe sleeves to allow for expansion and contraction without stressing pipe, joints, or connected equipment.

D. Inserts:
1. Provide inserts for placement in concrete formwork.

E. Structural Considerations:
1. Do not penetrate building structural members unless indicated.

F. Provide sleeves when penetrating floors, walls, and partitions. Seal pipe including sleeve penetrations to achieve fire resistance equivalent to fire separation required.
1. Underground Piping: Caulk pipe sleeve watertight with lead and oakum or mechanically expandable chloroprene inserts with bitumen sealed metal components.
2. Aboveground Piping:
a. Pack solid using mineral fiber in compliance with ASTM C592.
b. Fill space with an elastomer caulk to a depth of 0.50 inch where penetrations occur between conditioned and unconditioned spaces.
3. All Rated Openings: Caulk tight with fire stopping material in compliance with ASTM E814 in accordance with Section 07 84 00 to prevent the spread of fire, smoke, and gases.
4. Caulk exterior wall sleeves watertight with lead and oakum or mechanically expandable chloroprene inserts with mastic-sealed components.

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G. Manufactured Sleeve-Seal Systems:
   1. Install manufactured sleeve-seal systems in sleeves located in grade slabs and exterior concrete walls at piping entrances into building.
   2. Provide sealing elements of the size, quantity, and type required for the piping and sleeve inner diameter or penetration diameter.
   3. Locate piping in center of sleeve or penetration.
   4. Install field assembled sleeve-seal system components in annular space between sleeve and piping.
   5. Tighten bolting for a water-tight seal.
   6. Install in accordance with manufacturer's recommendations.

H. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.

3.02 CLEANING

A. Upon completion of work, clean all parts of the installation.

B. Clean equipment, pipes, valves, and fittings of grease, metal cuttings, and sludge that may have accumulated from the installation and testing of the system.

C. See Section 01 74 19 - Construction Waste Management and Disposal, for additional requirements.

END OF SECTION

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SECTION 23 05 29
HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Support and attachment components.

1.02 REFERENCE STANDARDS

A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.

B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.

C. ASTM A181/A181M - Standard Specification for Carbon Steel Forgings, for General-Purpose Piping; 2023.

D. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.

E. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings; 1999, with Editorial Revision (2022).

F. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2018.

G. ASTM A395/A395M - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures; 1999 (Reapproved 2022).

H. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.

I. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2023.

J. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.

K. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2023.

L. FM (AG) - FM Approval Guide; Current Edition.

M. MFMA-4 - Metal Framing Standards Publication; 2004.

N. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2018, with Amendment (2019).

O. UL (DIR) - Online Certifications Directory; Current Edition.

P. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

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1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
   2. Coordinate the work with other trades to provide additional framing and materials required for installation.
   3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
   4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
   5. Notify DEDC, LLC of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.04 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 channel (strut) framing systems, nonpenetrating rooftop supports, post-installed concrete and masonry anchors, and thermal insulated pipe supports.

1.05 QUALITY ASSURANCE

A. Comply with applicable building code.

1.06 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

A. General Requirements:
   1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of plumbing work.
   2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
   3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.
   4. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
      a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
      b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
      c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
      d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

B. Prefabricated Trapeze-Framed Metal Strut Systems:
   1. MFMA-4 compliant, pre-fabricated, MSS SP-58 type 59 continuous-slot metal strut channel with associated tracks, fittings, and related accessories.
   2. Strut Channel or Bracket Material:
   3. Accessories: Provide bracket covers, cable basket clips, cable tray clips, clamps, conduit clamps, fire-retarding brackets, j-hooks, protectors, and vibration dampeners.

C. Strut Channels:
   1. ASTM A653/A653M galvanized steel bracket with clamps for surface mounting of piping or plumbing equipment support.
   2. Channel or Bracket Kits: Include rods, brackets, end-fixed fittings, covers, clips, and other related hardware required to complete sectional trapeze section for piping or other support.

D. Hanger Rods:
   1. Threaded zinc-plated steel unless otherwise indicated.

E. Thermal Insulated Pipe Supports:
   1. General Requirements:
      a. Insulated pipe supports to be provided at hanger, support, and guide locations on pipe requiring insulation or additional support.
      b. Surface Burning Characteristics: Flame spread index/smoke developed index of 5/30, maximum, when tested in accordance with ASTM E84 or UL 723.

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c. Pipe supports to be provided for nominally sized, 1/2 to 30 inch iron pipes.
d. Insulation inserts to consist of rigid polyisocyanurate (urethane) insulation surrounded by a 360 degree, PVC jacketing.

2. PVC Jacket:
a. Pipe insulation protection shields to be provided with a ball bearing hinge and locking seam.
b. Moisture Vapor Transmission: 0.0071 perm inch, when tested in accordance with ASTM E96/E96M.
c. Thickness: 60 mil.

F. Pipe Supports:
1. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.
2. Liquid Temperatures Up To 122 degrees F:
a. Overhead Support: MSS SP-58 Types 1, 3 through 12.
b. Support From Below: MSS SP-58 Types 35 through 38.

G. Beam Clamps:
1. MSS SP-58 types 19 through 23, 25 or 27 through 30 based on required load.
2. Beam C-Clamp: MSS SP-58 type 23, malleable iron and steel with plain, stainless steel, and zinc finish.
3. Small or Junior Beam Clamp: MSS SP-58 type 19, malleable iron with plain finish. For inverted usage provide manufacturer listed size(s).
4. Wide Mouth Beam Clamp: MSS SP-58 type 19, malleable iron with plain finish.
5. Centerload Beam Clamp with Extension Piece: MSS SP-58 type 30, malleable iron with plain finish.
6. FM (AG) and UL (DIR) Approved Beam Clamp: MSS SP-58 type 19, plain finish,
7. Provide clamps with hardened steel cup-point set screws and lock-nuts for anchoring in place.
8. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.

H. Pipe Hangers:
1. Split Ring Hangers:
a. Provide hinged split ring and yoke roller hanger with epoxy copper or plain finish.
b. Material: ASTM A47/A47M malleable iron or ASTM A36/A36M carbon steel.
c. Provide hanger rod and nuts of the same type and material for a given pipe run.
d. Provide coated or plated hangers to isolate steel hangers from dissimilar metal tube or pipe.
2. Swivel Ring Hangers, Adjustable:
a. MSS SP-58 Type 10, epoxy-painted, zinc-colored.
b. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.
c. FM (AG) and UL (DIR) listed for specific pipe size runs and loads.
3. Clevis Hangers, Adjustable:
a. Standard-Duty: MSS SP-58 Type 1, zinc-colored, epoxy plated.

I. Nonpenetrating Rooftop Supports for Low-Slope Roofs:
1. Provide steel pedestals with thermoplastic or rubber base that rest on top of roofing membrane, not requiring any attachment to the roof structure and not penetrating the roofing assembly, with support fixtures as specified.
2. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
3. Attachment/Support Fixtures: As recommended by manufacturer, same type as indicated for equivalent indoor hangers and supports.

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4. Mounting Height: Provide minimum clearance of 6 inches under supported component to top of roofing.

J. Anchors and Fasteners:
1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Provide independent support from building structure. Do not provide support from piping, ductwork, conduit, or other systems.

C. Unless specifically indicated or approved by DEDC, LLC, do not provide support from suspended ceiling support system or ceiling grid.

D. Unless specifically indicated or approved by DEDC, LLC, do not provide support from roof deck.

E. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.

F. Provide thermal insulated pipe supports complete with hangers and accessories. Install thermal insulated pipe supports during the installation of the piping system.

G. Equipment Support and Attachment:
1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.

H. Secure fasteners according to manufacturer's recommended torque settings.

I. Remove temporary supports.

3.02 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.

END OF SECTION

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SECTION 23 07 19
HVAC PIPING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Piping insulation.

B. Jacketing and accessories.

C. Engineered wall outlet seals and refrigerant piping insulation protection.

1.02 RELATED REQUIREMENTS

A. Section 07 84 00 - Firestopping.

B. Section 23 23 00 - Refrigerant Piping: Placement of inserts.

1.03 REFERENCE STANDARDS

A. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.

B. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form; 2023.

C. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel; 2008 (Reapproved 2023).

D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.

E. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2023.

F. ASTM E283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2004 (Reapproved 2012).

G. ASTM E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference; 2000 (Reapproved 2023).

H. ASTM E2178 - Standard Test Method for Determining Air Leakage Rate and Calculation of Air Permeance of Building Materials; 2021a.

I. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.04 SUBMITTALS

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

B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

1.07 FIELD CONDITIONS

A. Maintain ambient conditions required by manufacturers of each product.

B. Maintain temperature before, during, and after installation for minimum of 24 hours.

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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, UL 723, ASTM E84, or UL 723.

2.02 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

A. Manufacturers:
   1. Aeroflex USA, Inc: www.aeroflexusa.com/#sle.
   2. Armacell LLC: www.armacell.us.
   3. K-Flex USA LLC: www.kflexusa.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 1; use molded tubular material wherever possible.
   1. Minimum Service Temperature: Minus 40 degrees F.
   2. Maximum Service Temperature: 180 degrees F.
   3. Connection: Waterproof vapor barrier adhesive.

C. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation.

D. Weather Barrier Coating: Air dried, contact adhesive, compatible with insulation and ASTM E84 compliant.

2.03 JACKETING AND ACCESSORIES

A. PVC Plastic.
   1. Manufacturers:
      a. Johns Manville Corporation: www.jm.com.
      b. Armacell LLC[<>]: www.armacell.us.
      c. K-Flex USA LLC[<>]: www.kflexusa.com.
      d. 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.

B. 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. Type: Factory-applied, self-adhesive jacketing.
   4. Finish: Smooth.
   5. Joining: Longitudinal slip joints and 2 inch laps.
   6. Fittings: 0.016 inch thick die-shaped fitting covers with factory-attached protective liner.
   7. Metal Jacket Bands: 3/8 inch wide; 0.010 inch thick stainless steel.

2.04 ENGINEERED WALL OUTLET SEALS AND PIPING INSULATION PROTECTION

A. Pipe Penetration Wall Seal: Seals HVAC piping wall penetrations with compression gasket wall mounted rigid plastic outlet cover.
   1. Wall Outlet Size, Stucco and Masonry Applications: 7-1/2 inch wide by 10 inch high.
      a. Elastomeric Sleeve Diameter: 1-11/16 inch.
   2. Outlet Cover Color: Gray.
   3. Water Penetration: Comply with ASTM E331.
   4. Air Leakage: Comply with ASTM E283.

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5. Air Permeance: Comply with ASTM E2178.

2.05 ACCESSORIES

A. General Requirements:
1. Furnish compatible materials which do not contribute to corrosion, soften, or otherwise attack surfaces to which applied, in either the wet or dry state.
2. Comply with ASTM C795 requirements for materials to be used on stainless steel surfaces.
3. Supply materials that are asbestos free.

PART 3 EXECUTION

3.01 EXAMINATION

A. Test piping for design pressure, liquid tightness, and continuity prior to applying insulation materials.

B. Verify that surfaces are clean and dry, with foreign material removed.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Exposed Piping: Locate insulation and cover seams in least visible locations.

C. Insulated Pipes Conveying Fluids Below Ambient Temperature:
1. Insulate entire system, including fittings, valves, unions, flanges, strainers, flexible connections, and expansion joints.

D. 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.

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.

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. Exterior Applications Above Grade: Provide vapor barrier jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor barrier cement. Cover with aluminum jacket with seams located on bottom side of horizontal piping. Provide two coats of UV resistant finish for flexible elastomeric cellular insulation without jacketing.

3.03 SCHEDULE

A. Cooling Systems:
1. Condensate Drains from Cooling Coils: 1/2" Flexible Elastomeric Celluar Insulation
2. Refrigerant Suction: 1 1/2" Flexible Elastomer
3. Refrigerant Hot Gas: 1 1/2" Flexible Elastomer

B. Other Systems:
1. Piping Exposed to ambient conditions: As scheudled with aluminum jacketing

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SECTION 23 09 50
BUILDING AUTOMATION SYSTEM (BAS) GENERAL

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. General Requirements
B. Description of Work
C. Quality Assurance
D. System Architecture
E. Distributed Processing Units/Quantity and Location
F. Demolition and Reuse of Existing Materials and Equipment
G. Sequence of Work

1.02 RELATED DOCUMENTS

A. Section 23 09 69 - Variable Frequency Controllers
B. Section 23 09 51 - Building Automation System (BAS) Basic Materials, Interface Devices, and Sensors
C. Section 23 09 53 - BAS Field Panels
D. Section 23 09 54 - BAS Communication Devices
E. Section 23 09 55 - BAS Software and Programming
F. Section 23 09 59 - BAS Commissioning

1.03 DESCRIPTION OF WORK

A. The building automation system (BAS) defined in this specification shall interface with State of Delaware OMB - Division of Facilities Management Network, and shall utilize the BACnet communication requirements as defined by ASHRAE/ANSI 135 (current version and addendum) for all communication.
B. The systems to be controlled under work of this section basically comprise new HVAC systems. The HVAC systems being controlled are other devices. This Section defines the manner and method by which these controls function.

1.04 APPLICATION OF OPEN PROTOCOLS

A. Subject to the detailed requirements provided throughout the specifications, the BAS and digital control and communications components installed, as work of this contract shall be an integrated distributed processing system utilizing BACnet. System components shall communicate using true BacNET in accordance with ASHRAE Standard 135 and current addenda and annexes, including all workstations, all building controllers, and all application specific controllers. Gateways to other communication protocols are not acceptable

1.05 QUALITY ASSURANCE

A. Product Line Demonstrated History: The product line being proposed for the project must have an installed history of demonstrated satisfactory operation for a length of 2 years since date of final completion in at least 10 installations of comparative size and complexity. Submittals shall document this requirement with references.
B. The following requirement relates to the actual installing contractor.
C. Installer's Qualifications: Firms specializing and experienced in control system installations for not less than 5 years. Firms with experience in BAS installation projects with point counts equal to this project and systems of the same character as this project. If installer is a Value Added Reseller (VAR) of a manufacturer's product, installer must demonstrate at least three years prior experience with that manufacturer's products. Experience starts with awarded Final Completion of previous projects. Submittals must document this experience with references.

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D. Installer's Experience with Proposed Product Line: Firms shall have specialized in and be experienced with the installation of the proposed product line for not less than one year from date of final completion on at least 3 projects of similar size and complexity. Submittals shall document this experience with references.

E. Installer's Field Coordinator and Sequence Programmer Qualifications: Individual(s) shall specialize in and be experienced with control system installation for not less than 5 years. Proposed field coordinator shall have experience with the installation of the proposed product line for not less than 2 projects of similar size and complexity. Installer shall submit the names of the proposed individual and at least one alternate for each duty. Submittals shall document this experience with references. The proposed individuals must show proof of the following training:
   1. Product Line Training: Individuals overseeing the installation and configuration of the proposed product line must provide evidence of the most advanced training offered by the Manufacturer on that product line for installation and configuration
   2. Programming Training: Individuals involved with programming the site-specific sequences shall provide evidence of the most advanced programming training offered by the vendor of the programming application offered by the Manufacturer.

F. Installer's Service Qualifications: The installer must be experienced in control system operation, maintenance and service. Installer must document a minimum 5 year history of servicing installations of similar size and complexity. Installer must also document at least a one year history of servicing the proposed product line.

G. Installer's Response Time and Proximity
   1. Installer must maintain a fully capable service facility within a 45 mile radius of the project site. Service facility shall manage the emergency service dispatches and maintain the inventory of spare parts.
   2. Emergency response times are listed below in this section. Installer must demonstrate the ability to meet the response times.

1.06 CODES AND STANDARDS

A. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
   1. ASHRAE 135: BACnet - A Data Communication Protocol for Building Automation and Control Networks. American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. current edition including all related addenda shall apply.

B. Electronics Industries Alliance
   1. EIA-709.1-A-99: Control Network Protocol Specification
   2. EIA-709.3-99: Free-Topology Twisted-Pair Channel Specification
   3. EIA-232: Interface between Data Terminal Equipment and Data Circuit-Terminating Equipment Employing Serial Binary Data Interchange.
   4. EIA-458: Standard Optical Fiber Material Classes and Preferred Sizes
   5. EIA-485: Standard for Electrical Characteristics of Generator and Receivers for use in Balanced Digital Multipoint Systems.
   6. EIA-472: General and Sectional Specifications for Fiber Optic Cable
   7. EIA-475: Generic and Sectional Specifications for Fiber Optic Connectors and all Sectional Specifications
   8. EIA-573: Generic and Sectional Specifications for Field Portable Polishing Device for Preparation Optical Fiber and all Sectional Specifications
   9. EIA-590: Standard for Physical Location and Protection of Below-Ground Fiber Optic Cable Plant and all Sectional Specifications

C. Underwriters Laboratories
   1. UL 916: Energy Management Systems.
   2. The following rating is required only for devices used for smoke control purposes. If these are not intended, delete.
   3. UUKL 864: UL Supervised Smoke Control

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D. NEMA Compliance
   1. NEMA 250: Enclosure for Electrical Equipment
   2. NEMA ICS 1: General Standards for Industrial Controls.

E. NFPA Compliance
   1. NFPA 90A "Standard for the Installation of Air Conditioning and Ventilating Systems" where applicable to controls and control sequences.
   2. NFPA 70 National Electrical Code (NEC)

F. Institute of Electrical and Electronics Engineers (IEEE)
   1. IEEE 142: Recommended Practice for Grounding of Industrial and Commercial Power Systems
   2. IEEE 802.3: CSMA/CD (Ethernet - Based) LAN
   3. IEEE 802.4: Token Bus Working Group (ARCNET - Based) LAN

1.07 DEFINITIONS

A. Advanced Application Controller (AAC): A device with limited resources relative to the Building Controller (BC). It may support a level of programming and may also be intended for application specific applications.

B. Application Protocol Data Unit (APDU): A unit of data specified in an application protocol and consisting of application protocol control information and possible application user data (ISO 9545).

C. Application Specific Controller (ASC): A device with limited resources relative to the Advanced Application Controller (AAC). It may support a level of programming and may also be intended for application-specific applications.

D. BACnet/BACnet Standard: BACnet communication requirements as defined by ASHRAE/ANSI 135 (Current edition and addendum).

E. BACnet Interoperability Building Blocks (BIBB): A BIBB defines a small portion of BACnet functionality that is needed to perform a particular task. BIBBS are combined to build the BACnet functional requirements for a device in a specification.

F. Binding: In the general sense, binding refers to the associations or mappings of the sources network variable and their intended opr required destinations.

G. Building Automation System (BAS): The entire integrated management and control system

H. Building Controller (BC): A fully programmable device capable of carrying out a number of tasks including control and monitoring via direct digital control (DDC) of specific systems, acting as a communications router between the controlled devices / equipment and the CSS, and temporary data storage for trend information, time schedules, and alarm data.

I. Change of Value (COV): An event that occurs when a measured or calculated analog value changes by a predefined amount (ASHRAE/ANSI 135 (current version and addendum)).

J. Client: A device that is the requestor of services from a server. A client device makes requests of and receives responses from a server device.

K. Continuous Monitoring: A sampling and recording of a variable based on time or change of state (e.g. trending an analog value, monitoring a binary change of state).

L. Controller or Control Unit (CU): Intelligent stand-alone control device. Controller is a generic reference and shall include BCs, AACs, and ASCs as appropriate.

M. Control Systems Server (CSS): A server class computer(s) that maintains the systems configuration and programming database. This server is located at the State of Delaware's data center in a virtual environment and serves as an access point to BAS.

N. Controlling LAN: High speed, peer-to-peer controller LAN connecting BCs, AACs and ASCs. Refer to System Architecture below.

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O. Direct Digital Control (DDC): Microprocessor-based control including Analog/Digital conversion and program logic

P. Functional Profile: A collection of variables required to define a the key parameters for a standard application. As this applies to the HVAC industry, this would include applications like VAV terminal, fan coil units, and the like.

Q. Gateway (GTWY): A device, which contains two or more dissimilar networks/protocols, permitting information exchange between them.

R. Hand Held Device (HHD): Manufacturer's microprocessor based device for direct connection to a Controller.

S. LAN Interface Device (LANID): Device or function used to facilitate communication and sharing of data throughout the BAS

T. Local Area Network (LAN): General term for a network segment within the architecture. Various types and functions of LANs are defined herein.

U. Local Supervisory LAN: Also known as the State's Network: Ethernet-based network connecting Primary Controlling LANs with each other and OWSs and CSSs. See System Architecture below.

V. Master-Slave/Token Passing (MS/TP): Data link protocol as defined by the BACnet standard.

W. Open Database Connectivity (ODBC): An open standard application-programming interface (API) for accessing a database developed. ODBC compliant systems make it possible to access any data from any application, regardless of which database management system (DBMS) is handling the data.

X. Operator Interface (OI): A device used by the operator to manage the BAS including OWSs, POTs, and HHDs.

Y. Operator Workstation (OWS): The user's interface with the BAS system. As the BAS network devices are stand-alone, dedicated OWS is not required for communications to occur. The OWS can be any computer on the State's Network that has a compatible Web browser.

Z. Point-to-Point (PTP): Serial communication as defined in the BACnet standard.

AA. Portable Operators Terminal (POT): Mobile computer used both for direct connection to a controller as well as network connection.

BB. Protocol Implementation Conformance Statement (PICS): A written document, created by the manufacturer of a device, which identifies the particular options specified by BACnet that are implemented in the device (ASHRAE/ANSI 135 (current version and addendum)).

CC. Router: A device that connects two or more networks at the network layer.

DD. Secondary Controlling LAN: LAN connecting AACs and ASCs, generally lower speed and less reliable than the Controlling LAN. Refer to System Architecture below.

EE. Server: A device that is a provider of services to a client. A client device makes requests of and receives responses from a server device.

FF. Standardized Query Language (SQL): A database computer language designed for managing data in relational database management system (RDBMS). Its scope includes data insert, query, update and delete, schema creation and modification, and data access control.

GG. Smart Device: A control I/O device such as a sensor or actuator that can directly communicate with a controller through the network. This differs from an ASC in that it typically deals only with one variable.

HH. Extensible Markup Language (XML): A specification developed by the World Wide Web Consortium. XML is a pared-down version of SGML, designed especially for Web documents. It is a set of rules for encoding documents in machine-readable form that allows designers to create their own customized tags, enabling the definition, transmission, validation, and interpretation of data between applications and between organizations.

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1.08 FUNCTIONAL INTENT

A. Throughout Sections 23 09 50 through 23 09 55, the Sequences of Operation, and Section 23 09 59 detailed requirements are specified, some of which indicate a means, method or configuration acceptable to meet that requirement. Contractor may submit products that utilize alternate means, methods, and configurations that meet the functional intent. However these will only be allowed with prior approval.

1.09 SUBMITTALS

A. Submit under provisions of Section 01 30 00 .

B. Electronic Submittals: While all requirements for hard copy submittal apply, control submittals and O&M information shall also be provided in electronic format as follows.
   1. Drawings and Diagrams: Shop drawings shall be provided on electronic media as an AutoCAD (current version) and/or Adobe Portable Document Format file. All 'X reference' and font files must be provided with AutoCAD files.
   2. Other Submittals: All other submittals shall be provided in Adobe Portable Document Format (PDF).

C. Qualifications: Manufacturer, Installer, and Key personnel qualifications as indicated for the appropriate item above.

D. Product Data: Submit manufacturer's technical product data for each control device, panel, and accessory furnished, indicating dimensions, capacities, performance and electrical characteristics, and material finishes. Also include installation and start-up instructions.

E. Shop Drawings: Submit shop drawings for each control system, including a complete drawing for each air handling unit, system, pump, device, etc. with all point descriptors, addresses and point names indicated. Each shop drawing shall contain the following information:
   1. System Architecture and System Layout:
      a. One-line diagram indicating schematic locations of all control units, workstations, LAN interface devices, gateways, etc. Indicate network number, device ID, , instance number, MAC address, drawing reference number, and controller type for each control unit. Indicate media, protocol, baud rate, and type of each LAN. Indicate media, protocol, baud rate, and type of each LAN. All optical isolators, repeaters, end-of-line resistors, junctions, ground locations etc. shall be located on the diagram.
      b. Provide electronic floor plans locating all control units, workstations, LAN interface devices, gateways, etc. Include all network communication wiring routing, power wiring, power originating sources, and low voltage power wiring. Indicate network number, device ID, instance number, MAC address, drawing reference number, and controller type for each control unit. Indicate media, protocol, baud rate, and type of each LAN. All optical isolators, repeaters, end-of-line resistors, junctions, ground locations etc. shall be located on the floor plans. Wiring routing as-built conditions shall be maintained accurately throughout the construction period and the drawing shall be updated to accurately reflect accurate, actual installed conditions.
   2. Schematic flow diagram of each air and water system showing fans, coils, dampers, valves, pumps, heat exchange equipment and control devices. Include verbal description of sequence of operation.
   3. All physical points on the schematic flow diagram shall be indicated with names, descriptors, and point addresses identified as listed in the point summary table.
   4. With each schematic, provide a point summary table listing building number and abbreviation, system type, equipment type, full point name, point description, Ethernet backbone network number, network number, device ID, object ID (object type, instance number). See Section 23 09 55 - Part III for additional requirements.
   5. Label each control device with setting or adjustable range of control.
   6. Label each input and output with the appropriate range.
   7. Provide a Bill of Materials with each schematic. Indicate device identification to match schematic and actual field labeling, quantity, actual product ordering number,

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manufacturer, description, size, voltage range, pressure range, temperature range, etc. as applicable.

8. With each schematic, provide valve and actuator information including size, Cv, design flow, design pressure drop, manufacturer, model number, close off rating, etc. Indicate normal positions of spring return valves and dampers.
9. Indicate all required electrical wiring. Electrical wiring diagrams shall include both ladder logic type diagram for motor starter, control, and safety circuits and detailed digital interface panel point termination diagrams with all wire numbers and terminal block numbers identified. Provide panel termination drawings on separate drawings. Ladder diagrams shall appear on system schematic. Clearly differentiate between portions of wiring, which are existing, factory-installed and portions to be field-installed.
10. Details of control panels, including controls, instruments, and labeling shown in plan or elevation indicating the installed locations.
11. Sheets shall be consecutively numbered.
12. Each sheet shall have a title indicating the type of information included and the HVAC system controlled.
13. Table of Contents listing sheet titles and sheet numbers.
14. Legend and list of abbreviations.
15. Memory allocation projections.
16. Submit along with shop drawings but under separate cover calculated and guaranteed system response times of the most heavily loaded LAN in the system.

F. Open Protocol Information
   1. BACnet Systems:
      a. BACnet object description, object ID, and device ID, for each I/O point.
      b. Documentation for any non-standard BACnet objects, properties, or enumerations used detailing their structure, data types, and any associated lists of enumerated values.
      c. Submit PICS indicating the BACnet functionality and configuration of each controller.

G. Framed Control Drawings: Laminated control drawings including system control schematics, sequences of operation and panel termination drawings, shall be provided in panels for major pieces of equipment. Terminal unit drawings shall be located in the central plant equipment panel or mechanical room panel.

H. Control Logic Documentation
   1. Submit control logic program listings (for graphical programming) and logic flow charts (for line type programs) to document the control software of all control units.
   2. Control logic shall be annotated to describe how it accomplishes the sequence of operation. Annotations shall be sufficient to allow an operator to relate each program component (block or line) to corresponding portions of the specified Sequence of Operation.
   3. Include written description of each control sequence.
   4. Include control response, settings, setpoints, throttling ranges, gains, reset schedules, adjustable parameters and limits.
   5. Sheets shall be consecutively numbered.
   6. Each sheet shall have a title indicating the controller designations and the HVAC system controlled.
   7. Include Table of Contents listing sheet titles and sheet numbers
   8. Submit one complete set of programming and operating manuals for all digital controllers concurrently with control logic documentation. This set will count toward the required number of Operation and Maintenance materials specified below and in Section 01 30 00.

I. Operation and Maintenance Materials:
   1. Submit documents under provisions of Section 01 03 00. One copy of the materials shall be delivered directly to the State facilities operation staff, in addition to the copies required by other Sections.

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2. Submit maintenance instructions and spare parts lists for each type of control device, control unit, and accessory.
3. Submit BAS User's Guides (Operating Manuals) for each controller type .
4. Submit BAS advanced Programming Manuals for each controller type.
5. Include all submittals (product data, shop drawings, control logic documentation, hardware manuals, software manuals, installation guides or manuals, maintenance instructions and spare parts lists) in maintenance manual; in accordance with requirements of Division 1.

J. Controls contractor shall provide the State with all product line technical manuals and technical bulletins, to include new and upgraded products, by the same distribution channel as to dealers or branches. This service will be provided for 5 years as part of the contract price, and will be offered to the State thereafter for the same price as to a dealer or branch.

K. Manufacturers Certificates: For all listed and/or labeled products, provide certificate of conformance.

L. Product Warranty Certificates: submit manufacturers product warranty certificates covering the hardware provided.

1.10 PROJECT RECORD DOCUMENTS

A. Submit documents under provisions of Section 01 30 00.

B. Record copies of product data and control shop drawings updated to reflect the final installed condition.

C. Record copies of approved control logic programming and database on paper and on CD's. Accurately record actual setpoints and settings of controls, final sequence of operation, including changes to programs made after submission and approval of shop drawings and including changes to programs made during specified testing.

D. Record copies of approved project specific graphic software on CDs.

E. Record copies shall include individual floor plans with controller locations with all interconnecting wiring routing including space sensors, LAN wiring, power wiring, low voltage power wiring. Indicate device instance, MAC address and drawing reference number.

F. Provide record riser diagram showing the location of all controllers.

G. Maintain project record documents throughout the warranty period and submit final documents at the end of the warranty period

1.11 SYSTEM ARCHITECTURE

A. The system provided shall incorporate hardware resources sufficient to meet the functional requirements of these Specifications. The Contractor shall include all items not specifically itemized in these Specifications that are necessary to implement, maintain, and operate the system in compliance with the functional intent of these Specifications.

B. The system shall be configured as a distributed processing network(s) capable of expansion as specified below.

C. The system architecture shall consist of the Ethernet-based State Network, and Controlling LANs that support BCs, AACs, ASCs, Operator Workstations (OWS), Smart Devices (SD), and Remote Communication Devices (RCDs) as applicable. The following indicates a functional description of the BAS structure.

1. State Network: Internet-based network connecting multiple facilities with a central data and application server, accessible via standard web-browser. This is an existing infrastructure and contractor is not required to configure any components of this network. Refer to Section 23 09 54 for requirements. This contractor shall integrate the controlling devices and the CCS together.
2. Local Supervisory LAN: The Local Supervisory LAN shall be an Ethernet-based, 100 Mbps LAN connecting Primary Control LANs and OWSs. The LAN serves as the inter-BC gateway and OWS-to-BC gateway and communications path. Contractor shall provide this as a dedicated LAN for the control system. LAN shall be IEEE 802.3 Ethernet over Fiber

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or Category 5 cable with switches and routers that support 100 Mbps throughput. Power-line carrier communication shall not be acceptable for communications. The physical media will be that installed for the IT infrastructure of the facility and as such network drops will be provided under that scope of work to facilitate work of this scope. This network will be 100 Mbps and therefore all network interface cards shall support that speed. The higher level layers of this network shall be BACnet as described below:

a. BACnet Supervisory LAN: Shall be BACnet/IP as defined in the BACnet standard, and shall share a common network number for the Ethernet backbone, as defined in the BACnet standard. Point/Object naming conventions are specified in 23 09 55 - Part III.

3. Controlling LAN: High-speed, peer-to-peer communicating LAN used to connect AACs, ASCs and Building Controllers (BCs) and communicate exclusively control information. Acceptable technologies include:
   a. Ethernet (IEEE802.3)
   b. ARCNET (IEEE802.4)
   c. Communication to/from building controller (BC) and the control system server (CSS) shall utilize standard TCP/IP, BACnet/IP ports (80and/or 47808)
4. Secondary Controlling LAN : Network used to connect AACs, ASCs or SDs. These can be Master Slave/ Token Passing or polling, in addition to those allowed for Primary Controller LANs. Network speed vs. the number of controllers on the LAN shall be dictated by the response time and trending requirements.

D. Dynamic Data Access: Any data throughout any level of the network shall be available to and accessible by all other devices, Controllers and OWS, whether directly connected or connected remotely.

E. Remote Data Access: The system shall support the following methods of remote access to the building data.
   1. Browser-based access: A remote user using a standard browser shall be able to access all control system facilities and graphics with proper authentication. The State shall maintain continuous network connection. The following paradigms are acceptable for browser-based access:
      a. Native Internet-based user interface (HTML, Java, XML, etc.) via a standard freely distributed web browser that does not require a Windows client software installation.

F. The communication speed between the controllers, LAN interface devices, and operator interface devices shall be sufficient to ensure fast system response time under any loading condition. Contractor shall submit guaranteed response times with shop drawings including calculations to support the guarantee. In no case shall delay times between an event, request, or command initiation and its completion be greater than those listed herein. Contractor shall recommend reconfiguring the LAN as necessary to accomplish these performance requirements..:
   1. 5 seconds between a Level 1 (critical) alarm occurrence and enunciation at operator workstation.
   2. 10 seconds between a Level 2 alarm occurrence and enunciation at operator workstation.
   3. 20 seconds between and a Level 3-5 alarm occurrence and enunciation at operator workstation.
   4. 10 seconds between an operator command via the operator interface to change a setpoint and the subsequent change in the controller.
   5. 5 seconds between an operator command via the operator interface to start/stop a device and the subsequent command to be received at the controller.
   6. 10 seconds between a change of value or state of an input and it being updated on the operator interface.
   7. 10 seconds between an operator selection of a graphic and it completely painting the screen and updating at least 10 points.

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G. Control Systems Server (CSS): A server class computer(s) that maintains the systems configuration and programming database. This server is located at the State of Delaware's data center in a virtual environment and serves as an access point to BAS. It shall hold the backup files of the information downloaded into the individual controllers and as such support uploading and downloading that information directly to/from the controllers. It shall also act as a control information server to non-control system based programs. It shall allow secure multiple-access to the control information. Refer to Section 23 09 52 - BAS Operator Interfaces for its requirements.

H. The Operator Interface shall provide for overall system supervision, graphical user interface, management report generation, alarm annunciation, and remote monitoring. Refer to Section 23 09 52 - BAS Operator Interfaces.

I. The BCs, AACs, ASCs, [and SDs] shall monitor, control, and provide the field interface for all points specified. Each BC, AAC, or ASC shall be capable of performing all specified energy management functions, and all DDC functions, independent of other BCs, AACs, or ASCs and operator interface devices as more fully specified in Section 23 09 53 - BAS Field Panels.

J. Systems Configuration Database: The system architecture shall support maintaining the systems configuration database on the CSS. User tools provided to the State shall allow configuring, updating, maintaining, etc. current configurations and settings whether they are initiated at the server or the end device.
   1. Database Schema shall be published and provided to the State to facilitate easy access to the data.
   2. Database shall be ODBC compliant.

K. Interruptions or fault at any point on any Primary Controller LAN shall not interrupt communications between other nodes on the network. If a LAN is severed, two separate networks shall be formed and communications within each network shall continue uninterrupted.

L. All line drivers, signal boosters, and signal conditioners etc. shall be provided as necessary for proper data communication.

M. Anytime any controller's database or program is changed in the field, the controller shall be capable of automatically uploading the new data to the CSS.

1.12 WARRANTY MAINTENANCE

A. Contractor shall warrant all products and labor for a period of (2) two years after Substantial Completion.

B. The State reserves the right to make changes to the BAS during the warranty period. Such changes do not constitute a waiver of warranty. The Contractor shall warrant parts and installation work regardless of any such changes made by the State, unless the Contractor provides clear and convincing evidence that a specific problem is the result of such changes to the BAS.

C. At no cost to the State, during the warranty period, the Contractor shall provide maintenance services for software and hardware components as specified below:
   1. Maintenance services shall be provided for all devices and hardware specified in sections 23 09 51 through 23 09 59 . Service all equipment per the manufacturer's recommendations. All devices shall be calibrated within the last month of the warranty period.
   2. Emergency Service: Any malfunction, failure, or defect in any hardware component or failure of any control programming that would result in property damage or loss of comfort control shall be corrected and repaired following notification by the State to the Contractor.
      a. Response by telephone to any request for service shall be provided within two (2) hours of the State's initial telephone request for service.
      b. In the event that the malfunction, failure, or defect is not corrected through the telephonic communication, at least one (1) hardware and software technician, trained

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in the system to be serviced, shall be dispatched to the State's site within eight (8) hours of the State's initial telephone request for such services, as specified.

3. Normal Service: Any malfunction, failure, or defect in any hardware component or failure of any control programming that would not result in property damage or loss of comfort control shall be corrected and repaired following telephonic notification by the State to the Contractor.
   a. Response by telephone to any request for service shall be provided within eight (8) working hours (contractor specified 40 hr per week normal working period) of the State's initial telephone request for service.
   b. In the event that the malfunction, failure, or defect is not corrected through the telephonic communication, at least one (1) hardware and software technician, trained in the system to be serviced, shall be dispatched to the State's site within three (3) working days of the State's initial telephone request for such services, as specified.
4. Telephonic Request for Service: Contractor shall specify a maximum of three telephone numbers for The State to call in the event of a need for service. At least one of the lines shall be attended at any given time at all times. Alternatively, pagers can be used for technicians trained in system to be serviced. One of the three paged technicians shall respond to every call within 15 minutes.
5. Technical Support: Contractor shall provide technical support by telephone throughout the warranty period.
6. Preventive maintenance shall be provided throughout the warranty period in accordance with the hardware component manufacturer's requirements.

1.13 DELIVERY, STORAGE, AND HANDLING

A. Provide factory-shipping cartons for each piece of equipment and control device. Maintain cartons during shipping, storage and handling as required to prevent equipment damage, and to eliminate dirt and moisture from equipment. Store equipment and materials inside and protect from weather.

1.14 LISTING AND LABELING

A. The BAS and components shall be listed by Underwriters Laboratories (UL 916) as an Energy Management System.

PART 2 - PRODUCTS

2.01 MANUFACTURERS (PRE-APPROVED BY THE STATE)

A. Automated Logic by Radius Systems

B. BuildingLogix / Lynxspring / KMC Controls by Seiberlich Trane

C. Johnson Controls by Modern Controls

D. Substitutions: See Section 01 60 00 - Product Requirements

2.02 MATERIALS AND EQUIPMENT

A. Materials shall be new, the best of their respective kinds without imperfections or blemishes and shall not be damaged in any way. Used equipment shall not used in any way for the permanent installation except where drawings or specs specifically allow existing materials to remain in place.

2.03 UNIFORMITY

A. To the extent practical, all equipment of the same type serving the same function shall be identical and from the same manufacturer.

B. All new controllers installed on the control system network shall be furnished and installed by the BAS contractor.

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PART 3 - EXECUTION

3.01 INSPECTION

A. Examine areas and conditions under which control systems are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.02 INSTALLATION OF CONTROL SYSTEMS

A. General: Install systems and materials in accordance with manufacturer's instructions, roughing-in drawings and details shown on drawings.

B. Network Connectivity: The BAS contractor shall provide two network connections with Cat-6 cables from the Building Controller to the State's IT network.
   1. The BAS contractor shall terminate one end of the two Cat-6 cables at or around the State's patch panel and make connections to the State's switch with green patch cables, following the instruction of the DFM's IT personnel.
   2. The BAS contractor shall terminate the other end of the two Cat-6 cables near or within the building controller cabinet with dual RJ-45 terminal box and make connection of one cable to the building controller. Note: the second connection is for on-site operator interface through a mobile computer. Exposed cable shall be protected by conduit or wire mold.
   3. The BAS contractor shall label the two network connections BAC-1 and BAC-2 on both ends.

C. Refer to additional requirements in other sections of this specification.

3.03 SURGE PROTECTION

A. The Contractor shall furnish and install any power supply surge protection, filters, etc. as necessary for proper operation and protection of all BCs, AAC/ASCS operator interfaces, printers, routers, gateways and other hardware and interface devices. All equipment shall be capable of handling voltage variations 10% above or below measured nominal value, with no effect on hardware, software, communications, and data storage.

3.04 DEMOLITION AND REUSE OF EXISTING MATERIALS AND EQUIPMENT

A. Contractor shall assume that existing equipment that specifically is indicated to be reused is in good condition and is operable. Contractor, during the course of work, shall inspect these devices and determine if any devices are in need of replacement or repair. Contractor shall prepare an itemized list of suggested repairs/replacement. This repair/replacement will be at the discretion of the State and will be accomplished by expanding this contract.

B. Existing wire, conduit, and control panel cabinets may be reused at the State Project Engineer's discretion, but only if such materials or equipment comply with the applicable specification for new materials and equipment. Such materials shall not be reused if visibly damaged or otherwise unsuitable for the intended service.

C. Where such materials are reused, the contractor's shop drawings shall reflect the existing wiring designation. If existing labeling is illegible or otherwise does not comply with the applicable specification for labeling, wiring runs shall be relabeled in accordance with the requirements specified elsewhere.

D. Existing pneumatic tubing located between the existing BAS panels and the pneumatic operators shall not be reused; however, conduit for such tubing may be reused. All other pneumatic tubing may be reused, but only if such materials comply with the applicable specification for new materials. Materials shall not be reused if visibly damaged or otherwise unsuitable for the intended service. All pneumatic tubing to be reused shall be pressure tested and all leaks shall be repaired. All reused pneumatic tubing shall be purged with dry air or nitrogen.

E. The existing pneumatic main air supply system shall be modified as required and reused to serve existing pneumatic controls that are to remain, and shall be extended as necessary to serve new pneumatic controls. Where existing pneumatic controls are removed, main air piping

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shall be removed back to the point of connection to the main air supply which remains in use, and shall be capped or plugged.

F. Existing valves and dampers and their operators may be reused only when preapproved by the State. Contractor shall lubricate all damper linkages of dampers being controlled under this project.

G. Other materials and equipment not specifically mentioned herein may be reused only if specifically allowed by indications on the drawings.

H. For HVAC systems which are indicated to receive a new BAS, all existing materials and equipment associated with the existing pneumatic controls and EMCS shall be removed unless otherwise specified or indicated to remain, or unless reused in accordance with the above requirements, except for the following: 1) conduit and electrical boxes (but not wiring within conduit) may remain in place if not reused (leave a pull line); 2) inaccessible pneumatic tubing may remain in place if not reused. Existing materials and equipment to be removed shall be removed subject to the requirements in paragraph “Sequence of Work”. For HVAC systems, which are not to receive a new DDC BAS, the existing pneumatic control system shall remain fully functional.

3.05 SEQUENCE OF WORK FOR EXISTING SYSTEMS CONVERSION

A. General: All work involving changeover of control functions from existing pneumatic control system to the new DDC BAS shall be performed in accordance with the following sequence in order to minimize the duration of equipment outages. The following descriptions are intended to indicate the sequence in which the work shall be performed, not to define fully the scope of the work.

B. Install operator's terminal, peripherals, graphic software, and LAN prior to placing any equipment under the control of the new BAS.

C. Work which requires shutting down a pump motor, fan motor, or chiller shall be considered a utility shutdown and shall be subject to the restrictions specified in Division 0.1

D. The following sequence applies to an individually controlled HVAC subsystem, such as an air handling unit. Only one such system shall be placed under manual control (as described below) at any given time.
   1. Install controllers adjacent to (or within) existing control panel. Programming shall be complete (except for loading and debugging) prior to installation. Install all field devices, which do not require interruption of the existing control system.
   2. Install all conduit, wiring, and pneumatic tubing which does not require interruption of the existing control system.
   3. Provide temporary variable pressure type hand pumps at each pneumatically controlled output for temporary use by The State's maintenance and operation contractor personnel. Schedule this step at least 48 hours in advance with the Building Engineer.
   4. Remove existing controls including wiring, conduit, and tubing (except materials to be reused in accordance with provisions specified elsewhere) which must be removed to facilitate installation of new BAS materials and equipment.
   5. Remove existing digital control system points (if applicable). Install and calibrate remainder of new BAS materials and equipment for this subsystem. Load controller software. Connect controller(s) to LAN.
   6. Perform all field testing and calibration that does not require connection of permanent pneumatic outputs.
   7. Remove temporary hand pumps and install permanent pneumatic output connections. Place the system under the control of the new DDC/BAS equipment. Conclude field testing and submit field testing report prior to placing the next subsystem under temporary manual control. The State shall be given a password with a priority level that allows monitoring (but not control until notification of substantial completion has been approved).
   8. Remove remaining existing pneumatic and digital control system materials and equipment (except materials to be reused in accordance with provisions specified elsewhere). All

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existing digital controls equipment for those subsystems that have not yet been converted shall remain intact, on-line, and fully functional.

9. Schedule work in The State's occupied spaces 3 days in advance with the State's representative.

3.06 CONTROL POWER SOURCE AND SUPPLY

A. Section 23 09 50 Contractor shall extend all power source wiring required for operation of all equipment and devices provided under Sections 23 09 50 through 23 09 55 and Sequences of Operation.

B. General requirements for obtaining power include the following:

1. Obtain power from a source that feeds the equipment being controlled such that both the control component and the equipment are powered from the same panel. Where equipment is powered from a 460V source, obtain power from the electrically most proximate 120v source fed from a common origin.
2. Where control equipment is located inside a new equipment enclosure, coordinate with the equipment manufacturer and feed the control with the same source as the equipment. If the equipment's control transformer is large enough and of the correct voltage to supply the controls it may be used. If the equipment's control transformer is not large enough or of the correct voltage to supply the controls provide separate transformer
3. Where a controller controls multiple systems on varying levels of power reliability (normal, emergency, and/or interruptible), the controller shall be powered by the highest level of reliability served. Furthermore, the controller in that condition shall monitor each power type served to determine so logic can assess whether a failure is due to a power loss and respond appropriately. A three-phase monitor into a digital input shall suffice as power monitoring.
4. Standalone Functionality: Refer to Section 23 09 53.

3.07 BAS STARTUP, COMMISSIONING AND TRAINNING

A. Refer to Section 23 09 59

3.08 SEQUENCE OF OPERATION

A. Refer to Section 23 09 58 - Sequences of Operation

END OF SECTION 23 09 50

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SECTION 23 09 51
BAS BASIC MATERIALS, INTERFACE DEVICES, AND SENSORS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Wiring
B. Control Panels
C. Sensors
D. Electric Control Components (Switches, EP Valves, Thermostats, Relays, Smoke Detectors, etc.)
E. Transducers
F. Current Switches
G. Nameplates
H. Testing Equipment

1.02 RELATED DOCUMENTS

A. Section 23 09 50 - Building Automation System (BAS) General
B. Section 23 09 53 - BAS Field Panels
C. Section 23 09 54 - BAS Communications Devices
D. Section 23 09 55 - BAS Software
E. Section 23 09 59 - BAS Commissioning

1.03 DESCRIPTION OF WORK

A. Refer to Section 23 09 50 for general requirements.
B. Provide the following electrical work of this section, complying with requirements of Division 26 sections:
   1. Control wiring between field-installed controls, indicating devices, and unit control panels.
   2. Interlock wiring between electrically interlocked devices, sensors, and between a hand or auto position of motor starters as indicated for all mechanical and controls.
   3. Wiring associated with indicating and alarm panels (remote alarm panels) and connections to their associated field devices.
   4. All other necessary wiring for fully complete and functional control system as specified.

1.04 WORK BY OTHERS

A. Controlled Equipment Power Wiring shall be furnished and installed under Division 26. Where control involves 120V control devices controlling 120V equipment, Division 26 Contractor shall extend power wiring to the equipment. Section 23 09 51 Contractor shall extend it from the equipment to the control device.

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PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. General: Provide electronic control products in sizes and capacities indicated, consisting of valves, dampers, thermostats, clocks, controllers, sensors, and other components as required for complete installation and reviewed and approved by the State. Except as otherwise indicated, provide manufacturer's standard materials and components as published in their product information; designed and constructed as recommended by manufacturer, and as required for application indicated.
B. Communication Wiring: All wiring shall be in accordance with National Electrical Codes and Division 26 of this specification.
   1. Contractor shall supply all communication wiring between Building Controllers, Routers, Gateways, AAC's, ASC's and local and remote peripherals (e.g., operator workstations,

printers, and modems).

2. Local Supervisory LAN: For any portions of this network required under this section of the specification, contractor shall use Fiber or Category 6 of standard TIA/EIA (100/1000BaseT). Network shall be run with no splices and separate from any wiring over thirty (30) volts.
3. Primary and Secondary roller LANs: Communication wiring shall be individually 100% shielded pairs per manufacturers recommendations for distances installed, with overall PVC cover, Class 2, plenum-rated run with no splices and separate from any wiring over thirty (30) volts. Shield shall be terminated and wiring shall be grounded as recommended by BC manufacturer.

C. Signal Wiring: Contractor shall run all signal wiring in accordance with National Electric Codes and Division 26 of this Specification.
1. Signal wiring to all field devices, including, but not limited to, all sensors, transducers, transmitters, switches, etc. shall be twisted, 100% shielded pair, minimum 18-gauge wire, with PVC cover. Signal wiring shall be run with no splices and separate from any wiring above thirty (30) volts.
2. Signal wiring shield shall be grounded at controller end only unless otherwise recommended by the controller manufacturer.

D. Low Voltage Analog Output Wiring: Contractor shall run all low voltage control wiring in accordance with National Electric Codes and Division 26 of this Specification.
1. Low voltage control wiring shall be minimum 16-gauge, twisted pair, 100% shielded, with PVC cover, Class 2 plenum-rated. Low voltage control wiring shall be run with no splices separate from any wiring above thirty (30) volts.

E. Control Panels: Provide control panels with suitable brackets for wall mounting for each control system. Locate panel adjacent to systems served.
1. Fabricate panels of 16-gage furniture-grade steel, or 6063-T5 extruded aluminum alloy, totally enclosed on four sides, with hinged door and keyed lock, with manufacturer's standard shop- painted finish and color.
2. Provide UL-listed cabinets for use with line voltage devices.
3. Control panel shall be completely factory wired and piped, and all electrical connections made to a terminal strip. Control panel shall have standard manufacturer's color.
4. All gauges and control components shall be identified by means of nameplates.
5. All control tubing and wiring shall be run neatly and orderly in open slot wiring duct with cover.
6. Complete wiring and tubing termination drawings shall be mounted in or adjacent to panel.

F. Cooling Tower and Closed Circuit Coolers: Contractor to field wire and install in galvanized conduit all sensors/control devices provided with the equipment.

2.02 GENERAL FIELD DEVICES

A. Provide field devices for input and output of digital (binary) and analog signals into controllers (BCs, AACs, ASCs). Provide signal conditioning for all field devices as recommended by field device manufacturers, and as required for proper operation in the system.

B. It shall be the Contractor's responsibility to assure that all field devices are compatible with controller hardware and software.

C. Field devices specified herein are generally 'two-wire' type transmitters, with power for the device to be supplied from the respective controller. If the controller provided is not equipped to provide this power, or is not designed to work with 'two-wire' type transmitters, or if field device is to serve as input to more than one controller, or where the length of wire to the controller will unacceptably affect the accuracy, the Contractor shall provide 'four-wire' type equal transmitter and necessary regulated DC power supply or 120 VAC power supply, as required.

D. For field devices specified hereinafter that require signal conditioners, signal boosters, signal repeaters, or other devices for proper interface to controllers, Contractor shall furnish and install

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proper device, including 120V power as required. Such devices shall have accuracy equal to, or better than, the accuracy listed for respective field devices.

E. Accuracy: As stated in this Section, accuracy shall include combined effects of nonlinearity, nonrepeatability and hysteresis.

2.03 TEMPERATURE SENSORS (TS)

A. Sensor range: When matched with A/D converter of BC, AAC/ASC, or SD, sensor range shall provide a resolution of no worse than 0.3°F (0.16 °C) (unless noted otherwise). Where thermistors are used, the stability shall be better than 0.25°F over 5 years.

B. Room Temperature Sensor: Shall be an element contained within a ventilated cover, suitable for wall mounting. Provide insulated base. Following sensing elements are acceptable:
1. Sensing element shall be platinum RTD, thermistor, or integrated circuit, +/- 0.4°F accuracy at calibration point.
2. Provide setpoint adjustment where indicated. The setpoint adjustment shall be a warmer/cooler indication that shall be scalable via the BAS.
3. Provide an occupancy override button on the room sensor enclosure where indicated. This shall be a momentary contact closure
4. Provide current temperature indication via an LCD or LED readout where indicated.

2.04 TEMPERATURE TRANSMITTERS

A. Where required by Controller, or where wiring runs are over 50 feet, sensors as specified above may be matched with transmitters outputting 4-20 mA linearly across the specified temperature range. Transmitters shall have zero and span adjustments, an accuracy of 0.1°F when applied to the sensor range.

2.05 TRANSDUCERS

A. Binary to Analog Transducers ([Pulse Width Modulating] or Tri-State-to-Voltage or -Current):
1. Adjustable zero and span.
2. Failure Mode on Power Loss: Shall be provided with memory feature to allow the transducer to return to last value on power failure.
3. Accuracy: ± 1% of span
4. Output Span: 4-20 mA, 0-5 Vdc, 1-5 Vdc, 0-10Vdc, 2-10Vdc, 0-15Vdc, 3-15Vdc
5. Input: 4-20 mA, pulse width modulated or tri-state input.
6. Pulse Width Modulated] and Tri-state Input Time Base: Dip switch selectable.
7. Enclosure: Polymer designed for surface or panel mount.
8. Failure Mode on Power Loss: Non-failsafe transducers shall have no output air loss. Failsafe transducers shall exhaust output upon power loss.
9. Acceptable Manufacturers: RE Technologies Model PWA Series. Substitutions shall be allowed per Division 1.

B. Electronic-to Electronic (Voltage or Current to Current or Voltage):
1. Adjustable zero and span.
2. Failure Mode on Power Loss: Memory feature to allow the transducer to return to last value on power failure.
3. Accuracy: ± 1% of span.
4. Output Span: 4-20 mA, 0-5 Vdc, 1-5 Vdc, 0-10 Vdc, 2-10 Vdc, 0-15 Vdc, 3-15 Vdc.
5. Input: 0-20 Vdc, 0-20 ma, 0-10 kOhm.
6. Pulse Width Modulated] and Tri-state Input Time Base: Dip switch selectable
7. Enclosure: Polymer enclosure designed for surface or panel mount.
8. Acceptable Manufacturers: RE Technologies Model PWA Series. Substitutions shall be allowed per Division 1.

2.06 CURRENT SWITCHES (CS)

A. Clamp-On or Solid-Core Design Current Operated Switch (for Constant Speed Motor Status Indication)

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1. Range: 1.5 to 150 amps.
2. Trip Point: Adjustable.
3. Switch: Solid state, normally open, 1 to 135 Vac or Vdc, 0.3 Amps. Zero off state leakage.
4. Lower Frequency Limit: 6 Hz.
5. Trip Indication: LED
6. Approvals: UL, CSA
7. Max. Cable Size: 350 MCM
8. Acceptable Manufacturers: Veris Industries H-708/908; Inc., RE Technologies SCS1150A-LED. Substitutions shall be allowed per Division 1.

B. Clamp-on or Solid-Core Wire Through Current Switch (CS/CR) (for Constant Speed Motors): Same as CS with 24v command relay rated at 5A @ 240 Vac resistive, 3A @ 240 Vac inductive, load control contact power shall be induced from monitored conductor (minimum conductor current required to energize relay 5A, max. rating of 135A). Acceptable Manufacturers shall be Veris Industries, Inc., Model # H938/735; or RE Technologies RCS 1150. Substitutions shall be allowed per Division 1.
   1. Where used for single-phase devices, provide the CS/CR in a self-contained unit in a housing similar with override switch to Kele RIBX. Substitutions shall be allowed per Division 1.

C. Clamp-On Design Current Operated Switch for Variable Speed Motor Status Indication
   1. Range: 1.5 to 135 Amps.
   2. Trip Point: Self-calibrating based on VA memory associated with frequency to detect loss of belt with subsequent increase of control output to 60 Hz.
   3. Switch: Solid state, normally open, 1 to 135 Vac or Vdc, 0.3 Amps. Zero off state leakage.
   4. Frequency Range: 5-75 Hz
   5. Trip Indication: LED
   6. Approvals: UL, CSA
   7. Max. Cable Size: 350 MCM
   8. Acceptable Manufacturers: Veris Industries, Inc. H-904. Substitutions shall be allowed per Division 1.

D. Clamp-On Wire Through Current Switch (CS/CR) (for Variable Speed Motors): Same as CS with 24v command relay rated at 5A @ 240 Vac resistive, 3A @ 240 Vac inductive, load control contact power shall be induced from monitored conductor (minimum conductor current required to energize relay 5A, max. rating of 135A). Acceptable manufacturer shall be Veris Industries, Inc., Model # H934. Substitutions shall be allowed per Division 1.

2.07 CURRENT TRANSFORMERS (CT)

A. Clamp-On Design Current Transformer (for Motor Current Sensing)
   1. Range: 1-10 amps minimum, 20-200 amps maximum
   2. Trip Point: Adjustable
   3. Output: 0-5 VDC.
   4. Accuracy: ±0.2% from 20 to 100 Hz.
   5. Acceptable Manufacturers: KELE SA100. Substitutions shall be allowed per Division 1.

2.08 CONTINUOUS LEVEL TRANSMITTERS

A. Capacitance Type
   1. Provide a loop powered, continuous capacitance type level transmitter with adjustable span and zero.
   2. Output: 4-20 mA.
   3. Probe: Fluoropolymer coated stainless steel rod or cable. Provide cable probe with end attachment hardware or weight.
   4. Electrical Enclosure: NEMA-4, -7.
   5. Approvals: UL or CSA.

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6. Accuracy: ±1% of calibrated span.
7. Process Connection: MPT or ANSI Flange as required.
8. Acceptable Manufacturers: Drexelbrook, Endress & Hauser. Substitutions shall be allowed per Division 1.

2.09 ELECTRIC CONTROL COMPONENTS

A. Limit Switches (LS): Limit switches shall be UL listed, SPDT or DPDT type, with adjustable trim arm. Limit switches shall be as manufactured by Square D, Allen Bradley. Substitutions shall be allowed per Division 1.

B. Low Voltage Wall Thermostat: Wall-mounted thermostat shall consist of SPDT sealed mercury contacts, operating temperature range of 50 to 90°F (10 to 32°C), switch rating of 24 Vac (30 Vac max.), and both manual and automatic fan operation in both the heat and cool modes.

C. Control Relays: All control relays shall be UL listed, with contacts rated for the application, and mounted in minimum NEMA-1 enclosure for indoor locations, NEMA-4 for outdoor locations.
   1. Control relays for use on electrical systems of 120 volts or less shall have, as a minimum, the following:
      a. AC coil pull-in voltage range of +10%, -15% or nominal voltage.
      b. Coil sealed volt-amperes (VA) not greater than four (4) VA.
      c. Silver cadmium Form C (SPDT) contacts in a dustproof enclosure, with 8 or 11 pin type plug.
      d. Pilot light indication of power-to-coil and coil retainer clips.
      e. Coil rated for 50 and 60 Hz service.
      f. Acceptable Manufacturers: Relays shall be Potter Brumfield, Model KRPA. Substitutions shall be allowed per Division 1.
      g. Relays used for across-the-line control (start/stop) of 120V motors, 1/4 HP, and 1/3 HP, shall be rated to break minimum 10 Amps inductive load. Relays shall be IDEC. Substitutions shall be allowed per Division 1.
      h. Relays used for stop/start control shall have low voltage coils (30 VAC or less), and shall be provided with transient and surge suppression devices at the controller interface.

D. General Purpose Power Contactors: NEMA ICS 2, AC general-purpose magnetic contactor. ANSI/NEMA ICS 6, NEMA type 1enclosure. Manufacturer shall be Square 'D', Cutler-Hammer or Westinghouse.

E. Control Transformers: Furnish and install control transformers as required. Control transformers shall be machine tool type, and shall be US and CSA listed. Primary and secondary sides shall be fused in accordance with the NEC. Transformer shall be proper size for application, and mounted in minimum NEMA-1 enclosure.
   1. Transformers shall be manufactured by Westinghouse, Square 'D', or Jefferson. Substitutions shall be allowed per Division 1.

F. Time Delay Relays (TDR): TDRs shall be capable of on or off delayed functions, with adjustable timing periods, and cycle timing light. Contacts shall be rated for the application with a minimum of two (2) sets of Form C contacts, enclosed in a dustproof enclosure.
   1. TDRs shall have silver cadmium contacts with a minimum life span rating of one million operations. TDRs shall have solid state, plug-in type coils with transient suppression devices.
   2. TDRs shall be UL and CSA listed, Crouzet type. Substitutions shall be allowed per Division 1.

2.10 NAMEPLATES

A. Provide engraved phenolic or micarta nameplates for all equipment, components, and field devices furnished. Nameplates shall be 1/8 thick, black, with white center core, and shall be minimum 1" x 3", with minimum 1/4" high block lettering. Nameplates for devices smaller than 1" x 3" shall be attached to adjacent surface.

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B. Each nameplate shall identify the function for each device.

2.11 TESTING EQUIPMENT

A. Contractor shall test and calibrate all signaling circuits of all field devices to ascertain that required digital and accurate analog signals are transmitted, received, and displayed at system operator terminals, and make all repairs and recalibrations required to complete test. Contractor shall be responsible for test equipment required to perform these tests and calibrations. Test equipment used for testing and calibration of field devices shall be at least twice as accurate as respective field device (e.g., if field device is +/-0.5% accurate, test equipment shall be +/-0.25% accurate over same range).

PART 3 - EXECUTION

3.01 INSPECTION

A. Examine areas and conditions under which control systems are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.02 INSTALLATION OF CONTROL SYSTEMS

A. General: Install systems and materials in accordance with manufacturer's instructions, roughing-in drawings and details shown on drawings. Install electrical components and use electrical products complying with requirements of National Electric Code and all local codes.

B. Control Wiring: The term "control wiring" is defined to include providing of wire, conduit and miscellaneous materials as required for mounting and connection of electric control devices.
   1. Wiring System: Install complete wiring system for electric control systems. Conceal wiring except in mechanical rooms and areas where other conduit and piping are exposed. Installation of wiring shall generally follow building lines. Install in accordance with National Electrical Code and Division 16 of this Specification. Fasten flexible conductors bridging cabinets and doors, neatly along hinge side, and protect against abrasion. Tie and support conductors neatly.
   2. Control Wiring Conductors: Install control wiring conductors, without splices between terminal points, color-coded. Install in neat workmanlike manner, securely fastened. Install in accordance with National Electrical Code and Division 16 of this Specification.
   3. Communication wiring, signal wiring and low voltage control wiring shall be installed separate from any wiring over thirty (30) volts. Signal wiring shield shall be grounded at controller end only, unless otherwise recommended by the controller manufacturer.
   4. All WAN and LAN Communication wiring shield shall be terminated as recommended by controller manufacturer. All WAN and LAN Communication wiring shall be labeled with a network number, device ID at each termination and shall correspond with the WAN and LAN system architecture and floor plan submittals.
   5. Install all control wiring external to panels in electric metallic tubing or raceway. However, communication wiring, signal wiring and low voltage control wiring may be run without conduit in concealed, accessible locations if noise immunity is ensured. Contractor will be fully responsible for noise immunity and rewire in conduit if electrical or RF noise affects performance. Accessible locations are defined as areas inside mechanical equipment enclosures, such as heating and cooling units, instrument panels etc.; in accessible pipe chases with easy access, or suspended ceilings with easy access. Installation of wiring shall generally follow building lines. Run in a neat and orderly fashion, bundled where applicable, and completely suspended (strapped to rigid elements or routed through wiring rings) away from areas of normal access. Tie and support conductors neatly with suitable nylon ties. Conductors shall not be supported by the ceiling system or ceiling support system. Conductors shall be pulled tight and be installed as high as practically possible in ceiling cavities. Wiring shall not be laid on the ceiling or duct. Conductors shall not be installed between the top cord of a joist or beam and the bottom of roof decking. Contractor shall be fully responsible for noise immunity and rewire in conduit if electrical or RF noise affects performance.

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6. Number-code or color-code conductors appropriately for future identification and servicing of control system. Code shall be as indicated on approved installation drawings.

C. Airflow Measuring Stations: Install per manufacturer's recommendations in an unobstructed straight length of duct (except those installations specifically designed for installation in fan inlet). For installations in fan inlets, provide on both inlets of double inlet fans and provide inlet cone adapter as recommended by AFM station manufacturer.

D. Fluid Flow Sensors: Install per manufacturer's recommendations in an unobstructed straight length of pipe.

E. Relative Humidity Sensors: Provide element guard as recommended by manufacturer for high velocity installations. For high limit sensors, position remote enough to allow full moisture absorption into the air stream before reaching the sensor.

F. Differential Pressure Transmitters: Provide valve bypass arrangement to protect against over pressure damaging the transmitter.

G. Flow Switches: Where possible, install in a straight run of pipe at least 15 diameters in length to minimize false indications.

H. Current Switches for Motor Status Monitoring: Adjust so that setpoint is below minimum operating current and above motor no load current.

I. Supply Duct Pressure Transmitters:
   1. General: Install pressure tips with at least 4 'round equivalent' duct diameters of straight duct with no takeoffs upstream. Install pressure tips securely fastened with tip facing upstream in accordance with manufacturer's installation instructions. Locate the transmitter at an accessible location to facilitate calibration.
   2. VAV System 'Down-Duct' Transmitters: Locate pressure tips approximately 2/3 of the hydraulic distance to the most remote terminal in the air system.

J. Cutting and Patching Insulation: Repair insulation to maintain integrity of insulation and vapor barrier jacket. Use hydraulic insulating cement to fill voids and finish with material matching or compatible with adjacent jacket material.

3.03 REFRIGERANT MONITOR

A. Install in accordance with the manufacturer's instructions. Place sensing tips in locations to maximize effectiveness.

B. Hard wire interlocks to the emergency ventilation and shutdown of combustion devices.

END OF SECTION 23 09 51

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SECTION 23 09 53
BAS FIELD PANELS

PART 1 - GENERAL

1.01 SECTION INCLUDES:

A. Advance Application Specific Controller (AAC)

B. Application Specific Controller (ASC)

1.02 RELATED DOCUMENTS:

A. Section 23 09 50 - Building Automation System (BAS) General - Refer to this section for definitions of terminology

B. Section 23 09 51 - BAS Basic Materials, Interface Devices, and Sensors

C. Section 23 09 54 - BAS Communications Devices

D. Section 23 09 55 - BAS Software

E. Section 23 09 59 - BAS Commissioning

1.03 DESCRIPTION OF WORK:

A. Furnish and install DDC Control units and/or Smart Devices required to support specified building automation system functions.

B. Refer to Section 23 09 50 for general requirements.

PART 2 - PRODUCTS

2.01 STAND-ALONE FUNCTIONALITY

A. General: These requirements clarify the requirement for stand-alone functionality relative to packaging I/O devices with a controller. Stand-alone functionality is specified with the controller and for each Application Category specified in Part 3. This item refers to acceptable paradigms for associating the points with the processor.

B. Functional Boundary: Provide controllers so that all points associated with and common to one unit or other complete system/equipment shall reside within a single control unit. The boundaries of a standalone system shall be as dictated in the contract documents. Generally systems specified for the Application Category will dictate the boundary of the standalone control functionality. See related restrictions below. When referring to the controller as pertains to the standalone functionality, reference is specifically made to the processor. One processor shall execute all the related I/O control logic via one operating system that uses a common programming and configuration tool.

C. The following configurations are considered acceptable with reference to a controller's standalone functionality:
   1. Points packaged as integral to the controller such that the point configuration is listed as an essential piece of information for ordering the controller (having a unique ordering number).
   2. Controllers with processors and modular back planes that allow plug in point modules as an integral part of the controller.
   3. I/O point expander boards, plugged directly into the main controller board to expand the point capacity of the controller.
   4. I/O point expansion devices connected to the main controller board via wiring and as such may be remote from the controller and that communicate via a sub LAN protocol. These arrangements to be considered standalone shall have a sub LAN that is dedicated to that controller and include no other controller devices (AACs or ASCs). All wiring to interconnect the I/O expander board shall be:
      a. Contained in the control panel enclosure;
      b. Or run in conduit. Wiring shall only be accessible at the terminations.

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D. The following configurations are considered unacceptable with reference to a controller's standalone functionality:
   1. Multiple controllers enclosed in the same control panel to accomplish the point requirement.

2.02 ADVANCED APPLICATION SPECIFIC CONTROLLER (AAC) AND APPLICATION SPECIFIC CONTROLLER (ASC)

A. General Requirements:
   1. AACs and ASCs shall provide intelligent, standalone control of HVAC equipment. Each unit shall have its own internal RAM, non-volatile memory and will continue to operate all local control functions in the event of a loss of communications on the ASC LAN or sub-LAN. Refer to standalone requirements by application specified in Part 3 of this section. In addition, it shall be able to share information with every other BC and AAC /ASC on the entire network.
   2. Each AAC and ASC shall include self-test diagnostics that allow the AAC /ASC to automatically relay to the BC, or LAN Interface Device, any malfunctions or abnormal conditions within the AAC /ASC or alarm conditions of inputs that exceed desired parameters as determined by programming input.
   3. AACs and ASCs shall include sufficient memory to perform the specific control functions required for its application and to communicate with other devices.
   4. Each AAC and ASC must be capable of stand-alone direct digital operation utilizing its own processor, non-volatile memory, input/output, minimum 8 bit A to D conversion, voltage transient and lightning protection devices. All volatile memory shall have a battery backup of at least fifty- (50) hrs with a battery life of (5) five years.
   5. All point data; algorithms and application software within an AAC /ASC shall be modifiable from the OWS.
   6. AAC and ASC Input-Output Processing
      a. Digital Outputs (DO): Outputs shall be rated for a minimum 24 VAC or VDC, 1 amp maximum current. Each shall be configurable as normally open or normally closed. Each output shall have an LED to indicate the operating mode of the output and a manual hand off or auto switch to allow for override (Only AAC requires HOA). Each DO shall be discrete outputs from the AAC/ASC's board (multiplexing to a separate manufacturer's board is unacceptable). Provide suppression to limit transients to acceptable levels.
      b. Analog Inputs (AI): AI shall be O-5 Vdc, 0-10Vdc, 0-20Vdc, and 0-20 mA. Provide signal conditioning, and zero and span calibration for each input. Each input shall be a discrete input to the BC's board (multiplexing to a separate manufacturers board is unacceptable unless specifically indicated otherwise). A/D converters shall have a minimum resolution of 8-10 bits depending on application.
      c. Digital Inputs (DI): Monitor dry contact closures. Accept pulsed inputs of at least one per second. Source voltage for sensing shall be supplied by the BC and shall be isolated from the main board. Software multiplexing of an AI and resistors may only be done in non-critical applications and only with prior approval of Architect/Engineer
      d. Universal Inputs (UI-AI or DI): To serve as either AI or DI as specified above.
      e. Electronic Analog Outputs (AO) as required by application: voltage mode, 0-5VDC and 0-10VDC; current mode (4-20 mA). Provide zero and span calibration and circuit protection. Pulse Width Modulated (PWM) analog via a DO [and transducer] is acceptable only with State approval (Generally, PWM will not be allowed on loops with a short time constant such as discharge temperature loops, economizer loops, pressure control loops and the like. They are generally acceptable for standard room temperature control loops.). Where PWM is allowed, transducer/actuator shall be programmable for normally open, normally closed, or hold last position and shall allow adjustable timing. Each DO shall be discrete outputs from the BC's board (multiplexing to a separate manufacturers board is unacceptable). D/A converters shall have a minimum resolution of 8 bits.

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B. BACnet AAC(s) and ASC(s) Requirements:
   1. The AAC(s) and ASC(s) shall support all BIBBs defined in the BACnet Building Controller (B-AAC and B-ASC) device profile as defined in the BACnet standard.
   2. AAC(s) and ASC(s) shall communicate over the BACnet Building Controller LAN or the ASC LAN or sub-LAN.
   3. Each BC shall be connected to the BACnet Building Controller LAN communicating to/from other BCs.

PART 3 - EXECUTION

3.01 INSPECTION:

A. Examine areas and conditions under which control systems are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.02 INSTALLATION OF CONTROL SYSTEMS:

A. General: Install systems and materials in accordance with manufacturer's instructions, specifications roughing-in drawings and details shown on drawings. Contractor shall install all controllers in accordance with manufacturer's installation procedures and practices.

3.03 HARDWARE APPLICATION REQUIREMENTS

A. General: The functional intent of this specification is to allow cost effective application of manufacturers standard products while maintain the integrity and reliability of the control functions. A BC as specified above is generally fully featured and customizable whereas the AAC/ASC refers to a more cost-effective unit designed for lower-end applications. Specific requirements indicated below are required for the respective application. Manufacturer may apply the most cost-effective unit that meets the requirement of that application.

B. Standalone Capability: Each Control Unit shall be capable of performing the required sequence of operation for the associated equipment. All physical point data and calculated values required to accomplish the sequence of operation shall originate within the associated CU with only the exceptions enumerated below. Refer to Item 2.01 above for physical limitations of standalone functionality. Listed below are functional point data and calculated values that shall be allowed to be obtained from or stored by other CUs or SDs via LAN.

C. Where associated control functions involve functions from different categories identified below, the requirements for the most restrictive category shall be met.

D. Application Category 1 (Application Specific Controller):
   1. Applications in this category include the following:
      a. Unitary equipment <15 tons (Package Terminal AC Units, Package Terminal Heat Pumps, Split-System AC Units, Split-System Heat Pumps, Water-Source Heat Pumps)
   2. ASCs may be used in these applications.
   3. Standalone Capability: Provide capability to execute control functions for the application for a given setpoint or mode, which shall generally be occupied mode control. Only the following data (as applicable) may be acquired from other controllers via LANs. In the event of a loss of communications with any other controller, or any fault in any system hardware that interrupts the acquisition of any of these values, the ASC shall use the last value obtained before the fault occurred. If such fault has not been corrected after the specified default delay time, specified default value(s) shall then be substituted until such fault has been corrected.
      a. Physical/Virtual PointDefault Value
      b. Scheduling PeriodNormal
      c. Morning Warm-UpOff (cold discharge air)
      d. Load ShedOff (no shedding)
      e. Summer/WinterWinter
      f. [Trend DataN/A]
      g. [Smoke Pressurization ModeNormal Mode]

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4. Mounting:
   a. ASCs that control equipment located above accessible ceilings shall be mounted on the equipment in an accessible enclosure that does not hinder maintenance of mechanical equipment and shall be rated for plenum use.
   b. ASCs that control equipment mounted in a mechanical room may either be mounted in, on the equipment, or on the wall of the mechanical room at an adjacent, accessible location.
   c. ASCs that control equipment located in occupied spaces or outside shall either be mounted within the equipment enclosure (responsibility for physical fit remains with the contractor) or in a nearby mechanical/utility room in which case it shall be enclosed in a NEMA 1, locking enclosure.
   d. Section 23 09 53 contractor may furnish ASCs to the terminal unit manufacturer for factory mounting.
5. Programmability: Operator shall be able to modify all setpoints (temperature and airflow), scheduling parameters associated with the unit, tuning and set up parameters, interstage timing parameters, and mode settings. Application-specific block control algorithms may be used to meet the sequence of operations. The ability to customize the control algorithm is not required unless specifically indicated otherwise.
6. LAN Restrictions: Limit the number of nodes on the network to the maximum recommended by the manufacturer.

3.04 CONTROL UNIT REQUIREMENTS

A. Refer to Section 23 09 50 for requirements pertaining to control unit quantity and location.

END OF SECTION

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SECTION 23 09 54
BAS COMMUNICATION DEVICES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Network Integration Devices

1.02 RELATED DOCUMENTS:

A. Section 23 09 50 - Building Automation System (BAS) General
B. Section 23 09 51 - BAS Basic Materials, Interface Devices, and Sensors
C. Section 23 09 53 - BAS Field Panels
D. Section 23 09 55 - BAS Software
E. Section 23 09 58 - Sequences of Operation
F. Section 23 09 59 - BAS Commissioning

1.03 DESCRIPTION OF WORK

A. Contractor shall provide all interface devices and software to provide an integrated system connecting BCs, AACs, ASCs and Gateways to the State network.

PART 2 - PRODUCTS

2.01 NETWORK CONNECTION

A. State WAN: Refer Section 23 09 50 Part 1.11.C.1 - Building Automation System (BAS) General for description of System Architecture.

B. The following BIBBs must be supported on the Local Supervisory LAN using Ethernet either directly or through a gateway:
   1. BACnet Data Sharing Objects (DS-):
      a. Read Property (RP-A) Initiate
      b. Read Property (RP-B) Execute
      c. Read Property Multiple (RPM-A) Initiate
      d. Read Property Multiple (RPM-B) Execute
      e. Write Property (WP-A) Initiate
      f. Write Property (WP-B) Execute
      g. Write Property Multiple (WPM-A) Initiate
      h. Write Property Multiple (WPM-B) Execute
      i. COV Unsubscribed (COVU-A) Initiate
      j. COV Unsubscribed (COVU-B) Execute
   2. BACnet Alarm and Event Object (AE-)
      a. Confirmed Event Notification (N-B) Initiate
      b. Unconfirmed Event Notification (N-B) Initiate

C. Refer to Section 23 09 55 Part III for the BACnet Object naming convention.

2.02 BACNET GATEWAYS

A. Gateways shall be provided to link non-BACnet control products to the BACnet inter-network. All of the functionality described in this section is to be provided by using the BACnet capabilities. Each Gateway shall have the ability to expand the number of BACnet objects of each type supported by 20% to accommodate future system changes.

B. Each Gateway shall provide values for all points on the non-BACnet side of the Gateway to BACnet devices as if the values were originating from BACnet objects. The Gateway shall also provide a way for BACnet devices to modify (write) all points specified by the AOC using standard BACnet services. All points are required to be writable for each site.

C. The Gateway shall implement BACnet schedule objects and permit both read and write access to the schedules from the BC.

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D. Each Gateway shall provide a way to collect and archive or trend (time, value) data pairs.

E. Each Gateway and any devices that the Gateway represents which have time-of-day information shall respond to workstation requests to synchronize the date and time. Each Gateway and any devices that the Gateway represents shall support dynamic device binding and dynamic object binding.

F. All points in the system shall be made network visible through the use of standard BACnet objects or through proprietary BACnet extensions that the workstation also supports. All points shall be writable using standard BACnet services.

G. All devices have a Device Object instance number that is unique throughout the entire inter-network. All BACnet devices shall be configured with a Device Object instance number that is based on the format specified (shown in decimal notation). This includes all physical devices as well as any logical BACnet devices that are physically represented by Gateways.

H. All BACnet Interoperability Building Blocks (BIBBs) are required to be supported for each true BACnet device or Gateway. The Gateway shall support all BIBBs defined in the BACnet Gateway's device profile as defined in the BACnet standard.

2.03 CONTROLLER LOCAL AREA NETWORK INTERFACE DEVICES (LANID)

A. The LANID shall be a microprocessor-based communications device which acts as a gateway/router between the Primary Controlling LAN and the Secondary Controlling LAN. It provides an operator interface. These may be provided within a BC or as a separate device.

B. The LANID shall perform information translation between the Primary Controlling LAN and the Secondary Controlling LAN, supervise communications on a polling Secondary Controlling LAN, and be applicable to systems in which the same functionality is not provided in the BC. In systems where the LANID is a separate device, it shall contain its own microprocessor, RAM, battery, real-time clock, communication ports, and power supply as specified for a BC in Section 23 09 53. Each LANID shall be mounted in a lockable enclosure.

C. Each LANID shall support interrogation, full control, and all utilities associated with all BCs on the Primary Controlling LAN, all AACs and ASCs connected to all Secondary Controlling LANs under the Primary Controlling LAN, and all points connected to those PCUs and SCUs.

D. Upon loss of power to a LANID, the battery shall provide for minimum 100-hour backup of all programs and data in RAM. The battery shall be sealed and self-charging.

E. The LANID shall be transparent to control functions and shall not be required to control information routing on the Primary Controlling LANControlling LANControlling LANControlling LANControlling LAN.

F. All BACnet Interoperability Building Blocks (BIBBs) are required to be supported for each true BACnet device or Gateway. The Gateway shall support all BIBBs defined in the BACnet Gateway's device profile as defined in the BACnet standard.

2.04 LOCAL SUPERVISORY LAN GATEWAYS/ROUTERS

A. The gateway/router shall be a microprocessor-based communications device that acts as a gateway/router between the Supervisory LAN CSSs or OWS and the Controlling LAN.

B. The gateway/router shall perform information translation between the Controlling LAN and the Local Supervisory LAN, and shall use BACnet over IP. When BACnet is used, refer to the requirements of the BACnet Gateways specified herein.

C. The gateway/router shall contain its own microprocessor, RAM, battery, real-time clock, communication ports, and power supply as specified for a BC in Section 23 09 53. Each gateway/router shall be mounted in a lockable enclosure.

D. The gateway/router shall allow centralized overall system supervision, operator interface, management report generation, alarm annunciation, acquisition of trend data, and communication with control units. It shall allow system operators to perform the following functions from the CSS, and OWSs:

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1. Configure systems.
2. Monitor and supervise control of all points.
3. Change control setpoints.
4. Override input values.
5. Override output values
6. Enter programmed start/stop time schedules.
7. View and acknowledge alarms and messages.
8. Receive, store and display trend logs and management reports.
9. Upload/Download programs, databases, etc. as specified.

E. Upon loss of power to the gateway/router, the battery shall provide for minimum 100 hour backup of all programs and data in RAM. The battery shall be sealed and self-charging.

F. The gateway/router shall be transparent to control functions and shall not be required to control information routing on the Controlling LAN

PART 3 - EXECUTION

3.01 INSPECTION:

A. Examine areas and conditions under which control systems are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.02 INSTALLATION OF CONTROL SYSTEMS:

A. General: Install systems and materials in accordance with manufacturer's instructions, roughing-in drawings and details shown on drawings.

B. Contractor shall provide all interface devices and software to provide an integrated system.

C. Contractor shall closely coordinate with the State, or designated representative, to establish IP addresses and communications to assure proper operation of the building control system on the State (DE) network.

END OF SECTION

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SECTION 23 09 55
BAS SOFTWARE AND PROGRAMMING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. System Software
B. Programming Description
C. Control Algorithms
D. Energy Management Applications
E. Password Protection
F. Alarm Reporting
G. Trending
H. Data Acquisition and Storage
I. Point Structuring
J. Dynamic Color Graphics

1.02 RELATED DOCUMENTS:

A. Section 23 09 50 - Building Automation System (BAS) General
B. Section 23 09 51 - BAS Basic Materials, Interface Devices, and Sensors
C. Section 23 09 53 - BAS Field Panels
D. Section 23 09 54 - BAS Communications Devices
E. Section 23 09 59 - BAS Commissioning

1.03 DESCRIPTION OF WORK:

A. Fully configure systems and furnish and install all software, programming and dynamic color graphics for a complete and fully functioning system as specified.
B. Refer to Section 23 09 50 - Building Automation System (BAS) for general requirements
C. Refer to 23 09 58 - Sequence of Operation for specific sequences of operation for controlled equipment.

1.04 LICENSING

A. Include licensing for all software packages at all required workstations.
B. All operator interface, programming environment, networking, database management and any other software used by the Contractor to install the system or needed to operate the system to its full capabilities shall be licensed and provided to the State.
C. All BAS software should be available on CSS(s) provided, and on all Portable Operator Terminals. All software keys to provide all rights shall be installed on CSS. At least 2 sets of media (CD or DVD) shall be provided with backup software and configurations for all software provided, so that the State may reinstall any software as necessary
D. Provide licensing and original software media for each device. Include all BAS software licenses and all required third party software licenses.
E. Upgrade all software packages to the release (version) in effect at the end of the Warranty Period.
F. Refer to Section 23 09 50 - Building Automation System (BAS) General for further requirements.

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PART 2 - PRODUCTS

2.01 SYSTEM SOFTWARE-GENERAL

A. Functionality and Completeness: The Contractor shall furnish and install all software and programming necessary to provide a complete and functioning system as specified. The Contractor shall include all software and programming not specifically itemized in these Specifications, which is necessary to implement, maintain, operate, and diagnose the system in compliance with these Specifications.

B. Configuration: The software shall support the system as a distributed processing network configuration.

2.02 CONTROLLER SOFTWARE

A. BC Software Residency: Each BC as defined below shall be capable of controlling and monitoring of all points physically connected to it. All software including the following shall reside and execute at the BC:
   1. Real-Time Operating System software
   2. Real-Time Clock/Calendar and network time synchronization
   3. BC diagnostic software
   4. LAN Communication software/firmware
   5. Direct Digital Control software
   6. Alarm Processing and Buffering software
   7. Energy Management software
   8. Data Trending, Reporting, and Buffering software
   9. I/O (physical and virtual) database
   10. Remote Communications software

B. AAC/ASC Software Residency: Each AAC/ASC as defined below shall be capable of controlling and monitoring of all points physically connected to it. As a minimum, software including the following shall reside and execute at the AAC/ASC. Other software to support other required functions of the AAC/ASC may reside at the BC or LAN interface device (specified in Section 23 09 54) with the restrictions/exceptions per application provided in Section 23 09 53:
   1. Real-Time Operating System software
   2. AAC/ASC diagnostic software
   3. LAN Communications software
   4. Control software applicable to the unit it serves that will support a single mode of operation
   5. I/O (physical and virtual) database to support one mode of operation

C. Standalone Capability: BC shall continue to perform all functions independent of a failure in other BC/AAC/ASC, CSS, or other communication links to other BCs/AACs/ASCs or CSSs. Trends and runtime totalization shall be retained in memory. Runtime totalization shall be available on all digital input points that monitor electric motor status. Refer also to Section 23 09 53 for other aspects of standalone functionality.

D. Operating System: Controllers shall include a real-time operating system resident in ROM. This software shall execute independently from any other devices in the system. It shall support all specified functions. It shall provide a command prioritization scheme to allow functional override of control functions. Refer also to Section 23 09 53 for other aspects of the controller's operating system.

E. Network Communications: Each controller shall include software/firmware that supports the networking of CUs on a common communications trunk that forms the respective LAN. Network support shall include the following:
   1. Controller communication software shall include error detection, correction, and re-transmission to ensure data integrity.

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2. Operator/System communication software shall facilitate communications between other BCs, all subordinate AACs/ASCs, Gateways and LAN Interface Devices or CSS. Software shall allow point interrogation, adjustment, addition/deletion, and programming while the controller is online and functioning without disruption to unaffected points. The software architecture shall allow networked controllers to share selected physical and virtual point information throughout the entire system.

F. Diagnostic Software: Controller software shall include diagnostic software that checks memory and communications and reports any malfunctions.

G. Alarm/Messaging Software: Controller software shall support alarm/message processing and buffering software as more fully specified below.

H. Application Programs: CUs shall support and execute application programs as more fully specified below:
1. All Direct Digital Control software, Energy Management Control software, and functional block application programming software templates shall be provided in a 'ready-to-use' state, and shall not require (but shall allow) user programming.

I. Security: Controller software shall support multiple level privileges access restriction as more fully specified below.

J. Direct Digital Control: Controller shall support application of Direct Digital Control Logic. All logic modules shall be provided pre-programmed with written documentation to support their application. Provide the following logic modules as a minimum:
1. Proportional-Integral-Derivative (PID) control with analog, PWM and floating output
2. Two Position control (Hi or Low crossing with deadband)
3. Single-Pole Double-Throw relay
4. Delay Timer (delay-on-make, delay-on-break, and interval)
5. Hi/Low Selection
6. Reset or Scaling Module
7. Logical Operators (AND, OR, NOT, XOR)

K. Psychrometric Parameters: Controller software shall provide preprogrammed functions to calculated and present psychrometric parameters (given temperature and relative humidity) including the following as a minimum: Enthalpy, Wet Bulb Temperature.

L. Updating/Storing Application Data: Site-specific programming residing in volatile memory shall be uploadable/downloadable from an OWS or CSS using BACnet services connected locally or through the network. Initiation of an upload or download shall include all of the following methods: Manual, Scheduled, and Automatic upon detection of a loss or change.

M. Restart: System software shall provide for orderly shutdown upon loss of power and automatic restart upon power restoration. Volatile memory shall be retained; outputs shall go to programmed fail-safe (open, closed, or last) position. Equipment restart shall include a user definable time delay on each piece of equipment to stagger the restart. Loss of power shall be alarmed at operator interface indicating date and time.

N. Time Synchronization: Automatic time synchronization shall be provided using BACnet services. Operators shall be able to set the time and date in any device on the network that supports time-of-day functionality. The operator shall be able to select to set the time and date for an individual device, devices on a single network, or all devices simultaneously.

O. Misc. Calculations: System software shall automate calculation of psychometric functions, calendar functions, kWh/kW, and flow determination and totalization from pulsed or analog inputs, curve-fitting, look-up table, input/output scaling, time averaging of inputs and A/D conversion coefficients.

2.03 APPLICATION PROGRAMMING DESCRIPTION

A. The application software shall be user programmable.

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B. This specification generally requires a programming convention that is logical, easy to learn, use, and diagnose. General approaches to application programming shall be provided by one, or a combination, of the following conventions:
   1. Point Definition: Provide templates customized for point type, to support input of individual point information. Use standard BACnet Objects as applicable.
   2. Graphical Block Programming: Manipulation of graphic icon 'blocks', each of which represents a subroutine, in a functional/logical manner forming a control logic diagram. Blocks shall allow entry of adjustable settings and parameters via pop-up windows. Provide a utility that shall allow the graphic logic diagrams to be directly compiled into application programs. Logic diagrams shall be viewable either off-line, or on-line with real-time block output values.
   3. Functional Application Programming: Pre-programmed application specific programs that allow/require limited customization via 'fill-in-the-blanks' edit fields. Typical values would be setpoints gains, associated point names, alarm limits, etc.

C. Provide a means for testing and/or debugging the control programs both off-line and on-line.

2.04 ACCESS PRIVILEGES

A. Multiple-level access privileges shall be provided. A minimum of four (4) levels of access shall be supported.

B. The highest level of access, Administrator Level access, shall allow the BAS administrator to perform application, database, and user management functions.

C. Each login credentials shall be assigned to a pre-defined level of access. Alternately, a comprehensive list of accessibility/functionality items shall be provided, to be enabled or disabled for each user according to the level of access granted.

D. Operators shall be able to perform only those commands available for the access level assigned to their login credentials.

E. Login credentials are stored in the BC's local database. A minimum of 20 user names shall be supported and programmed per the State's direction.

F. Login credentials can be looked up using the Lightweight Directory Access (LDAP) through the BAS server.

G. Strong password shall be used on all login credentials.

H. User-definable, automatic log-off timers from 1 to 60 minutes shall be provided to prevent users from inadvertently leaving interface device unattended.

I. At system handover, all default and Contractor created login credentials for the system shall be provided to the State and all temporary login credentials shall be removed.

2.05 ALARM AND EVENT MANAGEMENT REPORTING

A. Alarm management shall be provided to monitor, buffer, and direct alarms and messages to operator devices and memory files. Each BC shall perform distributed, independent alarm analysis and filtering to minimize operator interruptions due to non-critical alarms, minimize network traffic, and prevent alarms from being lost. At no time shall a BCs ability to report alarms be affected by either operator activity at an OWS or local handheld device, or by communications with other panels on the network.
   1. Alarm Descriptor: Each alarm or point change shall include that point's English language description, and the time and date of occurrence. In addition to the alarm's descriptor and the time and date, the user shall be able to print, display and store an alarm message to more fully describe the alarm condition or direct operator response.
   2. Alarm Prioritization: The software shall allow users to define the handling and routing of each alarm by their assignment to discrete priority levels. A minimum of five (5) priority levels shall be provided - Level 1 Life Safety (i.e. smoke detector), Level 2 Critical (i.e. controller failure), Level 3 Abnormal (i.e. out-of-range temperature), Level 4 Energy Waste (i.e. fighting valves), Level 5 Maintenance Message (i.e. runtime monitor, filter status). For

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each priority level, users shall have the ability to enable or disable an audible tone whenever an alarm is reported and whenever an alarm returns to normal condition. Users shall have the ability to manually inhibit alarm reporting for each individual alarm and for each priority level. Contractor shall coordinate with the State on establishing alarm priority definitions.

3. Alarm Report Routing: Each alarm priority level shall be associated with a unique user-defined list of operator devices including any combination of local or remote workstations, printers and workstation disk files. All alarms associated with a given priority level shall be routed to all operator devices on the user-defined list and/or email to designated State email address (mailbox resource) associated with that priority level. For each priority level, alarms shall be automatically routed to a default operator device in the event that alarms are unable to be routed to any operator device assigned to the priority level.
4. Auto-Dial Alarm Routing: For alarm priority levels that include a mobile device as one of the listed reporting destinations, the BC shall initiate a call to report the alarm, and shall terminate the call after alarm reporting is complete. System shall be capable of multiple retries and buffer alarms until a connection is made. If no connection is made, system shall attempt connection to an alternate mobile device. System shall also be able to dial multiple mobile devices upon alarm activation.
5. Alarm Acknowledgment: For alarm priority levels that are directed to a OWS, an indication of alarm receipt shall be displayed immediately regardless of the application is in use at the OWS, and shall remain on the screen until acknowledged by a user having a privilege that allows alarm acknowledgment. Upon acknowledgment, the complete alarm message string (including date, time, and user name of acknowledging operator) shall be stored in a selected file on the BC or CSS.

B. It shall be possible for any operator to receive a summary of all alarms regardless of acknowledgement status; for which a particular recipient is enrolled for notification; based on current event state; based on the particular BACnet event algorithm (e.g., change of value, change of state, out of range, and so on); alarm priority; and notification class.

C. BACnet Alarming Services: All alarms and events shall be implemented using standard BACnet event detection and notification mechanisms. The workstation shall receive BACnet alarm and event notifications from any gateway or BACnet controller in the system and display them to an operator. Either intrinsic reporting or algorithmic change reporting may be used but the intrinsic reporting method is preferred. The workstation shall also log alarms and events, provide a way for an operator with sufficient privilege to acknowledge alarms, and log acknowledgements of alarms. It shall be possible for an operator to receive, at any time, a summary of all alarms that are currently in effect at any site whether or not they have been acknowledged. Operators shall also be able to view and change alarm limits for any alarm at the appropriate access level.

D. Alarm Historical Database: The database shall store all alarms and events object occurrences in an ODBC or an OLE database-compliant relational database. Provide a commercially available ODBC driver or OLE database data provider, which would allow applications to access the data using standard Microsoft Windows data access services.

2.06 TRENDING

A. The software shall display historical data in both a tabular and graphical format. The requirements of this trending shall include the following:
   1. Provide trends for all physical points, virtual points and calculated variables.
   2. BACnet Trend Objects are preferred but where not possible trend data shall be stored in relational database format as specified in herein under Data Acquisition and Storage.
   3. In the graphical format, the trend shall plot at least 4 different values for a given time period superimposed on the same graph. The 4 values shall be distinguishable by using unique colors. In printed form the 4 lines shall be distinguishable by different line symbology. Displayed trend graphs shall indicate the engineering units for each trended value.
   4. The sample rate and data selection shall be selectable by the operator.

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5. The trended value range shall be selectable by the operator.
6. Where trended values on one table/graph are COV, software shall automatically fill the trend samples between COV entries.

B. Control Loop Performance Trends: Controllers incorporating PID control loops shall also provide high resolution sampling in less than six second increments for verification of control loop performance.

C. Data Buffering and Archiving: Trend data shall be buffered at the BC, and uploaded to hard disk storage when archival is desired. All archived trends shall be transmitted to the CSS. Uploads shall occur based upon a user-defined interval, manual command, or automatically when the trend buffers become full.

D. Time Synchronization: Provide a time master that is installed and configured to synchronize the clocks of all BACnet devices supporting time synchronization. Synchronization shall be done using Coordinated Universal Time (UTC). All trend sample times shall be able to be synchronized. The frequency of time synchronization message transmission shall be selectable by the operator.

2.07 DYNAMIC PLOTTING

A. Provide a utility to dynamically plot in real-time at least four (4) values on a given 2-dimensional dynamic plot/graph with at least two Y-axes. At least five (5) dynamic plots shall be allowed simultaneously.

2.08 DATA ACQUISITION AND STORAGE

A. All points included in the typical equipment point list must be represented in a common, open or accessible format. All points should be provided as BACnet standard analog, binary, schedule, or trend objects when possible. Naming conventions for these points and network addressing are discussed in the 'Point Naming Conventions' paragraph below.

B. Non-BACnet data from the BAS shall be stored in relational database format. The format and the naming convention used for storing the database files shall remain consistent across the database and across time. The relational structure shall allow for storage of any additional data points, which are added to the BAS in future. The metadata/schema or formal descriptions of the tables, columns, domains, and constraints shall be provided for each database.

C. The database shall allow applications to access the data while the database is running. The database shall not require shutting down in order to provide read-write access to the data. Data shall be able to be read from the database without interrupting the continuous storage of trend data being carried by the BAS.

D. The database shall be ODBC or OLE database compliant. Provide a commercially-available ODBC driver or OLE database data provider, which would allow applications to access the data using standard Microsoft Windows data access services.

2.09 TOTALIZATION

A. The software shall support totalizing analog, digital, and pulsed inputs and be capable of accumulating, storing, and converting these totals to engineering units used in the documents. These values shall generally be accessible to the Operator Interfaces to support management-reporting functions.

B. Totalization of electricity use/demand shall allow application of totals to different rate periods, which shall be user definable.

C. When specified to provide electrical or utility Use/Demand, the Contractor shall obtain from the local utility all information required to obtain meter data, including k factors, conversion constants, and the like.

2.10 EQUIPMENT SCHEDULING

A. Provide a graphic utility for user-friendly operator interface to adjust equipment-operating schedules.

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B. All schedules shall be implemented using BACnet objects and messages. All building systems with date and time scheduling requirements shall have schedules represented by the BACnet Schedule object. All operators shall be able to view the entries for a schedule. Operators with sufficient privilege shall be able to modify schedule entries from any BACnet workstation.

C. Scheduling feature shall include multiple seven-day master schedules, plus holiday schedule, each with start time and stop time. Master schedules shall be individually editable for each day and holiday.

D. Scheduling feature shall allow for each individual equipment unit to be assigned to one of the master schedules.

E. Timed override feature shall allow an operator to temporarily change the state of scheduled equipment. An override command shall be selectable to apply to an individual unit, all units assigned to a given master schedule, or to all units in a building. Timed override shall terminate at the end of an operator selectable time, or at the end of the scheduled occupied/unoccupied period, whichever comes first. A privilege level that does not allow assignment of master schedules shall allow a timed override feature.

F. A yearly calendar feature shall allow assignment of holidays, and automatic reset of system real time clocks for transitions between daylight savings time and standard time.

2.11 POINT STRUCTURING AND NAMING

A. General: The intent of this section is to require a consistent means of naming points across all State facilities. Contractor shall configure the systems from the perspective of the Enterprise, not solely the local project. The following requirement establishes a standard for naming points and addressing Buildings, Networks, Devices, Instances, and the like. The convention is tailored towards the BACnet-based format and as such, the interface shall always use this naming convention. true BACnet systems shall also use this naming convention. For non-BACnet systems, the naming convention shall be implemented as much as practical, and any deviations from this naming convention shall be approved by the State. The Contractor shall contact the State to determine the Building number and abbreviation.

B. Point Summary Table
   1. The term 'Point' is a generic description for the class of object represented by analog and binary inputs, outputs, and values in accordance with ASHARE 135 standard.
   2. With each schematic, Contractor shall provide a Point Summary Table listing:
      a. Building number and abbreviation
      b. System type
      c. Equipment type
      d. Point suffix
      e. Full point name (see Point Naming Convention paragraph)
      f. Point description
      g. Ethernet backbone network number
      h. Network number
      i. Device ID
      j. Device MAC address
      k. Object ID (object type, instance number)
      l. Engineering units.
   3. Additional fields for non-BACnet systems shall be appended to each row. Point Summary Table shall be provided in both hard copy and in electronic format (ODBC-compliant).
   4. Point Summary Table shall also illustrate Network Variables/BACnet Data Links Bindings.
   5. The Contractor shall coordinate with the State's representative and compile and submit a proposed Point Summary Table for review prior to any object programming or project startup.
   6. The Point Summary Table shall be kept current throughout the duration of the project by the Contractor as the Master List of all points for the project. Project closeout documents shall include an up-to-date accurate Point Summary Table. The Contractor shall deliver to

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the State the final Point Summary Table prior to Substantial Completion of the system. The Point Summary Table shall be used as a reference and guide during the commissioning process.

7. The Point Summary Table shall contain all data fields on a single row per point. The Point Summary Table is to have a single master source for all point information in the building that is easily sorted and kept up-to-date. Although a relational database of Device ID-to-point information would be more efficient, the single line format is required as a single master table that will reflect all point information for the building. The point description shall be an easily understandable English-language description of the point.
8. Point Summary Table Example
9. Row Headers and Examples
10. (Transpose for a single point per row format)

Campus	RK
Building Number	006
Building Association	ZZ = no association (default to ZZ)
System Type	Cooling
Equipment Type	Chiller
Point Suffix	CHLR1KW
*Point Name (Object Name)	CA0006ZZ.COOLING.CHILLER.CHLR1KW
*Point Description (Object Description)	Chiller 1 kW
Ethernet Network Number	600
Network Number	610
Device ID	1024006
Device MAC address	24
Object Type	AI
Instance Number	4
Engineering Units	KW
Network Variable?	True
Server Device	1024006
Client Devices	1028006
Included with Functional	

C. *Represents information that shall reside in the relevant BACnet property for the object

D. Point Naming Convention

1. All point names shall adhere to the format as established below. Said objects shall include all physical I/O points, calculated points used for standard reports, and all application program parameters. For each BAS object, a specific and unique BACnet object name shall be required.
2. For each point, four (4) distinct descriptors shall be linked to form each unique object name: Building, System, Equipment, and Point. Use alphanumeric characters. Space and special characters are not allowed. Each of the four descriptors must be bound by a period to form the entire object name. Reference the paragraphs below for an example of these descriptors.
3. The State shall designate the Building descriptor. The System descriptor shall further define the object in terms of air handling, cooling, heating, or other system. The Equipment descriptor shall define the equipment category; e.g., Chiller, Air Handler, or other equipment. The Point descriptor shall define the hardware or software type or function associated with the equipment; e.g., supply temperature, water pressure, alarm, mixed air temperature setpoint, etc. and shall contain any numbering conventions for

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multiples of equipment; e.g., CHLR1KW, CHLR2KW, BLR2AL (Boiler 2 Alarm), HWP1ST (Hot Water Pump 1 Status).

4. A consistent object (point) naming convention shall be utilized to facilitate familiarity and operational ease across the BAS network. Inter-facility consistency shall be maintained to ensure transparent operability to the greatest degree possible. The table below details the object naming convention and general format of the descriptor string.
5. BACnet Object Name Requirements

Descriptors		Comment
Campus, Building Number & Building Association	RK0006ZZ AZ0134ZZ	The Master Building List also has the correct abbreviations for each building.
System	AIRHANDLING - EXHAUST - HEATING - COOLING - UTILITY - ENDUSE - MISC	Boilers and ancillary equipment Chillers and ancillary equipment Main electrical and gas meters Specific building loads by type
Equipment	BOILERS - CHILLERS - FACILITY - TOWERS - WEATHER	Non-specific boiler system points - Non-specific chiller system points
Point Suffix	See Input/Output point summary table for conventions	

6. Examples: Within each object name, the descriptors shall be bound by a period. Within each descriptor, words shall not be separated by dashes, spaces, or other separators as follows:
   a. RK0006ZZ.COOLING.CHILLERS.CHWP1ST
   b. RK0006ZZ.HEATING.BOILERS.BLR1CFH

E. Device Addressing Convention:
1. BACnet network numbers and Device Object IDs shall be unique throughout the network.
2. All assignment of network numbers and Device Object IDs shall be coordinated with the State.
3. Each Network number shall be unique throughout all facilities and shall be assigned in the following manner unless specified otherwise:
   a. BBBFF, where: BBB = 1-655 assigned to each building, FF = 00 for building backbone network, 1-35 indicating floors or separate systems in the building.
4. Each Device Object Identifier property shall be unique throughout the system and shall be assigned in the following manner unless specified otherwise:
   a. XXFFBBB, where: XX = number 0 to 40, FF = 00 for building backbone network, 1-35 indicating floors or separate systems in the building. BBB = 1-655 assigned to each building.
5. The BAS Contractor shall coordinate with designated State representative to ensure that no duplicate Device Object IDs occur.
6. Alternative Device ID schemes or cross project Device ID duplication if allowed shall be approved before project commencement by the State.

2.12 OPERATOR INTERFACE GRAPHIC SOFTWARE

A. Graphic software shall facilitate user-friendly interface to all aspects of the System Software specified above. The intent of this specification is to require a graphic package that provides

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for intuitive operation of the systems without extensive training and experience. It shall facilitate logical and simple system interrogation, modification, configuration, and diagnosis.

B. Graphic software shall support multiple simultaneous screens to be displayed and resizable in a web-based environment. All functions excepting text entry functions shall be executable with a mouse.

C. Graphic software shall display current operating mode (i.e. warm-up, dehumidification, et al) for equipment with multiple modes of operation.

D. Graphic software shall provide for multitasking such that other application can be used while the operator is accessing the BAS. Software shall provide the ability to alarm graphically even when operator is in another software package.

E. The software shall be compatible to the current and current minus one versions of Microsoft Windows operating system. The software shall allow for the State's creation of user-defined, color graphic displays of geographic maps, building plans, floor plans, and mechanical and electrical system schematics. These graphics shall be capable of displaying all point information from the database including any attributes associated with each point (i.e., engineering units, etc.). In addition, operators shall be able to command equipment or change setpoints from a graphic through the use of a pointing device; e.g. mouse and touch screen.

F. Screen Penetration: The operator interface shall allow users to access the various system graphic screens via a graphical penetration scheme by using the pointing device to select from menus or 'button' icons. Each graphic screen shall be capable of having a unique list of other graphic screens that are directly linked through the selection of a menu item or button icon.

G. Dynamic Data Displays: Dynamic physical point values shall automatically updated at a minimum frequency of 6 updates per minute without operator intervention. Point value fields shall be displayed with a color code depicting normal, abnormal, override and alarm conditions.

H. Point Override Feature: Each displayed point shall be individually enabled/disabled to allow pointing device driven override of digital points or changing of analog points. Such overrides or changes shall occur in the control unit, not just in the BAS software. The graphic point override feature shall be subject to privilege level protection. Points that are overridden shall be reported as an alarm, and shall be displayed in a coded color. The alarm message shall include the operator's login name. A list of points that are currently in an override state shall be available through menu selection and include the time/date of the override along with the operator's login name that initiated that override.

I. Dynamic Symbols: Provide a selection of standard symbols that change in appearance based on the value of an associated point.
   1. Analog symbol: Provide a symbol that represents the value of an analog point as the length of a line or linear bar.
   2. Digital symbol: Provide symbols such as switches, pilot lights, rotating fan wheels, etc. to represent the value of digital input and output points.
   3. Point Status Color: Graphic presentations shall indicate different colors for different point statuses. (For instance, green = normal, red = alarm, gray (or '???') for non-response.

J. Graphics Development Package: Graphic development and generation software shall be provided to allow the user to add, modify, or delete system graphic displays.
   1. The Contractor shall provide libraries of pre-engineered screens and symbols depicting standard air handling unit components (e.g. fans, cooling coils, filters, dampers, etc.), mechanical system components (e.g., pumps, chillers, cooling towers, boilers, etc.), complete mechanical systems (e.g. constant volume-terminal reheat, VAV, etc.) and electrical symbols.
   2. The Graphic Development Package shall use a pointing device to allow the user to perform the following:
      a. Define symbols
      b. Position items on graphic screens
      c. Attach physical or virtual points to a graphic

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d. Define background screens
e. Define connecting lines and curves
f. Locate, orient and size descriptive text
g. Define and display colors for all elements
h. Establish correlation between symbols or text and associated system points or other displays
i. Create hot spots or link triggers to other graphic displays or other functions in the software

K. Graphic images shall reside on the CSS.

L. The software shall be capable of initiating communication between the BC and the CSS:
1. Upon user command, to perform all specified functions.
2. In accordance with user-programmed time schedules to report alarms and upload trend and report data to the CSS.

M. The software shall automatically terminate the communication when all specified functions are completed.

PART 3 - EXECUTION

3.01 SYSTEM CONFIGURATION

A. Contractor shall thoroughly and completely configure BAS system software, supplemental software, network communications, BC and CSS, if necessary .

3.02 SITE-SPECIFIC APPLICATION PROGRAMMING

A. Provide all database creation and site-specific application control programming as required by these Specifications, national and local standards and for a fully functioning system. Contractor shall provide all initial site-specific application programming and thoroughly document programming. Generally meet the intent of the written sequences of operation. It is the Contractor's responsibility to request clarification on sequence issues that require such clarification.

B. All site-specific programming shall be fully documented and submitted for review and approval, both prior to downloading into the panel, at the completion of functional performance testing, and at the end of the warranty period.

C. All programming, graphics and data files must be maintained in a logical system of directories with self-explanatory file names. All files developed for the project will be the property of the State and shall remain on the BC and CSS at the completion of the project.

3.03 PRIVILEGE LEVELS SETUP

A. Set up the following privilege levels to include the specified capabilities:
1. Level 1: (State's BAS Administrator)
a. Level 2 capabilities
b. Configure system software
c. Modify graphic software
d. View, add, change and delete user login credentials and privilege levels
e. All unrestricted system capabilities including all network management functions.
2. Level 1a (Contractor Technician)
a. Level 2 capabilities
b. Configure system software
c. Modify graphic software
3. Level 2: (Maintenance Manager)
a. Level 3 capabilities
b. Modify control unit programs
4. Level 3: (Senior BAS Technician)
a. Level 4 capabilities
b. Override output points

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c. Change setpoints
d. Change equipment schedules

5. Level 4: (Junior BAS Technician and Trainee)
   a. Level 5 capabilities
   b. Acknowledge alarms
   c. Temporarily override equipment schedules
6. Level 5: (Read Only)
   a. Display all graphic data
   b. Trend point data

B. Contractor shall assist:
1. State's BAS Administrator with assigning user login credentials and privilege levels, configure system software and modify graphic software.
2. Maintenance Manger with modifying control unit programs.

3.04 POINT PARAMETERS

A. Provide the following minimum programming for each analog input:
1. Name
2. Address
3. Scanning frequency or COV threshold
4. Engineering units
5. Offset calibration and scaling factor for engineering units
6. High and low alarm values and alarm differentials for return to normal condition
7. High and low value reporting limits (reasonableness values), which shall prevent control logic from using shorted or open circuit values.
8. Default value to be used when the actual measured value is not reporting. This is required only for points that are transferred across the primary and/or secondary controlling networks and used in control programs residing in control units other than the one in which the point resides. Events causing the default value to be used shall include failure of the control unit in which the point resides, or failure of any network over which the point value is transferred.
9. Selectable averaging function that shall average the measured value over a user selected number of scans for reporting.

B. Provide the following minimum programming for each analog output:
1. Name
2. Address
3. Output updating frequency
4. Engineering units
5. Offset calibration and scaling factor for engineering units
6. Output Range
7. Default value to be used when the normal controlling value is not reporting.

C. Provide the following minimum programming for each digital input:
1. Name
2. Address
3. Engineering units (on/off, open/closed, freeze/normal, etc.)
4. Debounce time delay
5. Message and alarm reporting as specified
6. Reporting of each change of state, and memory storage of the time of the last change of state
7. Totalization of on-time (for all motorized equipment status points), and accumulated number of off-to-on transitions.

D. Provide the following minimum programming for each digital output:
1. Name

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2. Address
3. Output updating frequency
4. Engineering units (on/off, open/closed, freeze/normal, etc.)
5. Direct or Reverse action selection
6. Minimum on-time
7. Minimum off-time
8. Status association with a DI and failure alarming (as applicable)
9. Reporting of each change of state, and memory storage of the time of the last change of state.
10. Totalization of on-time (for all motorized equipment status points), and accumulated number of off-to-on transitions.
11. Default value to be used when the normal controlling value is not reporting.

3.05 TRENDS

A. Contractor shall establish and store trend logs. Trend logs shall be prepared for each physical input and output point, and all dynamic virtual points such as setpoints subject to a reset schedule, intermediate setpoint values for cascaded control loops, and the like as directed by the State.

B. The State will analyze trend logs of the system operating parameters to evaluate normal system functionality. Contractor shall establish these trends and ensure they are being stored properly.
   1. Data shall include a single row of field headings and the data thereafter shall be contiguous. Each record shall include a date and time field or single date stamp. Recorded parameters for a given piece of equipment or component shall be trended at the same intervals and be presented in a maximum of two separate 2-dimensional formats with time being the row heading and field name being the column heading.

C. Sample times indicated as COV (±) or change-of-value mean that the changed parameter only needs to be recorded after the value changes by the amount listed. When output to the trending file, the latest recorded value shall be listed with any given time increment record. The samples shall be filled with the latest values also if the points include different time intervals. If the BAS does not have the capability to record based on COV, the parameter shall be recorded based on the interval common to the unit.

D. Trending intervals or COV thresholds shall be dictated by the State upon system start-up.

E. The Contractor shall demonstrate functional trends as specified for a period of 30 days after successful system demonstration before Substantial Completion of the system.

3.06 TREND GRAPHS

A. Prepare controller and graphic software to display graphical format trends. Trended values and intervals shall be the same as those specified.

B. Lines shall be labeled and shall be distinguishable from each other by using either different line types, or different line colors.

C. Indicate engineering units of the y-axis values; e.g. degrees F., inches w.g., Btu/lb, percent open, etc.

D. The y-axis scale shall be chosen so that all trended values are in a readable range. Do not mix trended values on one graph if their unit ranges are incompatible.

E. Trend outside air temperature, humidity, and enthalpy during each period in which any other points are trended.

F. All points trended for one subsystem (e.g. air handling unit, chilled water system, etc.) shall be trended during the same trend period.

G. Each graph shall be clearly labeled with the subsystem title, date, and times.

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3.07 ALARMS

A. Override Alarms: Any point that is overridden through the override feature of the graphic software shall be reported as a Level 3 alarm.

B. Analog Input Alarms: For each analog input, program an alarm message for reporting whenever the analog value is outside of the programmed alarm limits. Report a 'Return-to-Normal' message after the analog value returns to the normal range, using a programmed alarm differential. The alarm limits shall be individually selected by the Contractor based on the following criteria:
   1. Space temperature, except as otherwise stated in sequence of operation: Level 3
      a. Low alarm: 64°F
      b. Low return-to-normal: 68°F
      c. High alarm: 85°F
      d. High return-to-normal: 80°F
   2. Controlled media temperature other than space temperature (e.g. AHU discharge air temperature, steam converter leaving water temperature, condenser water supply, chilled water supply, etc.): Level 3 (If controlled media temperature setpoint is reset, alarm setpoints shall be programmed to follow setpoint)
      a. Low alarm: 3°F below setpoint
      b. Low return-to-normal: 2°F below setpoint
      c. High alarm: 3°F above setpoint
      d. High return-to-normal: 2°F above setpoint.
   3. AHU mixed air temperature: Level 4
      a. Low alarm: 45°F
      b. Low return-to-normal: 46°F
      c. High alarm: 90°F
      d. High return-to-normal: 89°F
   4. Duct Pressure:
      a. Low alarm: 0.5”w.g. below setpoint
      b. Low return-to-normal: 0.25”w.g. below setpoint
      c. High alarm: 0.5”w.g. above setpoint
      d. High return-to-normal: 0.25”w.g. above setpoint
   5. Space humidity:
      a. Low alarm: 35%
      b. Low return-to-normal: 40%
      c. High alarm: 75%
      d. High return-to-normal: 70%

C. HOA Switch Tampering Alarms: The Sequences of Operation are based on the presumption that motor starter Hand-Off-Auto (HOA) switches are in the 'Auto' position. [If a motorized equipment unit starts without a prior start command from the FMS, (as sensed by status sensing device), then FMS shall perform the remaining sequence as specified.] BAS shall also enunciate the following Level 5 alarm message if status indicates a unit is operational when the run command is not present:
   1. DEVICE XXXX FAILURE: Status is indicated on the device even though it has been commanded to stop. Check the HOA switch, control relay, status sensing device, contactors, and other components involved in starting the unit. Acknowledge this alarm when the problem has been corrected.

D. Maintenance Alarms: Enunciate Level 5 alarms when runtime accumulation exceeds a value specified by the operator
   1. DEVICE XXXX REQUIRES MAINTENANCE. Runtime has exceeded specified value since last reset.

E. See requirements for additional equipment-specific alarms specified in Section 23 09 59 - Sequences of Operation.

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3.08 GRAPHIC SCREENS

A. Floor Plan Screens: The contract document drawings will be made available to the Contractor in AutoCAD (current version) format upon request. These drawings may be used only for developing backgrounds for specified graphic screens; however the State does not guarantee the suitability of these drawings for the Contractor's purpose.
   1. Provide graphic floor plan screens for each [floor] [wing] [tower] [other] of the building. Indicate the location of all equipment that is not located on the equipment room screens. Indicate the location of temperature sensors associated with each temperature-controlled zone (i.e., VAV terminals, fan-coils, single-zone AHUs, etc.) on the floor plan screens. [Zone background color shall change based on the temperature offset from setpoint]. Display the space temperature point adjacent to each temperature sensor symbol. Use a distinct line symbol to demarcate each terminal unit zone boundary. Use distinct colors to demarcate each air handling unit zone. [Mechanical floor plan drawings will be made available to the contractor upon request for the purpose of determining zone boundaries.] Indicate room numbers as provided by the State. Provide a drawing link from each space temperature sensor symbol and equipment symbol shown on the graphic floor plan screens to each corresponding equipment schematic graphic screen.
   2. Provide graphic floor plan screens for each mechanical equipment room and a plan screen of the roof. Indicate the location of each item of mechanical equipment. Provide a drawing link from each equipment symbol shown on the graphic plan view screen to each corresponding mechanical system schematic graphic screen.
   3. If multiple floor plans are necessary to show all areas, provide a graphic building key plan. Use elevation views and/or plan views as necessary to graphically indicate the location of all of the larger scale floor plans. Link graphic building key plan to larger scale partial floor plans. Provide links from each larger scale graphic floor plan screen to the building key plan and to each of the other graphic floor plan screens.
   4. Provide a graphic site plan with links to and from each building plan.

B. System Schematic Screens: Provide graphic system schematic screen for each subsystem controlled with each I/O point in the project appearing on at least one graphic screen. System graphics shall include flow diagrams with status, setpoints, current analog input and output values, operator commands, etc. as applicable. General layout of the system shall be schematically correct. Input/output devices shall be shown in their schematically correct locations. Include appropriate engineering units for each displayed point value. Verbose names (English language descriptors) shall be included for each point on all graphics; this may be accomplished by the use of a hover box when the operator moves the cursor over the displayed point. Indicate all adjustable setpoints on the applicable system schematic graphic screen or, if space does not allow, on a supplemental linked-setpoint screen.
   1. Provide graphic screens for each air handling system. Indicate outside air temperature and enthalpy, and mode of operation as applicable (i.e., occupied, unoccupied, warm-up, cool-down). Link screens for air handlers to the heating system and cooling system graphics. Link screens for supply and exhaust systems if they are not combined onto one screen.
   2. Provide a graphic screen for each zone. Provide links to graphic system schematic screens of air handling units that serve the corresponding zone.
   3. Provide a cooling system graphic screen showing all points associated with the chillers, cooling towers and pumps. Indicate outside air dry-bulb temperature and calculated wet-bulb temperature. Link screens for chilled water and condenser water systems if they cannot fit onto one cooling plant graphic screen.
   4. Link screens for heating and cooling system graphics to utility history reports showing current and monthly electric uses, demands, peak values, and other pertinent values.

C. Bar Chart Screens: On each graphic Bar Chart Screen, provide drawing links to the graphic air handling unit schematic screens.
   1. Provide a graphic chilled water valve screen showing the analog output signal of all chilled water valves in a bar chart format, with signals expressed as percentage of fully open

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valve (percentage of full cooling). Indicate the discharge air temperature and setpoint of each air handling unit, cooling system chilled water supply and return temperatures and the outside air temperature and humidity on this graphic. Provide drawing links between the graphic cooling plant screen and this graphic screen.

2. Provide a graphic heating water valve screen showing the analog output signal of all air handling unit heating water valves in a bar chart format, with signals expressed as percentage of fully open valve (percentage of full heating). Indicate the temperature of the controlled medium (such as AHU discharge air temperature or zone hot water supply temperature) and the associated setpoint and the outside air temperature and humidity.

D. Alarms: Each programmed alarm shall appear on at least one graphic screen. In general, alarms shall be displayed on the graphic system schematic screen for the system that the alarm is associated with (for example, chiller alarm shall be shown on graphic cooling system schematic screen). For all graphic screens, display analog values that are in a 'high alarm' condition in a red color, 'low alarm' condition in a blue color. Indicate digital values that are in alarm condition in a red color.

END OF SECTION 23 09 55

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SECTION 23 09 59
BAS SYSTEM COMMISSIONING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. BAS and equipment testing and start-up
B. Validation of proper and thorough installation of BAS and equipment
C. Functional testing of control systems
D. Documentation of tests, procedures, and installations
E. Coordination of BAS training
F. Documentation of BAS Operation and Maintenance materials

1.02 RELATED SECTIONS:

A. Section 23 09 50 - BAS General Requirements
B. Section 23 09 51 - BAS Basic Materials and Devices
C. Section 23 09 53 - BAS Field Panels
D. Section 23 09 54 - BAS Communication Devices
E. Section 23 09 55 - BAS Software and Programming

1.03 GENERAL DESCRIPTION

A. This section defines responsibilities of the Controls Contractor to commission the BAS.
B. The following is written based on the use of a separate Commissioning Authority (CA). If that is not the case on the project, the Contractor must still start up and commission the BAS. Therefore edit the responsibilities as appropriate for the project commissioning requirements.

1.04 CONTRACTOR RESPONSIBILITIES

A. Completely install and thoroughly inspect, startup, test, adjust, balance, and document all systems and equipment.
B. Assist Commissioning Authority in performing verification and performance testing. This will generally include the following:
   1. Attend Commissioning (Cx) progress and coordination meetings.
   2. Prepare and submit required draft forms and systems information.
   3. Establish trend logs of system operation as specified herein.
   4. Demonstrate system operation.
   5. Manipulate systems and equipment to facilitate testing.
   6. Provide instrumentation necessary for verification and performance testing.
   7. Manipulate control systems to facilitate verification and performance testing.
   8. Train State's Representatives as specified in Part III of this section.
C. Provide a BAS Technician to work at the direction of Commissioning Authority for software optimization assistance for a minimum of [16] hours. Refer to Part 3 for a description of the software optimization.

1.05 SEQUENCING

A. The following list outlines the general sequence of events for submittals and commissioning:
   1. Submit product data and shop drawings, and receive approval.
   2. Submit BAS logic documentation, and receive approval.
   3. Submit Start-Up Checklists and manufacturer's start-up procedures for all equipment provided by the BAS Contractor.
   4. Install BAS.
   5. Submit BAS Start-Up Test Agenda and Schedule for review.
   6. Receive BAS start up Test Agenda/schedule approval.

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7. Submit Training Plan.
8. Simulate sequencing and debug program off-line to the extent practical.
9. Place systems under BAS control where applicable during a scheduled outage.
10. Perform BAS start up where applicable during a scheduled outage.
11. Prepare and initiate trend log data storage and format trend graphs.
12. Submit completed BAS Start-Up Reports and initial draft of the O&M Manuals.
13. Receive BAS Start Up Report approval and approval to schedule Demonstrations and Commissioning.
14. Demonstrate systems to Commissioning Authority and The State.
15. Submit Trend Logs in format specified.
16. Receive demonstration approval and approval to schedule Acceptance Period.
17. Train The State on BAS operation and maintenance.
18. Substantial Completion.
19. Begin Acceptance Phase.
20. Two week Operational Test.
21. Perform Functional Performance Testing.
22. Receive Acceptance Period approval, which is Functional Completion for the BAS.
23. Train The State on final sequences and modes of operation.
24. Install framed control drawings. (See Section 23 09 50/1.09/G)
25. Provide Level 1 password access to the State.
26. Revise and re-submit record drawings and O&M Manuals.
27. Substantial Completion.
28. Begin Warranty Phase.
29. Schedule and begin Opposite Season acceptance period.
30. Receive Opposite Season acceptance period approval.
31. Submit as-built drawings and O&M Manuals.
32. Update framed control drawings. (See Section 23 09 50/1.09/G)
33. Complete State personnel Training.
34. End-of-Warranty date/period.

PART 2 - PRODUCTS

2.01 INSTRUMENTATION

A. Instrumentation required to verify readings and test the system and equipment performance shall be provided by Contractor and made available to Commissioning Authority. Generally, no testing equipment will be required beyond that required to perform Contractors work under these Contract Documents. All equipment used for testing and calibration shall be NIST/NBS traceable and calibrated within the preceding 6-month period. Certificates of calibration shall be submitted.

2.02 TAB & COMMISSIONING PORTABLE OPERATORS TERMINAL

A. For new projects, Contractor shall provide a portable operators terminal or hand held device to facilitate Testing, Adjusting, and Balancing (TAB) and calibration. This device shall support all functions and allow querying and editing of all parameters required for proper calibration and start up.

B. Connections shall be provided local to the device being calibrated. For instance, for VAV boxes, connection of the operator's terminal shall be either at the sensor or at the terminal box. Otherwise a wireless system shall be provided to facilitate this local functionality.

PART 3 - EXECUTION

3.01 BAS START-UP TESTING, ADJUSTING, CALIBRATION

A. Work and/or systems installed under this Division shall be fully functioning prior to Demonstration and Acceptance Phase. Contractor shall start, test, adjust, and calibrate all work and/or systems under this Contract, as described below:

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1. Inspect the installation of all devices. Review the manufacturer's installation instructions and validate that the device is installed in accordance with them.
2. Verify proper electrical voltages and amperages, and verify that all circuits are free from faults.
3. Verify integrity/safety of all electrical connections.
4. Test, calibrate, and set all digital and analog sensing and actuating devices. Calibrate each instrumentation device by making a comparison between the BAS display and the reading at the device, using an instrument traceable to the National Bureau of Standards, which shall be at least twice as accurate as the device to be calibrated (e.g., if field device is +/-0.5% accurate, test equipment shall be +/-0.25% accurate over same range). Record the measured value and displayed value for each device in the BAS Start Up Report.
5. Check and set zero and span adjustments for all transducers and transmitters.
6. Check each digital control point by making a comparison between the control command at the CU and the status of the controlled device. Check each digital input point by making a comparison of the state of the sensing device and the Operator Interface display. Record the results for each device in the BAS Start-Up Report.
7. For outputs to reset other manufacturer's devices (for example, VSDs) and for feedback from them, calibrate ranges to establish proper parameters. Coordinate with representative of the respective manufacturer and obtain their approval of the installation.
8. Verify proper sequences by using the approved checklists to record results and submit with BAS Start-Up Report. Verify proper sequence and operation of all specified functions.
9. Verify that all safety devices trip at appropriate conditions. Adjust setpoints accordingly.
10. Tune all control loops to obtain the fastest stable response without hunting, offset or overshoot. Record tuning parameters and response test results for each control loop in the BAS Start Up Report. Except from a startup, maximum allowable variance from set point for controlled variables under normal load fluctuations shall be as follows. Within 3 minutes of any upset (for which the system has the capability to respond) in the control loop, tolerances shall be maintained (exceptions noted):
    a. Space Temperature: ±2°F
11. For interface and DDC control panels:
    a. Ensure devices are properly installed with adequate clearance for maintenance and with clear labels in accordance with the record drawings.
    b. Ensure that terminations are safe, secure and labeled in accordance with the record drawings.
    c. Check power supplies for proper voltage ranges and loading.
    d. Ensure that wiring and tubing are run in a neat and workman-like manner, either bound or enclosed in trough.
    e. Check for adequate signal strength on communication networks.
    f. Check for standalone performance of controllers by disconnecting the controller from the LAN. Verify the event is annunciated at Operator Interfaces. Verify that the controlling LAN reconfigures as specified in the event of a LAN disconnection.
    g. Ensure that all outputs and devices fail to their proper positions/states.
    h. Ensure that buffered and/or volatile information is held through power outage.
    i. With all system and communications operating normally, sample and record update/annunciation times for critical alarms fed from the panel to the Operator Interface.
    j. Check for adequate grounding of all DDC panels and devices.
12. For Operator Interfaces:
    a. Verify that all elements on the graphics are functional and are properly bound to physical devices and/or virtual points, and that hot links or page jumps are functional and logical.
    b. Output all specified BAS reports for review and approval.

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c. Verify that the alarm printing and logging is functional and per requirements.
d. Verify that trends are archiving to disk and provide a sample to the [Commissioning Authority and] State for review.
e. Verify that paging/dial-out alarm annunciation is functional.
f. Verify the functionality of remote Operator Interfaces and that a robust connection can be established consistently.
g. Verify that required third party software applications required with the bid are installed and are functional.

13. Start-up and check out control air compressors, air drying, and filtering systems in accordance with the appropriate section and with manufacturer's instructions.
14. Verify proper interface with fire alarm system.

B. Submit Start-Up Test Report: Report shall be completed, submitted, and approved prior to Substantial Completion.

3.02 SENSOR CHECKOUT AND CALIBRATION

A. General Checkout: Verify that all sensor locations are appropriate and are away from causes of erratic operation. Verify that sensors with shielded cable are grounded only at one end. For sensor pairs that are used to determine a temperature or pressure difference, make sure they are reading within 0.2°F of each other for temperature and within a tolerance equal to 2% of the reading of each other for pressure. Tolerances for critical applications may be tighter.

B. Calibration: Calibrate all sensors using one of the following procedures:
1. Sensors Without Transmitters - Standard Application: Make a reading with a calibrated test instrument within 6 inches of the site sensor at various points across the range. Verify that the sensor reading (via the permanent thermostat, gage or BAS) is within the tolerances specified for the sensor. If not, adjust offset and range, or replace sensor. Where sensors are subject to wide variations in the sensed variable, calibrate sensor within the highest and lowest 20% of the expected range.
2. Sensors With Transmitters - Standard Application: Disconnect sensor. Connect a signal generator in place of sensor. Connect ammeter in series between transmitter and BAS control panel. Using manufacturer's resistance-temperature data, simulate minimum desired temperature. Adjust transmitter potentiometer zero until the ammeter reads 4 mA. Repeat for the maximum temperature matching 20 mA to the potentiometer span or maximum and verify at the OI. Record all values and recalibrate controller as necessary to conform to tolerances. Reconnect sensor. Make a reading with a calibrated test instrument within 6 inches of the site sensor. Verify that the sensor reading (via the permanent thermostat, gage or BAS) is within the tolerances specified. If not, replace sensor and repeat. For pressure sensors, perform a similar process with a suitable signal generator.

C. Sensor Tolerance: Sensors shall be within the tolerances specified for the device. Refer to Section 23 09 51.

3.03 BAS DEMONSTRATION

A. Demonstrate the operation of the BAS hardware, software, and all related components and systems to the satisfaction of the Commissioning Authority and State. Schedule the demonstration with the State's representative 1 week in advance. Demonstration shall not be scheduled until all hardware and software submittals, and the Start-Up Test Report are approved. If the Work fails to be demonstrated to conform with Contract specifications, so as to require scheduling of additional site visits by the Commissioning Authority for re-demonstration, Contractor shall reimburse The State for costs of subsequent Commissioning Authority site visits.

B. The Contractor shall supply all personnel and equipment for the demonstration, including, but not limited to, instruments, ladders, etc. Contractor-supplied personnel must be competent with and knowledgeable of all project-specific hardware, software, and the HVAC systems. All training documentation and submittals shall be at the job site.

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C. Demonstration shall typically involve small representative samples of systems/equipment randomly selected by the State and CA.

D. The system shall be demonstrated following the same procedures used in the Start-Up Test by using the approved Commissioning Checklists. Demonstration shall include, but not necessarily be limited to, the following:
   1. Demonstrate that required software is installed on BAS workstations. Demonstrate that graphic screens, alarms, trends, and reports are installed as submitted and approved.
   2. Demonstrate that points specified and shown can be interrogated and/or commanded (as applicable) from all workstations, as specified.
   3. Demonstrate that remote dial-up communication abilities are in accordance with these Specifications.
   4. Demonstrate correct calibration of input/output devices using the same methods specified for the Start-Up Tests. A maximum of 10 percent of I/O points shall be selected at random by the Commissioning Authority and/or State for demonstration. Upon failure of any device to meet the specified end-to-end accuracy, an additional 10 percent of I/O points shall be selected at random by Commissioning Authority for demonstration. This process shall be repeated until 100 percent of randomly selected I/O points have been demonstrated to meet specified end-to-end accuracy.
   5. Demonstrate that all DDC and other software programs exist at respective field panels. The Direct Digital Control (DDC) programming and point database shall be as submitted and approved.
   6. Demonstrate that all DDC programs accomplish the specified sequences of operation.
   7. Demonstrate that the panels automatically recover from power failures, as specified.
   8. Demonstrate that the stand-alone operation of panels meets the requirements of these Specifications. Demonstrate that the panels' response to LAN communication failures meets the requirements of these Specifications.
   9. Identify access to equipment selected by Commissioning Authority. Demonstrate that access is sufficient to perform required maintenance.
   10. Demonstrate that required trend graphs and trend logs are set up per the requirements. Provide a sample of the data archive. Indicate the file names and locations.

E. BAS Demonstration shall be completed and approved prior to Substantial Completion.

F. Any tests successfully completed during the demonstration will be recorded as passed for the functional performance testing and will not have to be retested.

3.04 BAS ACCEPTANCE PERIOD

A. After approval of the BAS Demonstration and prior to Contract Close Out Acceptance Phase shall commence. Acceptance Period shall not be scheduled until all HVAC systems are in operation and have been accepted, all required cleaning and lubrication has been completed (i.e., filters changed, piping flushed, strainers cleaned, and the like), and TAB report has been submitted and approved. Acceptance Period and its approval will be performed on a system-by-system basis if mutually agreed upon by the Contractor and the State of Delaware.

B. Operational Test: At the beginning of the Acceptance Phase, the system shall operate properly for two weeks without malfunction, without alarm caused by control action or device failure, and with smooth and stable control of systems and equipment in conformance with these specifications. At the end of the two weeks, contractor shall forward the trend logs to the Commissioning Authority for review. Commissioning Authority shall determine if the system is ready for functional performance testing and document any problems requiring contractor attention.
   1. If the systems are not ready for functional performance testing, Contractor shall correct problems and provide notification to the State's representative that all problems have been corrected. The Acceptance Period shall be restarted at a mutually scheduled time for an additional one-week period. This process shall be repeated until Commissioning Authority issues notice that the BAS is ready for functional performance testing.

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C. During the Acceptance Period, the contractor shall maintain a hard copy log of all alarms generated by the BAS. For each alarm received, Contractor shall diagnose the cause of the alarm, and shall list on the log for each alarm, the diagnosed cause of the alarm, and the corrective action taken. If in the Contractor's opinion, the cause of the alarm is not the responsibility of the Contractor, Contractor shall immediately notify the State's representative.

3.05 TREND LOGS

A. Contractor shall configure and analyze all trends required under Section 23 09 55.

3.06 TREND GRAPHS

A. Trend graphs as specified in Section 23 09 55 shall generally be used during the Acceptance Phase to facilitate and document testing. Prepare controller and workstation software to display graphical format trends during the Acceptance Period. Trend graphs shall demonstrate compliance with contract documents.

B. Each graph shall be clearly labeled with HVAC subsystem title, date, and times.

3.07 BAS OPERATOR TRAINING AND O&M MANUALS

A. Provide up to 4 complete sets of the approved Operations and Maintenance (O&M) Manuals (hard copy and one electronic copy) to be used for training.

B. Contractor shall submit a Training Plan for the scope of training for which they are responsible. Training Plan shall be forwarded to the Division 23 Contractor who will compile, organize, format, and forward to the Engineer for review.

C. On-Site Training: Provide services of controls contractor's qualified technical personnel for [five] 8-hour days to instruct State's personnel in operation and maintenance of BAS. Instruction shall be in classroom setting at the project site for appropriate portions of the training. Training may be in non-contiguous days at the request of the State. The State's representative shall notify contractor 1 week in advance of each day of requested training. The Contractor's designated training personnel shall meet with the Engineer and State's representative for the purpose of discussing and fine-tuning the training agenda prior to the first training session. Training agenda shall generally be as follows:
   1. Basic Operator Workstation (OWS) Training - For all potential users of the OWS:
      a. Brief walk-through of building, including identification of all controlled equipment and condensed demonstration of controller portable and built-in operator interface device display capabilities.
      b. Brief overview of the various parts of the O&M Manuals, including hardware and software programming and operating publications, catalog data, controls installation drawings, and DDC programming documentation.
      c. Demonstration of workstation login/logout procedures, password setup, and exception reporting.
      d. Demonstration of workstation menu penetration and broad overview of the various workstation features.
      e. Overview of systems installed.
      f. Present all site-specific point naming conventions and points lists, open protocol information, configuration databases, back-up sequences, upload/download procedures, and other information as necessary to maintain the integrity of the BAS.
      g. Overview of alarm features.
      h. Overview of trend features.
      i. Overview of workstation reports.
   2. BAS Hardware Training - For Maintenance and Control Technicians
      a. Review of installed components and how to install/replace, maintain, commission, and diagnose them
   3. BAS Technician Training
      a. Introduction to controller programming and overview of the programming application interface.

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b. General review of sequence of operation and control logic for the project site, including standalone and fail-safe modes of operation.
c. Uploading/Downloading and backing up programs.
d. Network administration.
e. Review of setpoint optimization and fine-tuning concepts.

4. Advanced Training: Advanced Training shall be provided for one (1) individual and be provided at an off-site training facility containing installations of the proposed system. Contractor shall pay training registration and materials fee and the State shall pay all employee expenses (travel, per diem, salary).
   a. Contractor shall provide the standard, advanced training offering on all Control Programming Applications.
   b. Contractor shall provide the standard, advanced training offering on Advanced Installation, Configuration, Maintenance, and Network Administration.
   c. For Echelon-based systems, advanced training shall include a Lon systems integration course.

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SECTION 23 21 13
HYDRONIC PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pipe and pipe fittings for:
   1. Equipment drains and overflows.

B. Pipe hangers and supports.

C. Unions, flanges, and dielectric connections.

D. Valves:
   1. Check valves.

1.02 RELATED REQUIREMENTS

A. Section 23 05 48 - Vibration and Seismic Controls for HVAC.

B. Section 23 07 19 - HVAC Piping Insulation.

1.03 REFERENCE STANDARDS

A. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Qualification Standard for Welding, Brazing, and Fusing Procedures; Welders; Brazers; and Welding, Brazing, and Fusing Operators; 2023.

B. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2021.

C. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings; 2021.

D. ASME B31.9 - Building Services Piping; 2020.

E. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings; The American Society of Mechanical Engineers; 2001 (R2005).

F. ASME B31.9 - Building Services Piping; The American Society of Mechanical Engineers; 2008 (ANSI/ASME B31.9).

G. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.

H. ASTM B32 - Standard Specification for Solder Metal; 2020.

I. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2022.

J. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric); 2020.

K. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers; 2024.

L. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2018, with Amendment (2019).

1.04 SUBMITTALS

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

B. Product Data: Include data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalogue information. Indicate valve data and ratings.

C. Welders Certificate: Include welders certification of compliance with ASME BPVC-IX.

D. Product Data:
   1. Include data on pipe materials, pipe fittings, valves, and accessories.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section, with minimum three years of documented experience.

B. Welder Qualifications: Certify in accordance with ASME BPVC-IX.

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1.06 DELIVERY, STORAGE, AND HANDLING

A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.

B. Provide temporary protective coating on cast iron and steel valves.

C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

1.07 FIELD CONDITIONS

A. Do not install underground piping when bedding is wet or frozen.

PART 2 PRODUCTS

2.01 HYDRONIC SYSTEM REQUIREMENTS

A. Comply with ASME B31.9 and applicable federal, state, and local regulations.

B. Piping: Provide piping, fittings, hangers, and supports as required, as indicated, and as follows:
   1. Where more than one piping system material is specified, provide joining fittings that are compatible with piping materials and ensure that the integrity of the system is not jeopardized.
   2. Use non-conducting dielectric connections whenever jointing dissimilar metals. Provide shut off valve to allow for replacement of the fitting without draining the entire system. The shut off valve shall be constructed of the material matching the pipe it's on.
   3. Provide pipe hangers and supports in accordance with ASME B31.9 or MSS SP-58 unless indicated otherwise.
   4. Provide pipe hangers and supports in accordance with ASME B31.9 unless indicated otherwise.

C. Pipe-to-Valve and Pipe-to-Equipment Connections: Use flanges or unions to allow disconnection of components for servicing; do not use direct welded, soldered, or threaded connections.

D. Welding Materials and Procedures: Comply with ASME BPVC-IX.

2.02 EQUIPMENT DRAINS AND OVERFLOWS

A. Copper Tube: ASTM B88 (ASTM B88M), Type K (A), drawn; using one of the following joint types:
   1. Solder Joints: ASME B16.18 cast brass/bronze or ASME B16.22 solder wrought copper fittings; ASTM B32 lead-free solder, HB alloy (95-5 tin-antimony) or tin and silver.

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.

B. Conform to ASME B31.9.

C. Hangers for Pipe Sizes 1/2 to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.

D. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.

E. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.

F. Vertical Support: Steel riser clamp.

G. Hanger Rods: Mild steel threaded both ends, threaded one end, or continuous threaded.

H. Rooftop Supports for Low-Slope Roofs: Steel pedestals with bases that rest on top of roofing membrane, not requiring any attachment to the roof structure and not penetrating the roofing assembly, with support fixtures as specified; and as follows:
   1. Bases: High-density polypropylene.

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2. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
3. Steel Components: Stainless steel or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A123/A123M.
4. Attachment/Support Fixtures: As recommended by manufacturer, same type as indicated for equivalent indoor hangers and supports; corrosion-resistant material.
5. Height: Provide minimum clearance of 6 inches under pipe to top of roofing.

2.04 UNIONS, FLANGES, AND DIELECTRIC CONNECTIONS

A. Unions for Pipe of 2 Inches and Less:
1. Copper Pipe: Bronze, soldered joints.

2.05 SPRING LOADED CHECK VALVES

A. Manufacturers:
1. Anvil International: www.anvilintl.com/#sle.
2. Tyco Flow Control: www.tycoflowcontrol.com.
3. Crane Co.: www.cranevalve.com.
4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Iron body, bronze trim, split plate, hinged with stainless steel spring, resilient seal bonded to body, wafer, or threaded lug ends.

PART 3 EXECUTION

3.01 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and dirt on inside and outside before assembly.

C. Prepare piping connections to equipment using jointing system specified.

D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

E. After completion, fill, clean, and treat systems. See Section 23 25 00 for additional requirements.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Route piping in orderly manner, parallel to building structure, and maintain gradient.

C. Install piping to conserve building space and to avoid interference with use of space.

D. Group piping whenever practical at common elevations.

E. Sleeve pipe passing through partitions, walls, and floors.

F. Slope piping and arrange to drain at low points.

G. Pipe Hangers and Supports:
1. Install in accordance with ASME B31.9, ASTM F708, or MSS SP-58.
2. Support horizontal piping as scheduled.
3. Install hangers to provide minimum 1/2-inch space between finished covering and adjacent work.
4. Place hangers within 12 inches of each horizontal elbow.
5. Use hangers with 1-1/2 inches minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
6. Prime coat exposed steel hangers and supports. See Section 09 9123. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

H. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. See Section 23 07 19.

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I. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc-rich primer to welds.

J. Install valves with stems upright or horizontal, not inverted.

3.03 SCHEDULES

A. Hanger Spacing for Copper Tubing.
   1. 1/2 Inch and 3/4 inch: Maximum span, 5 feet; minimum rod size, 1/4 inch.
   2. 1 Inch: Maximum span, 6 feet; minimum rod size, 1/4 inch.

END OF SECTION

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SECTION 23 23 00
REFRIGERANT PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Piping.
B. Refrigerant.
C. Moisture and liquid indicators.
D. Valves.
E. Strainers.
F. Filter-driers.

1.02 RELATED REQUIREMENTS

A. Section 07 84 00 - Firestopping.

1.03 REFERENCE STANDARDS

A. AHRI 710 (I-P) - Performance Rating of Liquid-Line Driers; 2009.
B. AHRI 711 (SI) - Performance Rating of Liquid-Line Driers; 2009.
C. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Qualification Standard for Welding, Brazing, and Fusing Procedures; Welders; Brazers; and Welding, Brazing, and Fusing Operators; 2023.
D. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings; 2021.
E. ASME B31.5 - Refrigeration Piping and Heat Transfer Components; 2022.
F. ASME B31.9 - Building Services Piping; 2020.
G. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service; 2023.
H. AWS A5.8M/A5.8 - Specification for Filler Metals for Brazing and Braze Welding; 2019.
I. ICC (IMC)-2018 - International Mechanical Code; 2018.
J. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2018, with Amendment (2019).
K. UL 207 - Standard for Refrigerant-Containing Components and Accessories, Nonelectrical; Current Edition, Including All Revisions.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
B. Product Data: Provide general assembly of specialties, including manufacturer's catalogue information. Provide manufacturer's catalog data including load capacity.
C. Shop Drawings: Indicate schematic layout of system, including equipment, critical dimensions, and sizes.
D. Project Record Documents: Record exact locations of equipment and refrigeration accessories on record drawings.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store piping and specialties in shipping containers with labeling in place.
B. Protect piping and specialties from entry of contaminating material by leaving end caps and plugs in place until installation.
C. Dehydrate and charge components such as piping and receivers, seal prior to shipment, until connected into system.

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PART 2 PRODUCTS

2.01 SYSTEM DESCRIPTION

A. Provide pipe hangers and supports in accordance with ASME B31.5 unless indicated otherwise.

B. Valves:
   1. Use service valves on suction and discharge of compressors.

C. Filter-Driers:
   1. Use a filter-drier immediately ahead of liquid-line controls, such as thermostatic expansion valves, solenoid valves, and moisture indicators.

2.02 REGULATORY REQUIREMENTS

A. Comply with ASME B31.9 for installation of piping system.

B. Welding Materials and Procedures: Comply with ASME BPVC-IX and applicable state labor regulations.

2.03 PIPING

A. Copper Tube: ASTM B280, H58 hard drawn.
   1. Fittings: ASME B16.22 wrought copper.
   2. Joints: Braze, AWS A5.8M/A5.8 BCuP silver/phosphorus/copper alloy.
   3. Mechanical Press Fittings: Double-pressed type complying with UL 207 and ICC (IMC)-2018.

B. Pipe Supports and Anchors:
   1. Provide hangers and supports that comply with MSS SP-58.
      a. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
   2. Hangers for Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.
   3. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
   4. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.
   5. Vertical Support: Steel riser clamp.
   6. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.
   7. Hanger Rods: Mild steel threaded both ends, threaded one end, or continuous threaded.
   8. Inserts: Malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.

2.04 REFRIGERANT

A. Refrigerant: Use only refrigerants that have ozone depletion potential (ODP) of zero and global warming potential (GWP) of less than 50.

2.05 MOISTURE AND LIQUID INDICATORS

A. Indicators: Single port type, UL listed, with copper or brass body, flared or soldered ends, sight glass, color coded paper moisture indicator with removable element cartridge and plastic cap; for maximum temperature of 200 degrees F and maximum working pressure of 500 psi.

2.06 VALVES

A. Service Valves:
   1. Forged brass body with copper stubs, brass caps, removable valve core, integral ball check valve, flared or soldered ends, for maximum pressure of 500 psi.

2.07 STRAINERS

A. Straight Line or Angle Line Type:
   1. Brass or steel shell, steel cap and flange, and replaceable cartridge, with screen of stainless steel wire or monel reinforced with brass; for maximum working pressure of 430 psi.

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2.08 FILTER-DRIERS

A. Performance:
   1. Flow Capacity - Liquid Line: As indicated in schedule, minimum, rated in accordance with AHRI 710 (I-P) (AHRI 711 (SI)).
   2. Pressure Drop: 2 psi, maximum, when operating at full connected evaporator capacity.
   3. Design Working Pressure: 350 psi, minimum.

B. Cores: Molded or loose-fill molecular sieve desiccant compatible with refrigerant, activated alumina, activated charcoal, and filtration to 40 microns, with secondary filtration to 20 microns; of construction that will not pass into refrigerant lines.

C. Construction: UL listed.
   1. Connections: As specified for applicable pipe type.

PART 3 EXECUTION

3.01 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain-end ferrous pipe.

B. Remove scale and dirt on inside and outside before assembly.

C. Prepare piping connections to equipment with flanges or unions.

3.02 INSTALLATION

A. Install refrigeration specialties in accordance with manufacturer's instructions.

B. Route piping in orderly manner, with plumbing parallel to building structure, and maintain gradient.

C. Install piping to conserve building space and avoid interference with use of space.

D. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.

E. Pipe Hangers and Supports:
   1. Install in accordance with ASME B31.5.
   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.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Test refrigeration system in accordance with ASME B31.5.

C. Pressure test system with dry nitrogen to 200 psi. Perform final tests at 27 inches vacuum and 200 psi using halide torch. Test and repair piping until no leakage.

3.04 SCHEDULES

A. Hanger Spacing for Copper Tubing.
   1. 1/2 inch, 5/8 inch, and 7/8 inch OD: Maximum span, 5 feet; minimum rod size, 1/4 inch.
   2. 1-1/8 inch OD: Maximum span, 6 feet; minimum rod size, 1/4 inch.
   3. 1-3/8 inch OD: Maximum span, 7 feet; minimum rod size, 3/8 inch.

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SECTION 23 81 26.13
SMALL-CAPACITY SPLIT-SYSTEM AIR CONDITIONERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Air cooled condensing units.

B. Indoor air handling (fan and coil) units for ductless systems.

C. Controls.

1.02 RELATED REQUIREMENTS

A. Section 26 05 83 - Wiring Connections: Electrical characteristics and wiring connections and installation and wiring of thermostats and other controls components.

1.03 REFERENCE STANDARDS

A. AHRI 210/240 - Performance Rating of Unitary Air-Conditioning and Air-Source Heat Pump Equipment; 2023.

B. AHRI 520 - Performance Rating of Positive Displacement Condensing Units; 2004.

C. ASHRAE Std 15 - Safety Standard for Refrigeration Systems; 2022, with Addendum (2024).

D. ASHRAE Std 23.1 - Methods for Performance Testing Positive Displacement Refrigerant Compressors and Condensing Units that Operate at Subcritical Pressures of the Refrigerant; 2019.

E. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2024.

F. NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems; 2024.

G. UL 207 - Standard for Refrigerant-Containing Components and Accessories, Nonelectrical; Current Edition, Including All Revisions.

1.04 SUBMITTALS

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

B. Product Data: Provide rated capacities, weights, accessories, electrical nameplate data, and wiring diagrams.

C. Shop Drawings: Indicate assembly, required clearances, and location and size of field connections.

D. Warranty: Submit manufacturers warranty and ensure forms have been filled out in State of Delaware OMB - Division of Facilities Management's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.06 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

B. Provide five year manufacturers warranty for condensing units and compressors.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Basis of Design: Daikin; www.daikin.com

B. LG HVAC; www.lghvac.com

C. York International Corporation / Johnson Controls: www.york.com/#sle.

D. Substitutions: See Section 01 60 00 - Product Requirements.

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2.02 SYSTEM DESIGN

A. Split-System Heating and Cooling Units: Self-contained, packaged, matched factory-engineered and assembled, pre-wired indoor and outdoor units; UL listed.
   1. Heating: None.
   2. Cooling: Outdoor electric condensing unit with evaporator coil in central ducted indoor unit.
   3. Provide refrigerant lines internal to units and between indoor and outdoor units, factory cleaned, dried, pressurized and sealed, with insulated suction line.

B. Performance Requirements: See Drawings for additional requirements.

C. Electrical Characteristics:
   1. Disconnect Switch: Factory mount disconnect switch on equipment under provisions of Section 26 05 83.

2.03 INDOOR AIR HANDLING UNITS FOR DUCTLESS SYSTEMS

A. Indoor Units: Self-contained, packaged, factory assembled, pre-wired unit consisting of cabinet, supply fan, evaporator coil, and controls; wired for single power connection with control transformer.
   1. Location: High-wall.
   2. Cabinet: Galvanized steel.
      a. Finish: White.
   3. Fan: Line-flow fan direct driven by a single motor.

B. Evaporator Coils: Copper tube aluminum fin assembly, galvanized or polymer drain pan sloped in all directions to drain, drain connection, refrigerant piping connections, restricted distributor or thermostatic expansion valve.
   1. Construction and Ratings: In accordance with AHRI 210/240 and UL 207.
   2. Manufacturer: System manufacturer.

2.04 OUTDOOR UNITS

A. Outdoor Units: Self-contained, packaged, pre-wired unit consisting of cabinet, with compressor and condenser.
   1. Comply with AHRI 210/240.
   2. Cabinet: Galvanized steel with baked enamel finish, easily removed and secured access doors with safety interlock switches, glass fiber insulation with reflective liner.
   3. Construction and Ratings: In accordance with AHRI 210/240 with testing in accordance with ASHRAE Std 23.1and UL 207.

B. Air Cooled Condenser: Aluminum fin and copper tube coil, AHRI 520 with direct drive axial propeller fan resiliently mounted, galvanized fan guard.

C. Accessories: Filter drier, high pressure switch (manual reset), low pressure switch (automatic reset), service valves and gauge ports, thermometer well (in liquid line).
   1. Provide thermostatic expansion valves.

D. Operating Controls:
   1. Control by room thermostat to maintain room temperature setting.

2.05 ACCESSORY EQUIPMENT

A. Room Thermostat: Wall-mounted, electric solid state microcomputer based room thermostat with remote sensor to maintain temperature setting; low-voltage; with following features:
   1. Automatic switching from heating to cooling.
   2. Preferential rate control to minimize overshoot and deviation from setpoint.
   3. Thermostat Display:
      a. Actual room temperature.
      b. System Mode Indication: Heating, Cooling, Fan Auto, Off, and On, Auto or On, Off.

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PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that substrates are ready for installation of units and openings are as indicated on shop drawings.

B. Verify that proper power supply is available and in correct location.

C. Verify that proper fuel supply is available for connection.

3.02 INSTALLATION

A. Install in accordance with NFPA 90A and NFPA 90B.

B. Install refrigeration systems in accordance with ASHRAE Std 15.

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 01 74 19 - Construction Waste Management and Disposal: Handling and disposal of construction waste, including requirements for Universal Waste Diversion.

C. Section 07 84 00 - Firestopping.

D. 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.

D. Report discrepancies to State of Delaware OMB - Division of Facilities Management before disturbing existing installation.

E. Beginning of demolition means installer accepts existing conditions.

3.02 PREPARATION

A. Prior to performing work on electrical circuits, Contractor shall positively identify power sources, turn circuit breakers or switches to "off" and lock out and/or tag out circuits as required.

B. Contractor shall coordinate all electrical demolition work with State of Delaware OMB - Division of Facilities Management as well as all other trades involved in Project.

C. Contractor shall keep work area clean and orderly.

D. All electrical demolition work shall be performed in a safe and orderly manner and in accordance with all State of Delaware OMB - Division of Facilities Management regulations, local codes, OSHA, International Building Code and National Electrical Code; all being most recent editions adopted by Authoriti(es) Having Jurisdiction, including all applicable amendments and supplements.

E. All electrical demolition work shall be scheduled and coordinated with State of Delaware OMB - Division of Facilities Management such that disruption of areas involved is kept to minimum.

F. All power shutdowns affecting areas not within scope of Project shall be coordinated with State of Delaware OMB - Division of Facilities Management. Accidental interruptions to services shall be repaired immediately by Contractor at no additional cost to State of Delaware OMB - Division of Facilities Management.

G. Disconnect electrical systems in walls, floors, and ceilings to be removed.

H. Coordinate utility service outages with utility company.

I. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.

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J. Existing Uninterruptible Power Supply (UPS) Systems: Maintain each existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
   1. Obtain permission from State of Delaware OMB - Division of Facilities Management at least 24 hours before partially or completely disabling system.

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. Handle and dispose of all construction waste per the requirements of Section 01 74 19 - Construction Waste Management and Disposal, as well as in accordance with all Federal, State and local regulations.

C. 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.

D. 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.

E. Openings in conduit and boxes remaining active shall be capped with appropriate fittings.

F. 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.

G. Contractor shall update panel schedules for all panelboards affected by Project in accordance with Section 26 05 53.

H. Remove, relocate, and extend existing installations to accommodate new construction.

I. All circuits abandoned or not used shall be located, identified, disconnected and removed back to source.

J. Remove abandoned wiring to source of supply.

K. 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.

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 abandoned panelboards and distribution equipment.

N. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

O. Remove abandoned support channel associated with demolished electrical equipment.

P. Existing branch circuits or circuits of other systems passing through Project area that interferes with new construction shall be relocated as required. All relocation of existing circuits shall be coordinated with State of Delaware OMB - Division of Facilities Management and with all other affected trades before proceeding with new construction.

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Q. Contractor shall be responsible for temporary removal and re-installation of existing ceiling tiles as required to accommodate electrical demolition and/or extension work. Contractor shall be responsible for repair and/or replacement of all ceiling tiles damaged as result of work. Contractor shall inspect existing conditions prior to commencement of work and provide written report of existing damage to State of Delaware OMB - Division of Facilities Management.

R. Contractor shall be responsible for patching and painting of all holes, dents, cracks, penetrations, etc. left in surfaces and/or structures after electrical demolition and/or extension work. Surfaces and/or structures to be restored shall include ceilings, walls, floors, columns, roofs, etc. Patching and painting shall restore surfaces and/or structures to original designs and/or finishes, including all fire-resistant and watertight ratings. All openings to building exteriors and through roofs shall be sealed watertight.

S. Repair adjacent construction and finishes damaged during demolition and extension work.

T. Damage caused by Contractor to areas outside area of demolition shall be repaired to original condition by Contractor at no additional cost to State of Delaware OMB - Division of Facilities Management.

U. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

V. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.

W. All demolished materials not to be turned over to State of Delaware OMB - Division of Facilities Management shall be removed from site daily. Salvaged materials shall be stored for re-use.

3.04 CLEANING AND REPAIR

A. See Section 01 74 19 - Construction Waste Management and Disposal for additional requirements.

B. Clean and repair existing materials and equipment that remain or that are to be reused.

C. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

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. Metal-clad cable.
C. Wire and cable for 600 volts and less.
D. Wiring connectors.
E. Electrical tape.
F. Heat shrink tubing.
G. Oxide inhibiting compound.
H. Wire pulling lubricant.
I. Cable ties.
J. 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.

1.03 REFERENCE STANDARDS

A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2018).
B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2023.
C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010, with Editorial Revision (2020).
D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2020).
E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2017.
F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes; 2020.
G. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
H. NECA 120 - Standard for Installing Armored Cable (AC) and Type Metal-Clad (MC) Cable; 2018.
I. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2021.
J. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.
K. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
L. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.

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M. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.

N. UL 267 - Outline of Investigation for Wire-Pulling Compounds; Current Edition, Including All Revisions.

O. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.

P. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.

Q. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.

R. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

S. UL 1569 - Metal-Clad Cables; 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 for underground circuits.

D. Maintenance Materials: Furnish the following for State of Delaware OMB - Division of Facilities Management's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.06 QUALITY ASSURANCE

A. 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.

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PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

C. Nonmetallic-sheathed cable is not permitted.

D. Underground feeder and branch-circuit cable is not permitted.

E. Service entrance cable is not permitted.

F. Armored cable is not permitted.

G. Metal-clad cable is permitted only as follows:
   1. Where not otherwise restricted, may be used:
      a. Where concealed above accessible ceilings for final connections from junction boxes to luminaires.
         1) Maximum Length: 6 feet.
      b. Where concealed in hollow stud walls and above accessible ceilings for branch circuits up to 20 A.
   2. In addition to other applicable restrictions, may not be used:
      a. Unless approved by State of Delaware OMB - Division of Facilities Management.
      b. Where not approved for use by the authority having jurisdiction.
      c. Where exposed to view.
      d. Where exposed to damage.
      e. For damp, wet, or corrosive locations.

H. Manufactured wiring systems are not permitted.

I. Conductor & Cable Applications Summary:
   1. Concealed Dry Interior Locations: Use only building wire in raceway or metal clad cable (as permitted above).
   2. Exposed Dry Interior Locations: Use only building wire in raceway.
   3. Concealed Above Accessible Ceilings or in Hollow Stud Walls: Use only building wire in raceway or metal clad cable (as permitted above).
   4. Wet or Damp Interior Locations: Use only building wire in raceway.
   5. 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. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

D. Comply with NEMA WC 70.

E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.

F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

G. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.

H. 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.

I. Provide products with insulation and temperature ratings as required per equipment installation instructions where such ratings differ from those indicated herein.

J. Conductor Material:

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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:
1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.
2. Control Circuits: 14 AWG.

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

M. Conductor Color Coding:
1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
2. Color Coding Method: Integrally colored insulation.
a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
3. Color Code:
a. 480Y/277 V, 3 Phase, 4 Wire System:
1) Phase A: Brown.
2) Phase B: Orange.
3) Phase C: Yellow.
4) Neutral/Grounded: Gray.
b. 208Y/120 V, 3 Phase, 4 Wire System:
1) Phase A: Black.
2) Phase B: Red.
3) Phase C: Blue.
4) Neutral/Grounded: White.
c. Equipment Ground, All Systems: Green.
d. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.
e. For control circuits, comply with manufacturer's recommended color code.

2.03 SINGLE CONDUCTOR BUILDING WIRE

A. Manufacturers:
1. Copper Building Wire:
a. Cerro Wire LLC . www.cerrowire.com/#sle.
b. Encore Wire Corporation: www.encorewire.com/#sle.
c. 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.

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2. Control Circuits: Stranded.

D. Insulation Voltage Rating: 600 V.

E. Insulation:
1. Copper Building Wire: Type THHN/THWN-2.

2.04 METAL-CLAD CABLE

A. Manufacturers:
1. AFC Cable Systems Inc: www.afcweb.com/#sle.
2. Encore Wire Corporation: www.encorewire.com/#sle.
3. Service Wire Co: www.servicewire.com/#sle.
4. Southwire Company: www.southwire.com/#sle.
5. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.

C. Conductor Stranding:
1. Size 10 AWG and Smaller: Solid.
2. Size 8 AWG and Larger: Stranded.

D. Insulation Voltage Rating: 600 V.

E. Insulation: Type THHN/THWN-2.

F. Provide dedicated neutral conductor for each phase conductor.

G. Grounding: Full-size integral green insulated equipment grounding conductor.

H. Armor: Aluminum or steel, interlocked tape.

2.05 WIRING CONNECTORS

A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

B. Connectors for Grounding and Bonding: Comply with Section 26 05 26.

C. Wiring Connectors for Splices and Taps:
1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors. Tape uninsulated conductors and connector with electrical tape or insulate with heat shrink tubing to 150 percent of insulation rating of conductor.

D. Wiring Connectors for Non-Motor Terminations:
1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
4. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
5. Conductors for Control Circuits: Use crimped terminals where connectors are required.

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.

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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/#sle.
      b. Ilsco: www.ilsco.com/#sle.
      c. Thomas & Betts Corporation; Blackburn Products: www.tnb.com/#sle.
      d. Polaris: www.polarisconnectors.com/#sle.
      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/#sle.
      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/#sle.
      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/#sle.
         1) Motor Lead Disconnects: M2D Series.
         2) Boot Sealant: MDBOOT-SEAL.
      b. Substitutions: See Section 01 60 00 - Product Requirements.

2.06 ACCESSORIES

A. Electrical Tape:
   1. Manufacturers:
      a. 3M: www.3m.com/#sle.
      b. Plymouth Rubber Europa: www.plymouthrubber.com/#sle.
      c. Substitutions: See Section 01 60 00 - Product Requirements.
   2. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
   3. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
   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.

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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. 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/#sle.
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/#sle.
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.
5. Products:
a. American Polywater Corporation; Polywater J Cable Pulling Lubricant: www.polywater.com/#sle.
b. American Polywater Corporation; Polywater LZ Cable Pulling Lubricant: www.polywater.com/#sle.
c. Substitutions: See Section 01 60 00 - Product Requirements.

E. Cable Ties: Material and tensile strength rating suitable for application.
1. Manufacturers:
a. Burndy LLC: www.burndy.com/#sle.
b. Substitutions: See Section 01 60 00 - Product Requirements.

F. Sealing Systems for Roof Penetrations: Premanufactured components and accessories as required to preserve integrity of roofing system and maintain roof warranty; suitable for cables and roofing system to be installed; designed to accommodate existing penetrations where applicable.
1. Products:
a. Menzies Metal Products; Electrical Roof Stack and Cap: www.menzies-metal.com/#sle.
b. Menzies Metal Products; Electrical Retro Box: www.menzies-metal.com/#sle.
c. Substitutions: See Section 01 60 00 - Product Requirements.

G. 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.

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b. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that interior of building has been protected from weather.

B. Verify that work likely to damage wire and cable has been completed.

C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.

D. Verify that raceway installation is complete and supported.

E. Verify that field measurements are as indicated.

F. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

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

3.03 INSTALLATION

A. Circuiting Requirements:
   1. Unless dimensioned, circuit routing indicated is diagrammatic.
   2. When circuit destination is indicated without specific routing, determine exact routing required.
   3. Arrange circuiting to minimize splices.
   4. Include circuit lengths required to install connected devices within 10 ft of location indicated.
   5. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
   6. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
   7. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is permitted, under the following conditions:
      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.
   8. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.

B. Install products in accordance with manufacturer's instructions.

C. Perform work in accordance with NECA 1 (general workmanship).

D. Install metal-clad cable (Type MC) in accordance with NECA 120.

E. Installation in Raceway:
   1. Swab/clean interiors of new and existing conduits before pulling new conductors.
   2. Remove existing conductors from raceway before pulling new (where applicable).
   3. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
   4. Use cable pullers to pull conductors through conduits
   5. Pull all conductors and cables together into raceway at same time.
   6. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
   7. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.

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F. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.

G. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
   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.
   2. Installation in Vertical Raceways: Provide supports where vertical rise exceeds permissible limits.

H. Terminate cables using suitable fittings.
   1. Metal-Clad Cable (Type MC):
      a. Fittings used for connecting type MC cable to boxes, cabinets or other equipment shall be listed and identified for such use. Snap-in connectors or internal box clamps shall not be permitted. All connectors shall be locknut type, designed to secure type MC cable to boxes or enclosures.
      b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
      c. Do not use direct-bearing set-screw type fittings for cables with aluminum armor.
      d. Provide plastic anti-short bushings on ends of all type MC cable.

I. Install conductors with a minimum of 12 inches of slack at each outlet.

J. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

K. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.

L. Make wiring connections using specified wiring connectors.
   1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
   2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
   3. Do not remove conductor strands to facilitate insertion into connector.
   4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other 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.

M. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
   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.
   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.

NOT FOR BIDDING PURPOSES

N. Insulate ends of spare conductors using vinyl insulating electrical tape.

O. 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.

P. Identify conductors and cables in accordance with Section 26 05 53.

Q. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

R. 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.

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.

END OF SECTION

NOT FOR BIDDING PURPOSES

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 09 69 00 - Access Flooring.

B. 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.

C. 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; 2015.

C. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.

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. For signal reference grids, coordinate the work with access flooring furnished in accordance with Section 09 69 00.
   2. 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.

C. Project Record Documents: Record actual locations of grounding electrode system components and connections.

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.

NOT FOR BIDDING PURPOSES

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.

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. Separately Derived System Grounding:
   1. Separately derived systems include, but are not limited to:
      a. Transformers (except autotransformers such as buck-boost transformers).
   2. Provide grounding electrode conductor to connect derived system grounded conductor to nearest effectively grounded metal building frame. Unless otherwise indicated, make connection at neutral (grounded) bus in source enclosure.
   3. Provide bonding jumper to connect derived system grounded conductor to nearest metal building frame and nearest metal water piping in the area served by the derived system, where not already used as a grounding electrode for the derived system. Make connection at same location as grounding electrode conductor connection.
   4. Provide system bonding jumper to connect system grounded conductor to equipment ground bus. Make connection at same location as grounding electrode conductor connection. Do not make any other connections between neutral (grounded) conductors and ground on load side of separately derived system disconnect.
   5. Where the source and first disconnecting means are in separate enclosures, provide supply-side bonding jumper between source and first disconnecting means.

F. 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.

NOT FOR BIDDING PURPOSES

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.

G. Signal Reference Grids:
1. Unless otherwise indicated, make bonding connections to signal reference grid using exothermic welded connections.
2. Make bonding connections as short as possible, with no sharp folds or bends.
3. Provide 6 AWG bonding jumper to connect signal reference grid to grounding point of separately derived systems serving equipment located on the signal reference grid.

2.02 GROUNDING AND BONDING COMPONENTS

A. General Requirements:
1. Provide products listed, classified, and labeled as suitable for the purpose intended.
2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:
1. Use insulated copper conductors unless otherwise indicated.
a. Exceptions:
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/#sle.
c. Harger Lightning & Grounding: www.harger.com/#sle.
d. nVent ERICO: www.nvent.com/#sle.
e. Thomas & Betts Corporation: www.tnb.com/#sle.
f. Substitutions: See Section 01 60 00 - Product Requirements.
5. Manufacturers - Exothermic Welded Connections:
a. Burndy LLC: www.burndy.com/#sle.
b. nVent ERICO; Cadweld: www.nvent.com/#sle.
c. thermOweld, subsidiary of Continental Industries; division of Burndy LLC: www.thermoweld.com/#sle.
d. Substitutions: See Section 01 60 00 - Product Requirements.

D. Oxide Inhibiting Compound: Comply with Section 26 05 19.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that work likely to damage grounding and bonding system components has been completed.

NOT FOR BIDDING PURPOSES

B. Verify that field measurements are as indicated.

C. Verify that conditions are satisfactory for installation prior to starting work.

D. Verify existing conditions prior to beginning work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Make grounding and bonding connections using specified connectors.
   1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
   2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
   3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
   4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
   5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

D. Identify grounding and bonding system components in accordance with Section 26 05 53.

E. Provide additional grounding and bonding components as necessary to achieve grounding system resistance described in Performance Requirements above.

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 PURPOSES

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; 2017.

B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.

C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2023.

D. MFMA-4 - Metal Framing Standards Publication; 2004.

E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

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 channel/strut framing systems, nonpenetrating rooftop supports, and post-installed concrete/masonry anchors.

NOT FOR BIDDING PURPOSES

C. Shop Drawings: Include details for fabricated hangers and supports where materials or methods other than those indicated are proposed for substitution.

1.06 QUALITY ASSURANCE

A. 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. Applicable building code.
      c. 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 supportedwith 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 or stainless steel 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. Manufacturers:
      a. ABB: www.electrification.us.abb.com/#sle.
      b. Eaton Corporation: www.eaton.com/#sle.
      c. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
      d. HoldRite, a brand of Reliance Worldwide Corporation: www.holdrite.com/#sle.
      e. nVent; Caddy: www.nvent.com/#sle.
      f. Substitutions: See Section 01 60 00 - Product Requirements.
   2. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
   3. Conduit Clamps: Bolted type unless otherwise indicated.
   4. Products:
      a. Gripple, Inc; Universal Bracket: www.gripple.com/#sle.
      b. Gripple, Inc; Fast Trak: www.gripple.com/#sle.

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c. Gripple, Inc; Universal Clamp (Threaded): www.gripple.com/#sle.
d. Gripple, Inc; Low Profile Bracket Kits: www.gripple.com/#sle.
e. Substitutions: See Section 01 60 00 - Product Requirements.

C. Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.
1. Manufacturers:
a. ABB: www.electrification.us.abb.com/#sle.
b. Eaton Corporation: www.eaton.com/#sle.
c. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
d. HoldRite, a brand of Reliance Worldwide Corporation: www.holdrite.com/#sle.
e. nVent; Caddy: www.nvent.com/#sle.
f. Substitutions: See Section 01 60 00 - Product Requirements.

D. Metal Channel/Strut Framing Systems:
1. Manufacturers:
a. ABB: www.electrification.us.abb.com/#sle.
b. Atkore International Inc; Unistrut: www.unistrut.us/#sle.
c. Eaton Corporation: www.eaton.com/#sle.
d. Elgen Manufacturing Company, Inc: www.elgenmfg.com/#sle.
e. Substitutions: See Section 01 60 00 - Product Requirements.
f. Source Limitations: Furnish channel/strut and associated fittings, accessories, and hardware produced by single manufacturer.
2. Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.
3. Comply with MFMA-4.
4. Channel Material:
a. Indoor Dry Locations: Use galvanized steel.
b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
5. Minimum Channel Thickness: Steel sheet, 12 gauge, 0.1046 inch.
6. 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. Luminaires: 1/4-inch diameter.

F. Nonpenetrating Rooftop Supports for Low-Slope Roofs:
1. Manufacturers:
a. Atkore International Inc; Unistrut: www.unistrut.us/#sle.
b. Eaton Corporation: www.eaton.com/#sle.
c. Green Link, Inc: www.greenlinkengineering.com/#sle.
d. nVent; Caddy: www.nvent.com/#sle.
e. PHP Systems/Design: www.phpsd.com/#sle.
f. Substitutions: See Section 01 60 00 - Product Requirements.
2. Description: Steel pedestals with thermoplastic or rubber bases that rest on top of roofing membrane, not requiring attachment to roof structure and not penetrating roofing assembly, with support fixtures as specified.
3. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
4. Attachment/Support Fixtures: As recommended by manufacturer, same type as indicated for equivalent indoor hangers and supports.

NOT FOR BIDDING PURPOSES

5. Mounting Height: Provide minimum clearance of 12 inches under supported component to top of roofing.

G. Anchors and Fasteners:
1. Manufacturers - Mechanical Anchors:
a. Dewalt: anchors.dewalt.com/#sle.
b. Hilti, Inc: www.hilti.com/#sle.
c. ITW Red Head, a division of Illinois Tool Works, Inc: www.itwredhead.com/#sle.
d. Simpson Strong-Tie Company Inc: www.strongtie.com/#sle.
e. Substitutions: See Section 01 60 00 - Product Requirements.
2. Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.
3. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
4. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
5. Hollow Masonry: Use toggle bolts.
6. Hollow Stud Walls: Use toggle bolts.
7. Steel: Use beam clamps, machine bolts, or welded threaded studs.
8. Sheet Metal: Use sheet metal screws.
9. Wood: Use wood screws.
10. Plastic and lead anchors are not permitted.
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:

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.

NOT FOR BIDDING PURPOSES

H. Equipment Support and Attachment:
   1. Use metal, fabricated supports or supports assembled from metal channel/strut to support equipment as required.
   2. Use metal channel/strut secured to studs to support equipment surface mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
   3. Use metal channel/strut to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
   4. Unless otherwise indicated, mount floor-mounted equipment on properly sized concrete pad 4 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. Secure fasteners in accordance with manufacturer's recommended torque settings.

L. Remove temporary supports.

M. 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. Flexible metal conduit (FMC).

C. Liquidtight flexible metal conduit (LFMC).

D. Galvanized steel electrical metallic tubing (EMT).

E. Conduit, fittings and conduit bodies.

1.02 RELATED REQUIREMENTS

A. Section 07 84 00 - Firestopping.

B. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Cable assemblies consisting of conductors protected by integral metal armor.

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); 2020.

B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S); 2020.

C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

D. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2020.

E. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.

F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.

H. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.

I. UL 360 - Liquid-Tight Flexible Metal Conduit; Current Edition, Including All Revisions.

J. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.

K. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.

L. 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.

NOT FOR BIDDING PURPOSES

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. Shop Drawings:
1. Include proposed locations of roof penetrations and proposed methods for sealing.

D. 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. See Section 01 74 19 - Construction Waste Management and Disposal for packaging waste requirements.

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

C. Accept conduit on site. Inspect for damage.

D. 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.

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. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT).

D. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit.

E. Exposed, Interior (including unfinished spaces), Not Subject to Physical Damage: Use electrical metallic tubing (EMT).

F. 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.

G. Exposed, Exterior: Use galvanized steel rigid metal conduit.

NOT FOR BIDDING PURPOSES

H. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel rigid metal conduit.

I. 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: 2 feet unless otherwise indicated.
   4. Vibrating equipment includes, but is not limited to:
      a. Transformers.
      b. Motors.

J. Fished in Existing Walls, Where Necessary: Use flexible metal conduit.

2.02 CONDUIT - GENERAL REQUIREMENTS

A. Comply with NFPA 70.

B. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling mandrel through them.

C. Fittings for Grounding and Bonding: See Section 26 05 26 for additional requirements.

D. Provide conduit, fittings, supports, and accessories required for complete raceway system.

E. Provide products listed, classified, and labeled as suitable for purpose intended.

F. 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.

G. 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. Rymco USA: www.rymcousa.com/#sle.
   4. Western Tube, a division of Zekelman Industries: www.westerntube.com/#sle.
   5. Wheatland Tube, a division of Zekelman Industries: www.wheatland.com/#sle.
   6. 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. ABB; T&B: www.electrification.us.abb.com/#sle.
      b. Allied Tube & Conduit, a division of Atkore International: www.alliedeg.us/#sle.
      c. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
      d. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
      e. 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.

NOT FOR BIDDING PURPOSES

2.04 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. ABB; T&B: www.electrification.us.abb.com/#sle.
      b. Bridgeport Fittings, LLC: www.bptfittings.com/#sle.
      c. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.
   2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   3. Material: Use steel or malleable iron.
      a. Do not use die cast zinc fittings.

2.05 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

A. Manufacturers:
   1. AFC Cable Systems, Inc: www.afcweb.com.
   2. Electri-Flex Company: www.electriflex.com.
   3. International Metal Hose: www.metalhose.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

C. Fittings:
   1. Manufacturers:
      a. ABB; T&B: www.electrification.us.abb.com/#sle.
      b. Bridgeport Fittings, LLC: www.bptfittings.com/#sle.
      c. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
      d. Substitutions: See Section 01 60 00 - Product Requirements.
   2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   3. Material: Use steel or malleable iron.
      a. Do not use die cast zinc fittings.

2.06 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers:
   1. Allied Tube & Conduit; _____: www.alliedeg.com.
   2. Nucor Tubular Products: www.nucortubular/#sle.
   3. Rymco USA: www.rymcousa.com/#sle.
   4. Western Tube, a division of Zekelman Industries: www.westerntube.com/#sle.
   5. Wheatland Tube Company: www.wheatland.com.
   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. ABB; T&B: www.electrification.us.abb.com/#sle.

NOT FOR BIDDING PURPOSES

b. Allied Tube & Conduit, a division of Atkore International: www.alliedeg.us/#sle.
c. Bridgeport Fittings, LLC: www.bptfittings.com/#sle.
d. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
e. 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) type.
   a. Do not use indenter type connectors and couplings.
   b. Do not use set-screw type connectors and couplings.

2.07 ACCESSORIES

A. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.

B. Pull Strings: Use nylon or polyester tape with average breaking strength of not less than 1,250 lbf.

C. Foam Conduit Sealant:
1. Removable, two-part, closed-cell foam, specifically designed for sealing conduit openings against water, moisture, gases, and dust.
2. Suitable for use with conductors/cables and associated insulation/jackets to be installed.
3. Rated to hold minimum of 10 ft water head pressure.
4. Products:
   a. American Polywater Corporation; Polywater AFT Foam Duct Sealant: www.polywater.com/#sle.
   b. American Polywater Corporation; Polywater FST Foam Duct Sealant: www.polywater.com/#sle.
   c. Substitutions: See Section 01 60 00 - Product Requirements.

D. Sealing Systems for Roof Penetrations: Premanufactured components and accessories as required to preserve integrity of roofing system and maintain roof warranty; suitable for conduits and roofing system to be installed; designed to accommodate existing penetrations where applicable.
1. Products:
   a. Alta Products, LLC; Sigrist Pipe Chase Housing, Curbs, and Exit Seals: www.altaproductsllc.com/#sle.
   b. Menzies Metal Products; Electrical Roof Stack and Cap: www.menzies-metal.com/#sle.
   c. Menzies Metal Products; Electrical Retro Box: www.menzies-metal.com/#sle.
   d. Substitutions: See Section 01 60 00 - Product Requirements.

E. 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.

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.

NOT FOR BIDDING PURPOSES

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.

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. Galvanized Steel Rigid Metal Conduit (RMC): Install in accordance with NECA 101.

E. 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. Arrange conduit to maintain adequate headroom, clearances, and access.
   7. 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.
   8. Arrange conduit to provide no more than 150 feet between pull points.
   9. Route conduits above water and drain piping where possible.
   10. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
   11. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
   12. 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.
   13. Group parallel conduits in same area on common rack.

F. 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.

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5. Use metal channel/strut with accessory conduit clamps to support multiple parallel surface-mounted conduits.
6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
7. Use trapeze hangers assembled from threaded rods and metal channel/strut with accessory conduit clamps to support multiple parallel suspended conduits.
8. Use non-penetrating rooftop supports to support conduits routed across rooftops (only where approved). All such conduits shall be elevated a minimum of 12 inches above the rooftop where exposed to direct sunlight.
9. Use of spring steel conduit clips for support of conduits is not permitted.
10. Use of wire for support of conduits is not permitted. Remove all wire used for temporary supports.
11. Use of perforated pipe straps for support of conduits is not permitted.
12. Where conduit support intervals specified in NFPA 70 and NECA standards differ, comply with most stringent requirements.

G. 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.

H. 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. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
8. 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.
9. Provide metal escutcheon plates for conduit penetrations exposed to public view.

NOT FOR BIDDING PURPOSES

10. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

I. 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.

J. 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.

K. 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.

L. Provide grounding and bonding of conduit in accordance with Section 26 05 26.

M. 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. Correct deficiencies and replace damaged or defective conduits.

3.04 CLEANING

A. Clean interior of conduits to remove moisture and foreign matter.

3.05 PROTECTION

A. Immediately after installation of conduit, use suitable manufactured caps and/or 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.

END OF SECTION

NOT FOR BIDDING PURPOSES

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.

C. Wall and ceiling outlet boxes.

D. Pull and junction boxes.

1.02 RELATED REQUIREMENTS

A. Section 07 84 00 - Firestopping.

B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

C. Section 26 05 29 - Hangers and Supports for Electrical Systems.

D. Section 26 05 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; 2015.

B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2016.

C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.

D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.

E. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013 (Reaffirmed 2020).

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.

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3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify 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 OMB - Division of Facilities Management's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.06 QUALITY ASSURANCE

A. 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.

NOT FOR BIDDING PURPOSES

4. Use suitable concrete type boxes where flush-mounted in concrete.
5. Use suitable masonry type boxes where flush-mounted in masonry walls.
6. Use raised covers suitable for the type of wall construction and device configuration where required.
7. Use shallow boxes where required by the type of wall construction.
8. Do not use "through-wall" boxes designed for access from both sides of wall.
9. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
10. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
11. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
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.
    b. Ceiling Outlets: 4 inch octagonal or 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 4X, stainless 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.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

NOT FOR BIDDING PURPOSES

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. Provide separate boxes for emergency power and normal power systems.

E. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.

F. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.

G. Box Locations:
   1. Locate boxes to be accessible.
   2. Unless dimensioned, box locations indicated are approximate.
   3. 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.
   4. Locate boxes so that wall plates do not span different building finishes.
   5. Locate boxes so that wall plates do not cross masonry joints.
   6. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
   7. 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.
   8. 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.
   9. 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.

NOT FOR BIDDING PURPOSES

I. Install boxes plumb and level.

J. Flush-Mounted Boxes:
   1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
   2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
   3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.

K. Install boxes as required to preserve insulation integrity.

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 in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.

S. Set wall mounted boxes at elevations required to accommodate mounting heights specified in section for outlet device.

T. 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.

U. Maintain headroom and present neat mechanical appearance.

V. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.

W. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.

X. Locate flush mounting boxes in masonry walls to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.

Y. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.

Z. Use gang boxes with plaster ring for single device outlets unless otherwise indicated.

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.

B. Clean exposed surfaces and restore finish.

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3.05 PROTECTION

A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

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. Identification nameplates and labels.

C. Wire and cable markers.

D. Voltage markers.

E. Floor marking 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.

B. Section 26 05 73 - Power System Studies: Arc flash hazard warning labels.

1.03 REFERENCE STANDARDS

A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs; 2023.

B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels; 2023.

C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

D. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

1.04 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 or identification label to identify each piece of electrical distribution and control equipment and associated sections, compartments, and

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components.

a. Switchboards:
   1) Use identification nameplate to identify load(s) served for each branch device.
b. Panelboards:
   1) Identify ampere rating.
   2) Identify voltage and phase.
   3) Identify power source and circuit number. Include location when not within sight of equipment.
   4) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces.
   5) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Identify spares and spaces.
c. Transformers:
   1) Identify kVA rating.
   2) Identify voltage and phase for primary and secondary.
   3) Identify power source and circuit number. Include location when not within sight of equipment.
   4) Identify load(s) served. Include location when not within sight of equipment.
d. 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.
e. Transfer Switches:
   1) Identify voltage and phase.
   2) Identify power source and circuit number for both normal power source and standby power source. Include location when not within sight of equipment.
   3) Identify load(s) served. Include location when not within sight of equipment.
   4) Identify short circuit current rating based on the specific overcurrent protective device type and settings protecting the transfer switch.

2. Use voltage marker to identify highest voltage presentfor each piece of electrical equipment with nominal voltage equal to or greater than 480 V phase-to-phase and 277 V phase-to-ground.
3. Use floor marking tape to identify required equipment working clearances where indicated or where required by the authority having jurisdiction.
4. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 including but not limited to the following.
   a. Service equipment.
   b. Industrial control panels.
   c. Motor control centers.
   d. Elevator control panels.
   e. Industrial machinery.
5. Arc Flash Hazard Warning Labels: Comply with Section 26 05 73.
6. Use warning signs to identify electrical hazards for entrances to all rooms and other guarded locations that contain exposed live parts operating at 600 V nominal or less with the word message "DANGER; Electrical hazard; Authorized personnel only" or approved equivalent.
7. 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:

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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.
3. Use wire and cable markers to identify connected grounding electrode system components for grounding electrode conductors.

C. Identification for Raceways:
1. Use voltage markers to identify highest voltage present for accessible conduitscontaining conductors with nominal voltage equal to or greater than 480 V phase-to-phase and 277 V phase-to-ground at maximum intervals of 20 feet.
2. Use identification labels or plastic marker tags to identify circuits enclosed for accessible conduits at wall penetrations, at floor penetrations, at roof penetrations, and at equipment terminations when source is not within sight.
3. Use identification labels or plastic marker tags to identify spare conduits at each end. Identify purpose and termination location.

D. Identification for Boxes:
1. Use voltage markers or identification labels to identify highest voltage present.
2. Use identification labels to identify circuits enclosed.
   a. Identify circuits via power source and circuit numbers.
      1) Include voltage and phase for other than 120 V, single phase circuits.

E. Identification for Devices:
1. 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.

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.

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3. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

C. Format for Equipment Identification:
1. Minimum Size: 1.5 inches by 4 inches.
2. Legend:
   a. Equipment designation or other approved description.
   b. Voltage and phase (single-phase or 3-phase).
   c. Power source and circuit number.
   d. Other information as indicated.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height:
   a. Equipment Designation: 1/4 inch.
   b. Other Information: 1/4 inch.
   c. Exception: Provide minimum text height of 1 inch for equipment located more than 10 feet above floor or working platform.
5. Color:
   a. Normal Power System: Black text on white background.

D. Format for General Information and Operating Instructions:
1. Minimum Size: 2 inches by 4 inches.
2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 1/4 inch.
5. Color: White text on blue background unless otherwise indicated.

E. Format for Caution and Warning Messages:
1. Minimum Size: 2 inches by 4 inches.
2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 1/2 inch.
5. Color: Black text on yellow background unless otherwise indicated.

F. Format for Receptacle Identification:
1. Minimum Size: 3/8 inch by 1.5 inches.
2. Legend: Power source and circuit number or other designation indicated.
   a. Include voltage and phase for other than 120 V, single phase circuits.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 3/16 inch.
5. Color: Black text on white background.

G. Format for Control Device Identification (toggle switches, motor starters, etc.):
1. Minimum Size: 3/8 inch by 1.5 inches.
2. Legend: Load controlled, power source and circuit number or other designation indicated.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 3/16 inch.
5. Color: Black text on white background.

2.03 WIRE AND CABLE MARKERS

A. Manufacturers:
1. Brady Corporation: www.bradyid.com.
2. HellermannTyton: www.hellermanntyton.com.
3. Panduit Corp: www.panduit.com/#sle.
4. Substitutions: See Section 01 60 00 - Product Requirements.

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B. Markers for Conductors and Cables: Use heat-shrink sleeve type markers suitable for the conductor or cable to be identified.
   1. Do not use self-adhesive type markers.

C. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.

D. Legend: Power source and circuit number or other designation indicated.

E. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
   1. Do not use handwritten text.

F. Minimum Text Height: 1/8 inch.

G. Color: Black text on white background unless otherwise indicated.

H. Locations: Each conductor at pull boxes, junction boxes, and termination or connection points including each load connection.

I. Legend:
   1. Power and Lighting Circuits: Power source and branch circuit or feeder number indicated on drawings.

2.04 VOLTAGE MARKERS

A. Manufacturers:
   1. Brady Corporation: www.bradyid.com.
   2. Brimar Industries, Inc: www.brimar.com/#sle.
   3. Seton Identification Products: www.seton.com.
   4. Substitutions: See Section 01 60 00 - Product Requirements.

B. Markers for Conduits: Use factory pre-printed self-adhesive vinyl, self-adhesive vinyl cloth, or vinyl snap-around type markers.

C. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.

D. Minimum Size:
   1. Markers for Equipment: 1 1/8 by 4 1/2 inches.
   2. Markers for Conduits: As recommended by manufacturer for conduit size to be identified.
   3. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches.
   4. Markers for Junction Boxes: 1/2 by 2 1/4 inches.

E. Legend:
   1. Markers for Voltage Identification: Highest voltage present.

F. Color: Black text on orange background unless otherwise indicated.

G. Location: Furnish markers for each conduit longer than 6 feet.

H. Spacing: 20 feet on center.

2.05 FLOOR MARKING TAPE

A. Manufacturers:
   1. Brady Corporation: www.bradyid.com/#sle.
   2. Brimar Industries, Inc: www.brimar.com/#sle.
   3. Insite Solutions, LLC: www.stop-painting.com/#sle.
   4. Seton Identification Products: www.seton.com/#sle.
   5. Substitutions: See Section 01 60 00 - Product Requirements.

B. Floor Marking Tape for Equipment Working Clearance Identification: Self-adhesive vinyl or polyester tape with overlaminate, 3 inches wide, with alternating black and white stripes.

2.06 WARNING SIGNS AND LABELS

A. Manufacturers:

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1. Brimar Industries, Inc: www.brimar.com/#sle.
2. Clarion Safety Systems, LLC: www.clarionsafety.com.
3. Insite Solutions, LLC: www.stop-painting.com/#sle.
4. Seton Identification Products: www.seton.com.
5. Substitutions: See Section 01 60 00 - Product Requirements.

B. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.

C. Warning Signs:
1. Materials:
a. Indoor Dry, Clean Locations: Use factory pre-printed rigid plastic or self-adhesive vinyl signs.
b. Outdoor Locations: Use factory pre-printed rigid aluminum signs.
2. Rigid Signs: Provide four mounting holes at corners for mechanical fasteners.
3. Minimum Size: 7 by 10 inches unless otherwise indicated.

D. 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.

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.
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. Secure rigid signs using stainless steel screws.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

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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 73
POWER SYSTEM STUDIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Short-circuit study.

B. Protective device coordination study.

C. Arc flash and shock risk assessment.
   1. Includes arc flash hazard warning labels.

D. Criteria for the selection and adjustment of equipment and associated protective devices not specified in this section, as determined by studies to be performed.

1.02 RELATED REQUIREMENTS

A. Section 26 05 53 - Identification for Electrical Systems: Additional requirements for arc flash hazard warning labels.

B. Section 26 24 16 - Panelboards.

C. Section 26 28 13 - Fuses.

D. Section 26 28 16.13 - Enclosed Circuit Breakers.

E. Section 26 28 16.16 - Enclosed Switches.

F. Section 26 29 13 - Enclosed Controllers.

1.03 REFERENCE STANDARDS

A. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels; 2023.

B. IEEE 141 - IEEE Recommended Practice for Electric Power Distribution for Industrial Plants; 1993 (Reaffirmed 1999).

C. IEEE 242 - IEEE Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems; 2001, with Errata (2003).

D. IEEE 399 - IEEE Recommended Practice for Industrial and Commercial Power Systems Analysis; 1997.

E. IEEE 551 - IEEE Recommended Practice for Calculating Short-Circuit Currents in Industrial and Commercial Power Systems; 2006.

F. IEEE 1584 - IEEE Guide for Performing Arc-Flash Hazard Calculations; 2018, with Errata (2019).

G. NEMA MG 1 - Motors and Generators; 2021.

H. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.

I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

J. NFPA 70E - Standard for Electrical Safety in the Workplace; 2024.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Existing Installations: Coordinate with equipment manufacturer(s) to obtain data necessary for completion of studies.
   2. Coordinate the work to provide equipment and associated protective devices complying with criteria for selection and adjustment, as determined by studies to be performed.
   3. Notify DEDC, LLC of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

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B. Pre-Study Meeting: Conduct meeting with Owner to discuss system operating modes and conditions to be considered in studies.

C. Sequencing:
   1. Submit study reports prior to or concurrent with product submittals.
   2. Do not order equipment until matching study reports and product submittals have both been evaluated by DEDC, LLC.
   3. Verify naming convention for equipment identification prior to creation of final drawings, reports, and arc flash hazard warning labels (where applicable).

D. Scheduling:
   1. Arrange access to existing facility for data collection with State of Delaware OMB - Division of Facilities Management.
   2. Where work of this section involves interruption of existing electrical service, arrange service interruption with State of Delaware OMB - Division of Facilities Management.

1.05 SUBMITTALS

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

B. Study preparer's qualifications.

C. Field testing agency's qualifications.

D. Study reports, stamped or sealed and signed by study preparer.

E. Product Data: In addition to submittal requirements specified in other sections, include manufacturer's standard catalog pages and data sheets for equipment and protective devices indicating information relevant to studies.
   1. Include characteristic time-current trip curves for protective devices.
   2. Include impedance data for busway.
   3. Include impedance data for engine generators.
   4. Clearly indicate whether proposed short circuit current ratings are fully rated or, where acceptable, series rated systems.
   5. Include documentation of listed series ratings upon request.
   6. Identify modifications made in accordance with studies that:
      a. Can be made at no additional cost to State of Delaware OMB - Division of Facilities Management.
      b. As submitted will involve a change to the contract sum.

F. Arc Flash Hazard Warning Label Samples: One of each type and legend specified.

G. Site-specific arc flash hazard warning labels.

H. Field quality control reports.

I. Certification that field adjustable protective devices have been set in accordance with requirements of studies.

J. Project Record Documents: Revise studies as required to reflect as-built conditions.
   1. Include hard copies with operation and maintenance data submittals.
   2. Include computer software files used to prepare studies with file name(s) cross-referenced to specific pieces of equipment and systems.

1.06 POWER SYSTEM STUDIES

A. Scope of Studies:
   1. Perform analysis of both new and directly affected existing portions of electrical distribution system as indicated on drawings.
   2. Except where study descriptions below indicate exclusions, analyze system at each bus from primary protective devices of utility source down to each piece of equipment involved, including parts of system affecting calculations being performed (e.g. fault current contribution from motors).

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3. Include in analysis alternate sources and operating modes (including known future configurations) to determine worst case conditions.
    a. Known Operating Modes:
        1) Utility as source.
        2) Generator as source.
        3) Maintenance settings.

B. General Study Requirements:
1. Comply with NFPA 70.
2. Perform studies utilizing computer software complying with specified requirements; manual calculations are not permitted.

C. Data Collection:
1. Compile information on project-specific characteristics of actual installed equipment, protective devices, feeders, etc. as necessary to develop single-line diagram of electrical distribution system and associated input data for use in system modeling.
    a. Utility Source Data: Include primary voltage, maximum and minimum three-phase and line-to-ground fault currents, impedance, X/R ratio, and primary protective device information.
        1) Obtain up-to-date information from Utility Company.
        2) Utility Company: Delmarva Power.
    b. Generators: Include manufacturer/model, kW and voltage ratings, and impedance.
    c. Motors: Include manufacturer/model, type (e.g. induction, synchronous), horsepower rating, voltage rating, full load amps, and locked rotor current or NEMA MG 1 code letter designation.
    d. Transformers: Include primary and secondary voltage ratings, kVA rating, winding configuration, percent impedance, and X/R ratio.
    e. Protective Devices:
        1) Circuit Breakers: Include manufacturer/model, type (e.g. thermal magnetic, electronic trip), frame size, trip rating, voltage rating, interrupting rating, available field-adjustable trip response settings, and features (e.g. zone selective interlocking).
        2) Fuses: Include manufacturer/model, type/class (e.g. Class J), size/rating, and speed (e.g. time delay, fast acting).
    f. Protective Relays: Include manufacturer/model, type, settings, current/potential transformer ratio, and associated protective device.
    g. Conductors: Include feeder size, material (e.g. copper, aluminum), insulation type, voltage rating, number per phase, raceway type, and actual length.
2. Existing Installations:
    a. Provide the services of field testing agency or equipment manufacturer's representative to perform field data collection.
    b. Collect data on existing electrical distribution system necessary for completion of studies, including field verification of available existing data (e.g. construction documents, previous studies). Include actual settings for field-adjustable devices.
    c. Available Existing Data:
        1) Previous studies to be included as attachments to bid documents.

D. Short-Circuit Study:
1. Comply with IEEE 551 and applicable portions of IEEE 141, IEEE 242, and IEEE 399.
2. For purposes of determining equipment short circuit current ratings, consider conditions that may result in maximum available fault current, including but not limited to:
    a. Maximum utility fault currents.
    b. Maximum motor contribution.
    c. Known operating modes (e.g. utility as source, generator as source, utility/generator in parallel, bus tie breaker open/close positions).

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3. For each bus location, calculate the maximum available three-phase bolted symmetrical and asymmetrical fault currents. For grounded systems, also calculate the maximum available line-to-ground bolted fault currents.

E. Protective Device Coordination Study:
1. Comply with applicable portions of IEEE 242 and IEEE 399.
2. Analyze alternate scenarios considering known operating modes (e.g. utility as source, generator as source, utility/generator in parallel, bus tie breaker open/close positions).
3. Analyze protective devices and associated settings for suitable margins between time-current curves to achieve full selective coordination while providing adequate protection for equipment and conductors.

F. Arc Flash and Shock Risk Assessment:
1. Comply with NFPA 70E.
2. Perform incident energy and arc flash boundary calculations in accordance with IEEE 1584 (as referenced in NFPA 70E Annex D), where applicable.
   a. Where reasonable, study preparer may assume a maximum clearing time of two seconds in accordance with IEEE 1584, provided that the conditions are such that a worker's egress from an arc flash event would not be inhibited.
   b. For single-phase systems, study preparer to perform calculations assuming three-phase system in accordance with IEEE 1584 using single phase bolted fault current, yielding conservative results.
3. For equipment with main devices mounted in separate compartmentalized sections, perform calculations on both the line and load side of the main device.
4. Analyze alternate scenarios considering conditions that may result in maximum incident energy, including but not limited to:
   a. Maximum and minimum utility fault currents.
   b. Maximum and minimum motor contribution.
   c. Known operating modes (e.g. utility as source, generator as source, utility/generator in parallel, bus tie breaker open/close positions).

G. Study Reports:
1. General Requirements:
   a. Identify date of study and study preparer.
   b. Identify study methodology and software product(s) used.
   c. Identify scope of studies, assumptions made, implications of possible alternate scenarios, and any exclusions from studies.
   d. Identify base used for per unit values.
   e. Include single-line diagram and associated input data used for studies; identify buses on single-line diagram as referenced in reports, and indicate bus voltage.
   f. Include conclusions and recommendations.
2. Short-Circuit Study:
   a. For each scenario, identify at each bus location:
      1) Calculated maximum available symmetrical and asymmetrical fault currents (both three-phase and line-to-ground where applicable).
      2) Fault point X/R ratio.
      3) Associated equipment short circuit current ratings.
   b. Identify locations where the available fault current exceeds the equipment short circuit current rating, along with recommendations.
3. Protective Device Coordination Study:
   a. For each scenario, include time-current coordination curves plotted on log-log scale graphs.
   b. For each graph include (where applicable):
      1) Partial single-line diagram identifying the portion of the system illustrated.
      2) Protective Devices: Time-current curves with applicable tolerance bands for each protective device in series back to the source, plotted up to the maximum

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available fault current at the associated bus.
3) Conductors: Damage curves.
4) Transformers: Inrush points and damage curves.
5) Generators: Full load current, overload curves, decrement curves, and short circuit withstand points.
6) Motors: Full load current, starting curves, and damage curves.
7) Capacitors: Full load current and damage curves.

c. For each protective device, identify fixed and adjustable characteristics with available ranges and recommended settings.
1) Circuit Breakers: Include long time pickup and delay, short time pickup and delay, and instantaneous pickup.
2) Include ground fault pickup and delay.
3) Include fuse ratings.
4) Protective Relays: Include current/potential transformer ratios, tap, time dial, and instantaneous pickup.

d. Identify cases where either full selective coordination or adequate protection is not achieved, along with recommendations.

4. Arc Flash and Shock Risk Assessment:
a. For the worst case for each scenario, identify at each bus location:
1) Calculated incident energy and associated working distance.
2) Calculated arc flash boundary.
3) Bolted fault current.
4) Arcing fault current.
5) Clearing time.
6) Arc gap distance.

b. For purposes of producing arc flash hazard warning labels, summarize the maximum incident energy and associated data reflecting the worst case condition of all scenarios at each bus location.

c. Include recommendations for reducing the incident energy at locations where the calculated maximum incident energy exceeds 8 calories per sq cm.

1.07 QUALITY ASSURANCE

A. Study Preparer Qualifications: Professional electrical engineer licensed in Delaware and with minimum five years experience in preparation of studies of similar type and complexity using specified computer software.
1. Study preparer may be employed by manufacturer of electrical distribution equipment.
2. Study preparer may be employed by field testing agency.
3. Study Preparers:
a. Pioneer Power Group: www.pioneerpwr.com/#sle.
b. Substitutions: See Section 01 60 00 - Product Requirements.

B. Field Testing Agency Qualifications: Independent testing organization specializing in testing, analysis, and maintenance of electrical systems with minimum five years experience; NETA Accredited Company.
1. Field Supervisor: Certified electrical testing technician; NETA ETT Level III.

C. Computer Software for Study Preparation: Use the latest edition of commercially available software utilizing specified methodologies.
1. Products:
a. EasyPower LLC: www.easypower.com/#sle.
b. ETAP/Operation Technology, Inc: www.etap.com/#sle.
c. Power Analytics Corporation: www.poweranalytics.com/#sle.
d. SKM Systems Analysis, Inc: www.skm.com/#sle.
e. Substitutions: See Section 01 60 00 - Product Requirements.

NOT FOR BIDDING PURPOSES

PART 2 PRODUCTS

2.01 ARC FLASH HAZARD WARNING LABELS

A. Provide warning labels complying with ANSI Z535.4 to identify arc flash hazards for each work location analyzed by the arc flash and shock risk assessment.
   1. Materials: Comply with Section 26 05 53.
   2. Minimum Size: 4 by 6 inches.
   3. Legend: Provide custom legend in accordance with NFPA 70E based on equipment-specific data as determined by arc flash and shock risk assessment.
      a. Include orange header that reads "WARNING" unless otherwise indicated.
      b. Include the text "Arc Flash and Shock Hazard; Appropriate PPE Required" or approved equivalent.
      c. Include the following information:
         1) Arc flash boundary.
         2) Available incident energy and corresponding working distance.
         3) Site-specific PPE (personnel protective equipment) requirements.
         4) Nominal system voltage.
         5) Limited approach boundary.
         6) Restricted approach boundary.
         7) Equipment identification.
         8) Study preparer, report reference, and date calculations were performed.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install arc flash warning labels in accordance with Section 26 05 53.

3.02 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Provide the services of field testing agency or equipment manufacturer's representative to perform inspection, testing, and adjusting.

C. Inspect and test in accordance with NETA ATS, except Section 4.

D. Adjust equipment and protective devices for compliance with studies and recommended settings.

E. Notify DEDC, LLC of any conflicts with or deviations from studies. Obtain direction before proceeding.

F. Submit detailed reports indicating inspection and testing results, and final adjusted settings.

3.03 CLOSEOUT ACTIVITIES

A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

B. See Section 01 79 00 - Demonstration and Training, for additional requirements.

C. Training: Include as part of the base bid training for State of Delaware OMB - Division of Facilities Management's personnel on electrical safety pertaining to arc flash and shock hazards.
   1. Use site-specific arc flash and shock risk assessment report as training reference, supplemented with additional training materials as required.
   2. Provide minimum of eight hours of training.
   3. Instructor: Representative of entity performing study.
   4. Location: At project site.

3.04 ATTACHMENTS

A. Previous studies.

END OF SECTION

NOT FOR BIDDING PURPOSES

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 28 16.16 - Enclosed Switches.

E. Section 26 29 13 - Enclosed Controllers.

1.03 REFERENCE STANDARDS

A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
   2. Determine connection locations and requirements.

B. Sequencing:
   1. Install rough-in of electrical connections before installation of equipment is required.
   2. Make electrical connections before required start-up of equipment.

1.05 SUBMITTALS

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

B. Product Data: Provide wiring device manufacturer’s catalog information showing dimensions, configurations, and construction.

1.06 QUALITY ASSURANCE

A. 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. Disconnect Switches: As specified in Section 26 28 16.16.

B. Enclosed Controllers: As specified in Section 26 29 13.

C. Flexible Conduit: As specified in Section 26 05 33.13.

D. Wire and Cable: As specified in Section 26 05 19.

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.

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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. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.

E. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.

F. Install terminal block jumpers to complete equipment wiring requirements.

G. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 26 22 00
LOW-VOLTAGE TRANSFORMERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. K-factor transformers rated for nonlinear loads.

1.02 RELATED REQUIREMENTS

A. Section 03 30 00 - Cast-in-Place Concrete: Concrete equipment pads.

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: Flexible conduit connections.

E. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

A. 10 CFR 431, Subpart K - Energy Efficiency Program for Certain Commercial and Industrial Equipment - Distribution Transformers; Current Edition.

B. IEEE C57.94 - IEEE Recommended Practice for Installation, Application, Operation, and Maintenance of Dry-Type Distribution and Power Transformers; 2015.

C. IEEE C57.96 - IEEE Standard Guide for Loading Dry-Type Distribution and Power Transformers; 2013.

D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

E. NECA 409 - Standard for Installing and Maintaining Dry-Type Transformers; 2015.

F. NEMA ST 20 - Dry Type Transformers for General Applications; 2021.

G. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.

H. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.

I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

J. UL 1561 - Standard for Dry-Type General Purpose and Power Transformers; 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 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 the work with placement of supports, anchors, etc. required for mounting.
   4. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
   5. 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: Include voltage, kVA, impedance, tap configurations, insulation system class and rated temperature rise, efficiency, sound level, enclosure ratings, outline and support point dimensions, weight, required clearances, service condition requirements, and installed

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features.

1. K-factor Rated Transformers: Include K-factor ratings.

C. Project Record Documents: Record actual locations of transformers.

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. 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 in accordance with manufacturer's written instructions. Lift only with lugs provided for the purpose. Handle carefully to avoid damage to transformer internal components, enclosure, and finish.

1.08 FIELD CONDITIONS

A. Ambient Temperature: Do not exceed the following maximum temperatures during and after installation of transformers.

1. Greater than 10 kVA: 104 degrees F maximum.
2. Less than 10 kVA: 77 degrees F maximum.

1.09 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. ABB: www.electrification.us.abb.com/#sle.

B. Eaton Corporation: www.eaton.com/#sle.

C. Powersmiths: www.powersmiths.com/#sle.

D. Schneider Electric: www.se.com/#sle.

E. Siemens Industry, Inc: www.new.siemens.com/#sle.

F. Substitutions: See Section 01 60 00 - Product Requirements.

G. Source Limitations: Provide transformers produced by single manufacturer and obtained from single supplier.

2.02 TRANSFORMERS - GENERAL REQUIREMENTS

A. Description: Factory-assembled, dry type transformers for 60 Hz operation designed and manufactured in accordance with NEMA ST 20 and listed, classified, and labeled as suitable for the purpose intended.

B. Unless noted otherwise, transformer ratings indicated are for continuous loading according to IEEE C57.96 under the following service conditions:

1. Altitude: Less than 3,300 feet.
2. Ambient Temperature:
   a. Greater than 10 kVA: Not exceeding 104 degrees F.

C. Core: High grade, non-aging silicon steel with high magnetic permeability and low hysteresis and eddy current losses. Keep magnetic flux densities substantially below saturation point,

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even at 10 percent primary overvoltage. Tightly clamp core laminations to prevent plate movement and maintain consistent pressure throughout core length.

D. Impregnate core and coil assembly with non-hydroscopic thermo-setting varnish to effectively seal out moisture and other contaminants.

E. Basic Impulse Level: 10 kV.

F. Ground core and coil assembly to enclosure by means of a visible flexible copper grounding strap.

G. Isolate core and coil from enclosure using vibration-absorbing mounts.

H. Nameplate: Include transformer connection data, ratings, wiring diagrams, and overload capacity based on rated winding temperature rise.

2.03 K-FACTOR TRANSFORMERS RATED FOR NONLINEAR LOADS

A. Description: Self-cooled, two winding transformers listed and labeled as complying with UL 1561, and designed to supply nonlinear loads to the degree designated by the UL defined K-factor; ratings as indicated on the drawings.

B. Products:
   1. Basis of Design: Scheider Electric (Square D) catalog no. EXN112T3HNLP, K-13 rated, suitable for applications with nonlinear harmonic loads, 112.5 kVA, 3-phase.

C. Primary Voltage: 480 volts delta, 3 phase.

D. Secondary Voltage: 208Y/120 volts, 3 phase.

E. K-factor Rating: K-13, or higher.

F. Insulation System and Allowable Average Winding Temperature Rise: Class 220 degrees C insulation system with 150 degrees C average winding temperature rise.

G. Coil Conductors: Continuous aluminum windings with terminations brazed or welded. Individually insulate secondary conductors and arrange to minimize hysteresis and eddy current losses at harmonic frequencies. Size secondary neutral conductor at twice the secondary phase conductor ampacity.

H. Winding Taps: Two 2.5 percent full capacity primary taps above and four 2.5 percent full capacity primary taps below rated voltage.

I. Neutral Bus: Sized to accommodate twice the rated secondary current.

J. Energy Efficiency: Comply with 10 CFR 431, Subpart K.

K. Sound Levels: Low sound levels at least 3 db less than NEMA ST 20 standard sound levels.

L. Mounting Provisions:
   1. Larger than 75 kVA: Suitable for floor mounting.

M. Electrostatic Shield: Provide grounded copper electrostatic shield between primary and secondary windings to attenuate electrical noise.

N. Transformer Enclosure: Comply with NEMA ST 20.
   1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
      a. Indoor clean, dry locations: Type 2.
   2. Construction: Steel, ventilated.
   3. Finish: Manufacturer's standard grey, suitable for outdoor installations.
   4. Provide lifting eyes or brackets.

O. Accessories:
   1. Mounting Brackets: Provide manufacturer's standard brackets.
   2. Lug Kits: Sized as required for termination of conductors as indicated on the drawings.

2.04 SOURCE QUALITY CONTROL

A. Factory test transformers according to NEMA ST 20.

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B. Sound Level Tests: Perform factory test designated in NEMA ST 20 as "design" test on each production unit.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that suitable support frames and anchors are installed where required and that mounting surfaces are ready to receive transformers.

C. Perform pre-installation tests and inspections on transformers per manufacturer's instructions and as specified in NECA 409. Correct deficiencies prior to installation.

D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship).

B. Install products in accordance with manufacturer's instructions.

C. Install transformers in accordance with NECA 409 and IEEE C57.94.

D. Use flexible conduit, under the provisions of Section 26 05 33.13, 2 feet maximum length, for connections to transformer case. Make conduit connections to side panel of enclosure.

E. Arrange equipment to provide minimum clearances as specified on transformer nameplate and in accordance with manufacturer's instructions and NFPA 70.

F. Install transformers plumb and level.

G. Transformer Support:
   1. Provide required support and attachment in accordance with Section 26 05 29, where not furnished by transformer manufacturer.
   2. Unless otherwise indicated, mount floor-mounted transformers on properly sized 4 inch high concrete pad constructed in accordance with Section 03 30 00.

H. Mount floor-mounted transformers on vibration isolating pads suitable for isolating the transformer noise from the building structure.

I. Provide grounding and bonding in accordance with Section 26 05 26.

J. Remove shipping braces and adjust bolts that attach the core and coil mounting bracket to the enclosure according to manufacturer's recommendations in order to reduce audible noise transmission.

K. Where not factory-installed, install lugs sized as required for termination of conductors as indicated.

L. Identify transformers 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 NETA ATS, except Section 4.

C. Perform inspections and tests listed in NETA ATS Sections 7.2.1.1 and 7.2.1.2. Tests and inspections listed as optional are not required.

3.04 ADJUSTING

A. Measure primary and secondary voltages and make appropriate tap adjustments.

B. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.05 CLEANING

A. Clean dirt and debris from transformer components according to manufacturer's instructions.

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B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

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SECTION 26 24 16
PANELBOARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Power distribution panelboards.

B. Overcurrent protective devices for panelboards.

1.02 RELATED REQUIREMENTS

A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

B. Section 26 05 29 - Hangers and Supports for Electrical Systems.

C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

D. Section 26 05 73 - Power System Studies: Additional criteria for the selection and adjustment of equipment and associated protective devices specified in this section.

1.03 REFERENCE STANDARDS

A. NECA 407 - Standard for Installing and Maintaining Panelboards; 2015.

B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.

C. NEMA PB 1 - Panelboards; 2011.

D. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 1000 Volts or Less; 2023.

E. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.

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 67 - Panelboards; Current Edition, Including All Revisions.

J. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate 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. 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 panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.

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C. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, overcurrent protective device arrangement and sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.

D. Project Record Documents: Record actual installed locations of panelboards and actual installed circuiting arrangements.

E. Maintenance Materials: Furnish the following for State of Delaware OMB - Division of Facilities Management's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
   2. Panelboard Keys: Two of each different key.

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 panelboards in accordance with manufacturer's instructions and NECA 407.

B. 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.

C. Handle carefully in accordance with manufacturer's written instructions to avoid damage to panelboard internal components, enclosure, and finish.

1.08 FIELD CONDITIONS

A. Maintain ambient temperature within the following limits during and after installation of panelboards:
   1. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. ABB: www.electrification.us.abb.com/#sle.

B. Eaton Corporation: www.eaton.com/#sle.

C. Schneider Electric: www.se.com/#sle.

D. Siemens Industry, Inc: www.new.siemens.com/#sle.

E. Substitutions: See Section 01 60 00 - Product Requirements.

F. Source Limitations: Furnish panelboards and associated components produced by a single manufacturer and obtained from a single supplier.

2.02 PANELBOARDS - GENERAL REQUIREMENTS

A. Provide products listed, classified, and labeled as suitable for the purpose intended.

B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
   1. Altitude: Less than 6,600 feet.
   2. Ambient Temperature:
      a. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.

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C. Short Circuit Current Rating:
   1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as determined by short circuit study performed in accordance with Section 26 05 73.
   2. Listed series ratings are not acceptable.

D. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.

E. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.

F. Bussing: Sized in accordance with UL 67 temperature rise requirements.
   1. Provide 200 percent rated neutral bus and lugs where panelboards are fed from K-rated transformers.
   2. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.

G. Conductor Terminations: Suitable for use with the conductors to be installed.

H. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
   1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
      a. Indoor Clean, Dry Locations: Type 1.
   2. Boxes: Galvanized steel unless otherwise indicated.
      a. Provide wiring gutters sized to accommodate the conductors to be installed.
      b. Increase gutter space as required where oversized lugs are provided.
   3. Fronts:
      a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
      b. Finish for Painted Steel Fronts: Manufacturer's standard grey unless otherwise indicated.
   4. Lockable Doors: All locks keyed alike unless otherwise indicated.

I. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.

J. Selectivity: Where the requirement for selectivity is indicated, furnish products as required to achieve selective coordination.

K. Load centers are not acceptable.

2.03 POWER DISTRIBUTION PANELBOARDS

A. Description: Panelboards complying with NEMA PB 1, power and feeder distribution type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.

B. Products:
   1. Basis of Design: Scheider Electric (Square D) "I-Line" Series Type HCP-SU, 400A main lugs only with 200% neutral bus and 54" total circuit breaker mounting space.

C. Conductor Terminations:
   1. Main and Neutral Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
   2. Main and Neutral Lug Type: Mechanical.

D. Bussing:
   1. Phase and Neutral Bus Material: Aluminum or copper.
   2. Ground Bus Material: Aluminum or copper.

E. Circuit Breakers:
   1. Provide bolt-on or plug-in type or plug-in type secured with locking mechanical restraints.
   2. Provide electronic trip circuit breakers.

F. Enclosures:

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1. Provide surface-mounted enclosuresas indicated.
2. Fronts: Provide door-in-door trim with hinged cover for access to load terminals and wiring gutters, and separate lockable hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
3. Provide metal circuit directory holder mounted on inside of door.

2.04 OVERCURRENT PROTECTIVE DEVICES

A. Molded Case Circuit Breakers:
1. 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.
2. Interrupting Capacity:
a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating at the installed location as determined by the short circuit study performed in accordance with Section 26 05 73, but not less than:
1) 10,000 rms symmetrical amperes at 240 VAC or 208 VAC.
2) 14,000 rms symmetrical amperes at 480 VAC.
b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
3. Conductor Terminations:
a. Provide mechanical lugs.
b. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
4. 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.
5. Electronic Trip Circuit Breakers: Furnish solid state, microprocessor-based, true rms sensing trip units.
a. Provide the following field-adjustable trip response settings:
1) Long time pickup, adjustable by replacing interchangeable trip unit or by setting dial.
2) Long time delay.
3) Short time pickup and delay.
4) Instantaneous pickup.
6. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
7. Provide listed switching duty rated circuit breakers with SWD marking for all branch circuits serving fluorescent lighting.
8. Provide listed high intensity discharge lighting rated circuit breakers with HID marking for all branch circuits serving HID lighting.
9. Do not use tandem circuit breakers.
10. Do not use handle ties in lieu of multi-pole circuit breakers.
11. Provide multi-pole circuit breakers for multi-wire branch circuits as required by NFPA 70.
12. Provide the following features and accessories where indicated or where required to complete installation:
a. Handle Pad-Lock Provision: For locking circuit breaker handle in ON or OFF position.

2.05 SOURCE QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Factory test panelboards according to NEMA PB 1.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

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B. Verify that the ratings and configurations of the panelboards and associated components are consistent with the indicated requirements.

C. Verify that mounting surfaces are ready to receive panelboards.

D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship).

B. Install products in accordance with manufacturer's instructions.

C. Install panelboards in accordance with NECA 407 and NEMA PB 1.1.

D. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

E. Provide required support and attachment in accordance with Section 26 05 29.

F. Install panelboards plumb.

G. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches above the floor or working platform.

H. Provide grounding and bonding in accordance with Section 26 05 26.

I. Install all field-installed branch devices, components, and accessories.

J. Multi-Wire Branch Circuits: Group grounded and ungrounded conductors together in the panelboard as required by NFPA 70.

K. Set field-adjustable circuit breaker tripping function settings as determined by overcurrent protective device coordination study performed according to Section 26 05 73.

L. Height: 6 feet to top of panelboard; install panelboards taller than 6 feet with bottom no more than 4 inches above floor.

M. Provide filler plates to cover unused spaces in panelboards.

N. Provide circuit breaker lock-on/off devices to prevent unauthorized personnel from de-energizing essential loads where indicated.

O. Identify panelboards in accordance with Section 26 05 53.

P. Provide arc flash warning labels in accordance with NFPA 70.

Q. Wiring in Panelboard Gutters: Arrange conductors into groups and bundle and wrap with wire ties.

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. Molded Case Circuit Breakers: 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 panelboards or associated components.

3.04 ADJUSTING

A. Tighten electrical connectors and terminals, including grounding connections, according to manufacturer's published torque-tightening values. Where manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

B. Adjust alignment of panelboard fronts.

C. Load Balancing: For each panelboard, rearrange circuits such that the difference between each measured steady state phase load does not exceed 20 percent and adjust circuit directories accordingly. Maintain proper phasing for multi-wire branch circuits.

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3.05 CLEANING

A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.

B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 26 27 26
WIRING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Receptacles.

B. Wall plates and covers.

1.02 RELATED REQUIREMENTS

A. Section 26 05 33.16 - Boxes for Electrical Systems.

B. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

C. Section 26 29 13 - Enclosed Controllers: Manual motor starters and horsepower rated motor-starting switches without overload protection.

1.03 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2016.

C. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (Reaffirmed 2020).

D. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2021.

E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

F. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.

G. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.

H. 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 installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
   4. Notify DEDC, LLC of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

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.

E. Maintenance Materials: Furnish the following for State of Delaware OMB - Division of Facilities Management's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

NOT FOR BIDDING PURPOSES

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 DEVICES - GENERAL REQUIREMENTS

A. Provide wiring devices suitable for intended use with ratings adequate for load served.

B. Wiring Device Applications:
1. Receptacles Installed Outdoors or in Damp or Wet Locations: Use weather-resistant GFCI receptacles with weatherproof covers.
2. Single Receptacles Installed on Individual Branch Circuits: Provide receptacle ampere rating equal to branch circuit rating.

C. Wiring Device Finishes:
1. Provide wiring device finishes as described below, unless otherwise indicated.
2. Wiring Devices Installed in Wet or Damp Locations: White with weatherproof cover.

2.02 RECEPTACLES

A. 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.

B. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498; types as indicated on the drawings.
1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
2. NEMA configurations specified are according to NEMA WD 6.

C. GFCI Receptacles:
1. GFCI Receptacles - General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.
2. Weather Resistant GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as weather resistant type complying with UL 498 Supplement SD suitable for installation in damp or wet locations.

2.03 WALL PLATES AND COVERS

A. Manufacturers:
1. Hubbell Incorporated: www.hubbell-wiring.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.

B. Wall Plates: Comply with UL 514D.
1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.

NOT FOR BIDDING PURPOSES

2. Size: Standard.
3. Screws: Metal with slotted heads finished to match wall plate finish.

C. Weatherproof Receptacle Covers for Wet or Damp Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected and identified as extra-duty type.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.

C. Verify that final surface finishes are complete.

D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

A. 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. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.

E. 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.

F. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

G. Provide GFCI receptacles with integral GFCI protection at each location indicated. Do not use feed-through wiring to protect downstream devices.

H. Install wiring devices plumb and level with mounting yoke held rigidly in place.

I. Install wall switches with OFF position down.

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 decorative plates on switch, receptacle, and blank outlets in finished areas.

O. Install galvanized steel cover plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted switches & outlets.

NOT FOR BIDDING PURPOSES

3.04 INTERFACE WITH OTHER PRODUCTS

A. Coordinate locations of outlet boxes provided under Section 26 05 33.16 to obtain mounting heights specified and indicated on drawings.

3.05 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect each wiring device for damage and defects.

C. Operate each wall switch with circuit energized to verify proper operation.

D. Test each receptacle to verify operation and proper polarity.

E. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.

F. 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 PURPOSES

SECTION 26 27 33
POWER DISTRIBUTION UNITS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Power distribution units (PDUs).

1.02 RELATED REQUIREMENTS

A. Section 26 05 29 - Hangers and Supports for Electrical Systems.

1.03 REFERENCE STANDARDS

A. NEMA PB 1 - Panelboards; 2011.

B. NEMA ST 20 - Dry Type Transformers for General Applications; 2021.

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. Preinstallation Meeting: Convene one week prior to commencing work of this section.

1.05 SUBMITTALS

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

B. Shop Drawings: Indicate cable lengths and construction, circuit arrangements and directory, control system wiring diagram, connection diagram for external wiring, and details of conduit and wiring connections and terminations.

C. Product Data: Provide electrical characteristics and connection requirements for unit and accessories.

D. Manufacturer's Certificate: Certify that power distribution units meet or exceed specified requirements.

E. Project Record Documents: Record actual locations of components and cables.

F. Maintenance Materials: Furnish the following for State of Delaware OMB - Division of Facilities Management's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
   2. Extra Control Circuit Fuses: One extra of each type and size.
   3. Extra Cables and Connectors: One extra of each type and size.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience with service facilities within 100 miles of Project.

C. Products: Listed, classified, and labeled as suitable for the purpose intended.

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. Protect products from moisture and dust by storing them in a clean, dry location remote from areas involved in construction operations. Provide additional protection in accordance with manufacturer's instructions.

1.08 FIELD CONDITIONS

A. Do not install until building finishes are complete.

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B. Maintain temperature between 32 degrees F and 104 degrees F during and after installation of units.

C. Maintain relative humidity between 0 percent and 95 percent (noncondensing) during and after installation of units.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Eaton Corporation: www.eaton.com/#sle.

B. Schneider Electric: www.se.com/#sle.

C. Vertiv; Liebert: www.vertiv.com/#sle.

D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 POWER DISTRIBUTION UNITS

A. Power Distribution Unit: For data processing equipment, suitable for underfloor cable connection, providing surge protection, harmonic filters, isolation transformer, voltage regulation, and branch circuit overcurrent protective devices.

B. Product:
   1. Basis of Design: Vertiv Liebert model PPC, 30 kVA, 208 volt, 3-phase, 3-wire input, 208/120 volt, 3-phase, 4-wire output, with isolation transformer and (2) integral 42-pole panelboards.

C. Service Conditions:
   1. Temperature: 32 degrees F and 104 degrees F.
   2. Humidity: Less than 95 percent humidity (non-condensing).
   3. Altitude: Less than 3,300 feet above sea level.

D. Ratings:
   1. System Continuous Rating: 30 KVA, 30 KW.
   2. Input Voltage Rating: 120/208 volts, 3 phase.
   3. Output Voltage Rating: 120/208 volts, 3 phase.
   4. Impedance: 5.3 percent, maximum.
   5. Input Voltage Limits: plus 10, minus 20 percent.
   6. Frequency: 60 plus or minus 3 Hz.
   7. Load Power Factor: Capable of operating between 60 percent lagging and 60 percent leading power factor.
   8. Harmonic Distortion of Input Current Wave Form: 5 percent maximum at full load.
   9. Output Voltage Regulation: plus 6, minus 8 percent.
   10. Output Harmonic Distortion: Maximum 2 percent rms total harmonic distortion.
   11. Three-phase Overload Ratings:
      a. 500 percent for 1 cycle.
      b. 100 percent for 10 seconds.
   12. Response Time: 100 percent correction in 1 cycles.
   13. Audible Noise: Less than 52 dBA at distance of 3 feet in non-reverberating environment.
   14. Efficiency: 90 percent minimum over operating range.
   15. Normal Mode Attenuation: 32 dB, 10 Hz. to 1 MHz.
   16. Common Mode Attenuation: 126 dB.

E. Isolation Transformer: NEMA ST 20, factory-assembled, air cooled dry type shielded isolation transformer, ratings to match unit ratings specified.
   1. Insulation System: Class 220C, with 150 degree C average winding temperature rise.
   2. Winding Taps: NEMA ST 20.
   3. Sound Levels: NEMA ST 20.
   4. Basic Impulse Level: 10 kilo volts.

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5. Ground core and coil assembly to enclosure using a visible flexible copper grounding strap.
6. Provide electrostatic winding shield with separate insulated grounding connection.
7. Coil Conductors: Continuous windings with terminations brazed or welded.
8. Isolate core and coil from enclosure using vibration-absorbing mounts.

F. Branch Circuit Panelboard: NEMA PB 1, circuit breaker type, with bus ratings to match unit capacity specified. Provide copper ground bus and double capacity neutral bus.

G. Molded Case Circuit Breakers: Plug-in type thermal magnetic trip circuit breakers, with common trip handle for all poles; UL listed.

H. Enclosure: Allow access from front for servicing adjustments and connections, with access through hinged door equipped with tumbler lock and latch handle.
1. Cooling: Forced convection.
2. Equip air inlet with permanent filters and pressurize cabinet to prevent entry of dirt.
3. Equip cabinet for fork truck lifting.
4. Provide cabinet grounding lug.
5. Identify internal wiring at each end of conductor.
6. Electroplate brackets and securing hardware with corrosion resistant material. Secure bolts, studs and nuts with lockwashers.
7. Cabinet Finish: Manufacturer's standard finish.

2.03 CONTROLS AND INDICATORS

A. Controls: AC input circuit breaker; INDICATOR TEST switch.

B. Indicators: Provide audible and visual alarm indication of abnormal conditions.
1. Output Overvoltage: Higher than 6 percent above rated.
2. Output Undervoltage: Less than 13 percent below rated.
3. Transformer Overtemperature: Temperature higher than 180 degrees C.

C. Meters: Use 1 percent accuracy meters.
1. Voltage: Input and output, phase-phase and phase-neutral.
2. Current: Input and output, each phase; output neutral current; ground current.
3. Apparent Power: Output kVA.

2.04 ACCESSORIES

A. Power Supply Junction Box: Watertight box, with terminal blocks for connection of incoming power feeder circuit, and connector for input cable.

B. Input Cable: 12 feet length, cable made up of building wire in liquid-tight flexible metal conduit.

C. Control Circuit Junction Box: Watertight box, with terminal blocks for connection of control and interlock circuits, and connector for cable to unit.

D. Control Cable: 12 feet length, cable made up of building wire in liquid-tight flexible metal conduit.

E. Interface to Existing Remote Emergency Power Off (EPO) Switches: Provide control circuits as required to interface PDU to existing EPO switches located in server room. Isolate local EPO (unit shutdown) circuit from remote EPO (room shutdown) circuit.

F. Transient Suppression Plate: Copper, 3 feet square.

2.05 SOURCE QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Provide inspection and testing for completed power distribution units.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as instructed by manufacturer.

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3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Provide required support and attachment in accordance with Section 26 05 29.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Measure output voltage of branch circuit panelboard.

C. Inspect installation to assure units are properly grounded.

3.04 ADJUSTING

A. Adjust settings in accordance with manufacturer's instructions.

3.05 CLOSEOUT ACTIVITIES

A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

B. See Section 01 79 00 - Demonstration and Training, for additional requirements.

C. Demonstrate operation of unit.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 26 28 13
FUSES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Fuses.

1.02 RELATED REQUIREMENTS

A. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

B. Section 26 05 73 - Power System Studies: Additional criteria for the selection of protective devices specified in this section.

C. Section 26 28 16.16 - Enclosed Switches: Fusible switches.

1.03 REFERENCE STANDARDS

A. NEMA FU 1 - Low Voltage Cartridge Fuses; 2012.

B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

C. UL 248-1 - Low-Voltage Fuses - Part 1: General Requirements; Current Edition, Including All Revisions.

D. UL 248-12 - Low-Voltage Fuses - Part 12: Class R Fuses; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate fuse clips furnished in equipment provided under other sections for compatibility with indicated fuses.
      a. Fusible Enclosed Switches: See Section 26 28 16.16.
   2. Coordinate fuse requirements according to manufacturer's recommendations and nameplate data for actual equipment 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 data sheets including voltage and current ratings, interrupting ratings, time-current curves, and current limitation curves.

C. Maintenance Materials: Furnish the following for State of Delaware OMB - Division of Facilities Management's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
   2. Extra Fuses: One set(s) of three for each type and size installed.
   3. Fuse Pullers: One set(s) compatible with each type and size installed.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

C. 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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PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Bussmann, a division of Eaton Corporation: www.cooperindustries.com/#sle.

B. Littelfuse, Inc: www.littelfuse.com/#sle.

C. Mersen: ep-us.mersen.com/#sle.

D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 APPLICATIONS

A. Individual Motor Branch Circuits: Class RK1, time-delay.

2.03 FUSES

A. Provide products listed, classified, and labeled as suitable for the purpose intended.

B. Unless specifically indicated to be excluded, provide fuses for all fusible equipment as required for a complete operating system.

C. Provide fuses of the same type, rating, and manufacturer within the same switch.

D. Comply with UL 248-1.

E. Unless otherwise indicated, provide cartridge type fuses complying with NEMA FU 1, Class and ratings as indicated.

F. Voltage Rating: Suitable for circuit voltage.

G. Class R Fuses: Comply with UL 248-12.

H. Selectivity: Where the requirement for selectivity is indicated, furnish products as required to achieve selective coordination.

I. Provide the following accessories where indicated or where required to complete installation:
   1. Fuseholders: Compatible with indicated fuses.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that fuse ratings are consistent with circuit voltage and manufacturer's recommendations and nameplate data for equipment.

B. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Do not install fuses until circuits are ready to be energized.

B. Install fuses with label oriented such that manufacturer, type, and size are easily read.

END OF SECTION

NOT FOR BIDDING PURPOSES

SECTION 26 28 16.13
ENCLOSED CIRCUIT BREAKERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Enclosed circuit breakers.

B. New molded case circuit breakers to be installed in existing electrical distribution equipment.

1.02 RELATED REQUIREMENTS

A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

B. Section 26 05 29 - Hangers and Supports for Electrical Systems.

C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

D. Section 26 05 73 - Power System Studies: Additional criteria for the selection and adjustment of equipment and associated protective devices specified in this section.

1.03 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.

C. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

E. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.

F. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.

G. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

H. UL 1053 - Ground-Fault Sensing and Relaying Equipment; 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

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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.

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. ABB: www.electrification.us.abb.com/#sle.

B. Eaton Corporation: www.eaton.com/#sle.

C. Schneider Electric: www.se.com/#sle.

D. Siemens Industry, Inc: www.new.siemens.com/#sle.

E. Substitutions: See Section 01 60 00 - Product Requirements.

F. Source Limitations: Provide enclosed circuit breakers and associated components produced by single manufacturer and obtained from single supplier.

G. Source Limitations: Furnish molded case circuit breakers and associated components produced by the same (or compatible) manufacturers as the existing electrical distribution equipment in which they will be installed.

2.02 ENCLOSED CIRCUIT BREAKERS

A. Description: Units consisting of molded case circuit breakers individually mounted in enclosures.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
   1. Altitude: Less than 6,600 feet.
   2. Ambient Temperature: Between 23 degrees F and 104 degrees F.

D. Short Circuit Current Rating:
   1. Provide enclosed circuit breakers with listed short circuit current rating not less than the available fault current at the installed location as determined by short circuit study performed in accordance with Section 26 05 73.
   2. Listed series ratings are not acceptable.

E. Conductor Terminations: Suitable for use with the conductors to be installed.

F. Provide thermal magnetic circuit breakerswhere indicated.

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G. Provide electronic trip circuit breakers where indicated.

H. Provide insulated, groundable fully rated solid neutral assembly where a neutral connection is required, with a suitable lug for terminating each neutral conductor.

I. Provide solidly bonded equipment ground bus in each enclosed circuit breaker, with a suitable lug for terminating each equipment grounding conductor.

J. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
   1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
      a. Indoor Clean, Dry Locations: Type 1.
   2. Finish for Painted Steel Enclosures: Manufacturer's standard, factory applied grey unless otherwise indicated.
   3. Provide surface-mounted enclosures.

K. Provide externally operable handle with means for locking in the OFF position.

L. Selectivity: Where the requirement for selectivity is indicated, furnish products as required to achieve selective coordination.

2.03 MOLDED CASE CIRCUIT BREAKERS

A. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489; ratings, configurations, and features as indicated on the drawings.

B. Interrupting Capacity:
   1. Provide circuit breaker(s) with interrupting capacity as required to provide the short circuit current rating(s) indicated, but not less than:
      a. 10,000 rms symmetrical amperes at 240 VAC or 208 VAC.
      b. 14,000 rms symmetrical amperes at 480 VAC.
   2. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.

C. Conductor Terminations:
   1. Provide mechanical lugs unless otherwise indicated.
   2. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.

D. 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.

E. Electronic Trip Circuit Breakers: Furnish solid state, microprocessor-based, true rms sensing trip units.
   1. Provide the following field-adjustable trip response settings:
      a. Long time pickup, adjustable by replacing interchangeable trip unit or by setting dial.
      b. Long time delay.
      c. Short time pickup and delay.
      d. Instantaneous pickup.
      e. Ground fault pickup and delay where ground fault protection is indicated.

F. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.

G. Ground Fault Protection: Where ground-fault protection is indicated, provide system listed and labeled as complying with UL 1053.
   1. Where electronic circuit breakers equipped with integral ground fault protection are used, provide separate neutral current sensor where applicable.

H. Selectivity: Where the requirement for selectivity is indicated, furnish products as required to achieve selective coordination.

NOT FOR BIDDING PURPOSES

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.

G. Provide grounding and bonding in accordance with Section 26 05 26.

H. Set field-adjustable circuit breaker tripping function settings as determined by overcurrent protective device coordination study performed according to Section 26 05 73.

I. Set field-adjustable ground fault protection pickup and time delay settings as indicated.

J. Identify enclosed circuit breakers in accordance with Section 26 05 53.

K. Identify molded case circuit breakers in accordance with Section 26 05 53.

L. Provide arc flash warning labels in accordance with NFPA 70.

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. Ground Fault Protection Systems: Test in accordance with manufacturer's instructions as required by NFPA 70.

1. Perform inspections and tests listed in NETA ATS, Section 7.14. The insulation-resistance test on control wiring listed as optional is not required.

E. Correct deficiencies and replace damaged or defective enclosed circuit breakers.

F. Perform several mechanical ON-OFF operations on each circuit breaker.

G. Verify circuit continuity on each pole in closed position.

H. Determine that circuit breaker will trip on overcurrent condition, with tripping time to NEMA AB 1 requirements.

I. Include description of testing and results in test report.

3.04 ADJUSTING

A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

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3.05 CLEANING

A. Clean dirt and debris from circuit breaker enclosures and components according to manufacturer's instructions.

B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

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SECTION 26 28 16.16
ENCLOSED SWITCHES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Enclosed safety switches.

B. Fusible switches.

1.02 RELATED REQUIREMENTS

A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

B. Section 26 05 29 - Hangers and Supports for Electrical Systems.

C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

D. Section 26 05 73 - Power System Studies: Additional criteria for the selection of equipment and associated protective devices specified in this section.

E. Section 26 28 13 - Fuses.

1.03 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.

C. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum); 2013.

D. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.

E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

F. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.

G. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.

H. UL 98 - Enclosed and Dead-Front Switches; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate the work with other trades. Avoid placement of ductwork, piping, equipment, or other potential obstructions within the 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 enclosed switches and other installed components and accessories.

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.

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D. Project Record Documents: Record actual locations of enclosed switches.

E. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.

F. Maintenance Materials: Furnish the following for State of Delaware OMB - Division of Facilities Management's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.06 QUALITY ASSURANCE

A. 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. 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 switch internal components, enclosure, and finish.

1.08 FIELD CONDITIONS

A. Maintain ambient temperature between -22 degrees F and 104 degrees F during and after installation of enclosed switches.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. ABB: www.electrification.us.abb.com/#sle.

B. Eaton Corporation: www.eaton.com/#sle.

C. Schneider Electric: www.se.com/#sle.

D. Siemens Industry, Inc: www.new.siemens.com/#sle.

E. Substitutions: See Section 01 60 00 - Product Requirements.

F. Source Limitations: Provide enclosed switches and associated components produced by single manufacturer and obtained from single supplier.

2.02 ENCLOSED SAFETY SWITCHES

A. Description: Quick-make, quick-break enclosed safety switches listed and labeled as complying with UL 98; heavy duty; ratings, configurations, and features as indicated on the drawings.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
   1. Altitude: Less than 6,600 feet.
   2. Ambient Temperature: Between -22 degrees F and 104 degrees F.

D. Horsepower Rating: Suitable for connected load.

E. Voltage Rating: Suitable for circuit voltage.

F. Short Circuit Current Rating:

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1. Provide enclosed safety switches, when protected by the fuses or supply side overcurrent protective devices to be installed, with listed short circuit current rating not less than the available fault current at the installed location as determined by short circuit study performed in accordance with Section 26 05 73.
2. Minimum Ratings:
   a. Heavy Duty Single Throw Switches Protected by Class R Fuses: 200,000 rms symmetrical amperes.

G. Provide with switch blade contact position that is visible when the cover is open.

H. Fuse Clips for Fusible Switches: As required to accept fuses indicated.
1. Where NEMA Class R fuses are installed, provide rejection feature to prevent installation of fuses other than Class R.

I. Conductor Terminations: Suitable for use with the conductors to be installed.

J. Provide solidly bonded equipment ground bus in each enclosed safety switch, with a suitable lug for terminating each equipment grounding conductor.

K. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
   a. Outdoor Locations: Type 3R.
2. Finish for Painted Steel Enclosures: Manufacturer's standard, factory applied grey unless otherwise indicated.

L. Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.

M. Heavy Duty Switches:
1. Comply with NEMA KS 1.
2. Conductor Terminations:
   a. Provide mechanical lugs unless otherwise indicated.
   b. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
3. Provide externally operable handle with means for locking in the OFF position, capable of accepting three padlocks.

N. Provide the following features and accessories where indicated or where required to complete installation:
1. Hubs: As required for environment type; sized to accept conduits to be installed.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that the ratings of the enclosed switches are consistent with the indicated requirements.

C. Verify that mounting surfaces are ready to receive enclosed safety switches.

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 switches plumb.

F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed switches such that the highest position of the operating handle does not exceed 79 inches

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above the floor or working platform.

G. Provide grounding and bonding in accordance with Section 26 05 26.

H. Provide fuses complying with Section 26 28 13 for fusible switches as indicated or as required by equipment manufacturer's recommendations.

I. Identify enclosed switches 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 NETA ATS, except Section 4.

C. Perform inspections and tests listed in NETA ATS, Section 7.5.1.1.

D. Correct deficiencies and replace damaged or defective enclosed safety switches or associated components.

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 switch enclosures and components according to manufacturer's instructions.

B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

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SECTION 26 29 13
ENCLOSED CONTROLLERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Enclosed NEMA controllers for low-voltage (600 V and less) applications:
   1. Motor-starting switches without overload protection.

1.02 RELATED REQUIREMENTS

A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

B. Section 26 05 29 - Hangers and Supports for Electrical Systems.

C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

D. Section 26 05 73 - Power System Studies: Additional criteria for the selection and adjustment of equipment and associated protective devices specified in this section.

1.03 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.

C. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts; 2008 (Reaffirmed 2020).

D. NEMA ICS 6 - Industrial Control and Systems: Enclosures; 1993 (Reaffirmed 2016).

E. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.

F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. UL 60947-1 - Low-Voltage Switchgear and Controlgear - Part 1: General Rules; Current Edition, Including All Revisions.

H. UL 60947-4-1 - Low-Voltage Switchgear and Controlgear - Part 4-1: Contactors and Motor-starters - Electromechanical Contactors and Motor-starters; 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 required by NFPA 70.
   2. Coordinate the work to provide motor controllers and associated overload relays suitable for use with the actual motors to be installed.
   3. Coordinate the work to provide controllers and associated wiring suitable for interface with control devices to be installed.
   4. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
   5. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
   6. 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 motor controllers, enclosures, overcurrent protective devices, and other installed components and

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accessories.

1. Include characteristic trip curves for each type and rating of overcurrent protective device upon request.

C. Shop Drawings: Indicate dimensions, voltage, controller sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
   1. Include wiring diagrams showing all factory and field connections.

D. Maintenance Materials: Furnish the following for State of Delaware OMB - Division of Facilities Management's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.06 QUALITY ASSURANCE

A. 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. 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 internal components, enclosure, and finish.

1.08 FIELD CONDITIONS

A. Maintain field conditions within required service conditions during and after installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. ABB: www.electrification.us.abb.com/#sle.

B. Eaton Corporation: www.eaton.com/#sle.

C. Schneider Electric: www.se.com/#sle.

D. Siemens Industry, Inc: www.new.siemens.com/#sle.

E. Substitutions: See Section 01 60 00 - Product Requirements.

F. Source Limitations: Provide enclosed motor controllers and associated components produced by single manufacturer and obtained from single supplier.
   1. Motor-starting switches without overload protection may be produced by same manufacturer as wiring devices used for project.

2.02 ENCLOSED CONTROLLERS

A. Provide enclosed controller assemblies consisting of all required components, control power transformers, instrumentation and control wiring, accessories, etc. as necessary for a complete operating system.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Description: Enclosed controllers complying with NEMA ICS 2, and listed and labeled as complying with UL 60947-1 and UL 60947-4-1; ratings, configurations and features as indicated on the drawings.

D. Service Conditions:

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1. Provide controllers and associated components suitable for operation under the following service conditions without derating:
   a. Altitude:
      1) Class 2 Km Equipment (electromagnetic and manual devices): Less than 6,600 feet.
   b. Ambient Temperature: Between 32 degrees F and 104 degrees F.

E. Short Circuit Current Rating:
1. Provide controllers with listed short circuit current rating not less than the available fault current at the installed location as determined by short circuit study performed in accordance with Section 26 05 73.
2. Listed series ratings are not acceptable.

F. Conductor Terminations: Suitable for use with the conductors to be installed.

G. Enclosures:
1. Comply with NEMA ICS 6.
2. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
   a. Indoor Clean, Dry Locations: Type 1 or Type 12.
3. Finish: Manufacturer's standard unless otherwise indicated.

H. Motor-Starting Switches: Horsepower-rated switches without overload protection; toggle operator.
1. Configuration: As indicated on drawings.
2. Provide means for locking operator in the OFF position.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that ratings of enclosed controllers are consistent with the indicated requirements.

C. Verify that mounting surfaces are ready to receive enclosed controllers.

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. Install controllers 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 controllers plumb and level.

F. Provide grounding and bonding in accordance with Section 26 05 26.

G. Install all field-installed devices, components, and accessories.

H. Identify enclosed controllers 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 NETA ATS, except Section 4.

C. Motor Starters: Perform inspections and tests listed in NETA ATS, Section 7.16.1.1. Tests listed as optional are not required.

D. Correct deficiencies and replace damaged or defective enclosed controllers or associated components.

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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 controller enclosures and components according to manufacturer's instructions.

B. Repair scratched or marred exterior surfaces to match original factory finish.

3.06 CLOSEOUT ACTIVITIES

A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

B. See Section 01 79 00 - Demonstration and Training, for additional requirements.

C. Demonstration: Demonstrate proper operation of controllers to State of Delaware OMB - Division of Facilities Management, and correct deficiencies or make adjustments as directed.

D. Training: Train State of Delaware OMB - Division of Facilities Management's personnel on operation, adjustment, and maintenance of enclosed controllers and associated devices.
   1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
   2. Instructor: Manufacturer's authorized representative.
   3. Location: At project site.

3.07 PROTECTION

A. Protect installed enclosed controllers from subsequent construction operations.

END OF SECTION

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SECTION 26 33 53
STATIC UNINTERRUPTIBLE POWER SUPPLY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Charger/rectifier units.

B. Inverter units.

C. Batteries.

1.02 RELATED REQUIREMENTS

A. Section 26 05 29 - Hangers and Supports for Electrical Systems.

1.03 REFERENCE STANDARDS

A. IEEE 519 - IEEE Standard for Harmonic Control in Electric Power Systems; 2022.

B. NEMA PE 1 - Uninterruptible Power Systems (UPS) - Specification and Performance Verification; 2012 (Reaffirmed 2017).

C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

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

B. Shop Drawings: Indicate electrical characteristics and connection requirements. Provide battery rack dimensions; battery type, size, dimensions, and weight; detailed equipment outlines, weight, and dimensions; location of conduit entry and exit; single-line diagram indicating metering, control, and external wiring requirements; heat rejection and air flow requirements.

C. Product Data: Provide catalog sheets and technical data sheets to indicate physical data and electrical performance, electrical characteristics, and connection requirements.

D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience with service facilities within 100 miles of Project.

C. Supplier Qualifications: Authorized distributor of specified manufacturer 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.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Protect equipment from extreme temperature and humidity by storing in a conditioned space.

B. Protect equipment from dust and debris by wrapping unit in dusttight cover and storing away from construction activity.

C. Deliver batteries no sooner than 7 days before charging.

1.07 FIELD CONDITIONS

A. Do not store or install unless temperature is maintained between 32 degrees F and 104 degrees F, at a relative humidity less than 95 percent (non-condensing).

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B. Maintain conditions during and after installation of products.

1.08 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

B. Provide five year warranty from date of substantial completion including coverage for batteries.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Uninterruptible Power Supply (UPS) System:
1. Eaton Corporation: www.eaton.com/#sle.
2. Schneider Electric: www.se.com/#sle.
3. Vertiv; Liebert: www.vertiv.com/#sle.

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

2.02 UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEMS

A. System Configuration: Non-redundant type with reverse transfer. Designed for capacity expansion by addition of parallel modules in field with minimum downtime.

B. Products:
1. Basis of Design: Vertiv Liebert model EXM, 100 kVA, 480 volt, 3-phase, 3-wire input & output with dual input, single-source configuration, Maintenance Bypass Cabinet, Output Distribution Cabinet and Lithium Ion Battery Cabinet for 15-minute run time at 100 kW load at end-of-life.

C. Components:
1. Battery.
2. Rectifier/charger to maintain battery charge and to provide input to inverter when utility power is available.
3. Inverter to provide power to load during normal operation.
4. Static switch to transfer load automatically and without disturbance between inverter and utility power.
5. Manual switch to bypass static switch for maintenance.
6. Input and output filters to provide appropriate isolation and disturbance attenuation.
7. Monitors, sensors, and control circuits.

D. Design Standards: IEEE 519 and NEMA PE 1.

2.03 SYSTEM RATINGS AND OPERATING CHARACTERISTICS

A. System Continuous Rating: 100 KVA, 100 KW, over entire battery voltage range at specified power factor. Maintain output voltage within specified limits at any load from full load to no-load.

B. Battery Capacity: Capable of operating at full load for 0.25 hours.

C. Voltage Rating: 480 volts, 3 phase.

D. Input Voltage Operating Range: Plus or minus 10 percent.

E. Input Frequency Operating Range: 60 Hz. Plus or minus 3 Hz.

F. Input Current Limit: Adjustable to maximum of 125 percent of that required to operate at full load with battery bank on float charge.

G. Current Walk-in: 25 to 100 percent in fifteen seconds.

H. UPS Power Factor Over Full Range of Loads and Input Voltages: 74 to 100 percent, lagging.

I. Harmonic Distortion of Input Current Wave Form: 5 percent maximum at full load.

J. Output Voltage regulation:
1. Plus or minus 1 percent for balanced load, full range of DC input and no load to full load variations.

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2. Plus or minus 2 percent for 100 percent unbalanced load, full range of DC input and no load to full load variations.

K. Output Voltage Adjustment: Plus or minus 5 percent.

L. Output Free Running Frequency: 60 Hz Plus or minus 0.5 percent.

M. Frequency Adjustment: Plus or minus 2 Hz.

N. Output Harmonic Distortion: Maximum 5 percent rms total harmonic distortion (THD) and maximum 3 percent any single harmonic, at rated frequency and voltage, from 10 percent load to full load and over battery voltage range, measured into a linear load.

O. Voltage Transient Response for Application of 0 to 50 Percent, 50 to 100 Percent, 100 to 50 Percent, and 50 to 0 Percent Step Loads, and Transfer To and From Bypass Line:
1. Plus 8, minus 10 percent for maximum of 8.3 milliseconds.
2. Plus or minus 5 percent for maximum of 25 milliseconds.
3. Plus or minus 3 percent for maximum of 50 milliseconds.
4. Recovery to steady state within 100 milliseconds after any out-of-tolerance variation.

P. Phase Displacement:
1. 120 plus or minus 1 degrees for balanced loads.
2. 120 plus or minus 4 degrees for 50 percent unbalanced loads.

Q. Three-phase Overload Ratings:
1. 1000 percent for 5 cycles; via static switch.
2. 150 percent for 10 seconds.
3. 125 percent for 10 minutes.

R. Output Current Limit: 150 percent of rated output current.

S. Voltage Unbalance: 3 percent maximum line-line with 100 percent load unbalance.

2.04 DESIGN

A. Inverter Type: Pulse-width modulated.

B. Rectifier/Charger Capacity: Sufficient to supply full load to inverter while recharging fully-discharged battery to 95 percent of full capacity in four hours or less; and within the input current limits specified.

C. Provide means for on-line testing of UPS, including test points to allow adjusting and servicing. Provide means for testing static switch while load is bypassed to utility.

D. Mean Time Between Failures: 60,000 hours, minimum.

E. Cooling: Natural or forced convection.

F. Forced Air Cooled Unit: Provide with redundant cooling so that failure of any one cabinet cooling fan or fan circuit will not affect continued operation at full load and ambient temperature of 77 degrees F or lower.

G. Operate battery floating, isolated from the UPS AC input and AC output. The battery may be resistance grounded through 5,000 to 10,000 ohms for the purpose of ground fault sensing.

H. Do not use continuous moving parts or electron tubes. Accomplish power switching using semiconductor devices.

I. Construct equipment so each power component can be replaced without a soldering iron or special tools.

J. Use front-panel removable plug-in control modules.

2.05 FABRICATION

A. Electroplate brackets and securing hardware with corrosion resistant material. Secure bolts, studs and nuts with lock washers.

B. Identify internal wiring at each end of conductor. Provide cabinet grounding lug.

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C. Conversion Equipment Enclosure: NEMA 250, Type 1 enclosure allowing access from front for servicing adjustments and connections. Access through hinged door equipped with tumbler lock and latch handle. Equip cabinet for fork truck lifting.

D. Equip air inlet with permanent type filters and pressurize cabinet, or use gaskets around door and panel openings to prevent entry of dirt.

E. Cabinet finish: Primed and painted inside and outside with suitable semi-gloss enamel.

2.06 BATTERY

A. Storage Battery: Lead calcium heavy duty industrial battery, designed for auxiliary power service. Provide battery with impact resistant plastic case. Provide cells with explosion proof vents, clear containers, and ample space for plate growth without stressing container and cover.

B. Electrolyte Specific Gravity: No greater than 1.250 when full charged and measured at 77 degrees F.

C. Ampere-Hour Rating: Sufficient to supply direct current to inverter for outage period specified, with inverter operating at full rated output, to a discharge limit of not less than 1.65 volts per cell.

D. Battery Racks: Maximum of three-tier, all steel construction, with plastic insulating rails at all points of contact with the battery case. Paint racks with acid resistant paint.

2.07 CONTROLS AND INDICATORS

A. Controls:
1. AC input circuit breaker.
2. Inverter operate switch to initiate inverter operation.
3. Inverter standby switch to cause inverter to cease operation
4. Static switch transfer switch to permit manual actuation of static transfer switch.
5. Static switch lock-out switch to inhibit automatic retransfer of load to inverter.
6. Battery charge timer.
7. Indicator test switch.
8. Static switch preferred input circuit breaker
9. Static switch output circuit breaker.
10. Static switch bypass circuit breaker.
11. Controls for maintenance bypass switch.

B. Indicators:
1. Inverter synchronized to utility.
2. Load connected to utility.
3. Static transfer switch inhibited.
4. High/low DC voltage.
5. Overtemperature.
6. Inverter output overload.

C. Meters: Use 1 percent accuracy meters to indicate the following:
1. Rectifier/charger DC voltage and current.
2. Utility, inverter output, and load AC voltage.
3. Load AC current.
4. Inverter output and utility frequency.
5. UPS output watts.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Provide required support and attachment in accordance with Section 26 05 29.

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3.02 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Provide the services of the manufacturer's field technician to supervise adjustments, final connections, and system testing.

C. Verify specification performance criteria.

D. Measure battery discharge and recharge times.

E. Simulate fault in each system component and utility power.

F. Operate unit at 77 degrees F for eight hours.

G. Perform other tests as recommended by manufacturer.

3.03 CLOSEOUT ACTIVITIES

A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

B. See Section 01 79 00 - Demonstration and Training, for additional requirements.

C. Demonstrate operation uninterruptible power supply by simulating an outage.

D. Training: Provide minimum 8 hours of instruction each for two persons.
   1. Instruction to be conducted at project site with manufacturer's representative.

END OF SECTION

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SECTION 26 36 00
TRANSFER SWITCHES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Transfer switches for low-voltage (600 V and less) applications and associated accessories:
   1. Automatic Static Transfer Switches

1.02 RELATED REQUIREMENTS

A. Section 03 30 00 - Cast-in-Place Concrete: Concrete equipment pads.

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 53 - Identification for Electrical Systems: Identification products and requirements.

E. Section 26 05 73 - Power System Studies: Additional criteria for the selection of equipment specified in this section.

1.03 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.

C. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.

D. 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. Coordinate compatibility of transfer switches to be installed with work provided under other sections or by others.
   2. 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 required by NFPA 70.
   3. Coordinate arrangement of equipment with the dimensions and clearance requirements of the actual equipment to be installed.
   4. Coordinate the work with placement of supports, anchors, etc. required for mounting.
   5. Notify DEDC, LLC of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Preinstallation Meeting: Convene one week before starting work of this section; require attendance of all affected installers.

C. Where work of this section involves interruption of existing electrical service, arrange service interruption with State of Delaware OMB - Division of Facilities Management.

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 each product, including ratings, configurations, dimensions, finishes, weights, service condition requirements, and installed features.

C. Shop Drawings: Include dimensioned plan views and sections indicating locations of system components, required clearances, and field connection locations. Include system interconnection schematic diagrams showing all factory and field connections.
   1. Clearly indicate whether proposed short circuit current ratings are based on testing with specific overcurrent protective devices or time durations; indicate short-time ratings where

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applicable.

D. Specimen Warranty: Submit sample of manufacturer's warranty.

E. Evidence of qualifications for installer.

F. Evidence of qualifications for maintenance contractor (if different entity from installer).

G. Manufacturer's certification that products meet or exceed specified requirements.

H. Source quality control test reports.

I. Manufacturer’s detailed field testing procedures.

J. Field quality control test reports.

K. Executed Warranty: Submit documentation of final executed warranty completed in State of Delaware OMB - Division of Facilities Management's name and registered with manufacturer.

L. Project Record Documents: Record actual locations of system components, installed circuiting arrangements and routing, and final equipment settings.

M. Maintenance Materials: Furnish the following for State of Delaware OMB - Division of Facilities Management's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.06 QUALITY ASSURANCE

A. Comply with the following:
   1. NFPA 70 (National Electrical Code).

B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
   1. Authorized service facilities located within 200 miles of project site.

D. Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience with power transfer systems of similar size, type, and complexity; manufacturer's authorized installer.

E. Maintenance Contractor Qualifications: Same entity as installer or different entity with specified qualifications.
   1. Contract maintenance office located within 200 miles of project site.

F. 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 transfer switches in accordance with manufacturer's instructions.

B. 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.

C. Handle carefully in accordance with manufacturer's instructions to avoid damage to transfer switch components, enclosure, and finish.

1.08 FIELD CONDITIONS

A. Maintain field conditions within manufacturer's required service conditions during and after installation.

1.09 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

B. Provide minimum five year manufacturer warranty from date of substantial completion covering repair or replacement due to defective materials or workmanship.

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PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Transfer Switches:
   1. ABB; Cyberex: www.electrification.us.abb.com/#sle.
   2. Eaton Corporation: www.eaton.com/#sle.
   3. Vertiv; Liebert: www.vertiv.com?#sle.
   4. Substitutions: See Section 01 60 00 - Product Requirements.
   5. Source Limitations: Provide transfer switches and accessories produced by single manufacturer and obtained from single supplier.

2.02 TRANSFER SWITCHES

A. Provide complete power transfer system consisting of all required equipment, conduit, boxes, wiring, supports, accessories, system programming, etc. as necessary for a complete operating system that provides the functional intent indicated.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Automatic Static Transfer Switch:
   1. Description: Three-pole solid state AC transfer switch controlled to provide fast break-before-make transfers between two power sources.
   2. Products:
      a. Basis of Design: Vertiv Liebert model STS2, 250 ampere, 480 volt, 3-phase, 3-wire.

D. Switching Methods:
   1. Open Transition:
      a. Provide break-before-make transfer without a neutral position that is not connected to either source, and with interlocks to prevent simultaneous connection of the load to both sources.

E. Service Conditions: Provide transfer switches suitable for continuous operation at indicated ratings under the service conditions at the installed location.
   1. Altitude: 500 feet.
   2. Ambient Temperature: Between 0 degrees F and 104 degrees F.

F. Enclosures:
   1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
      a. Indoor Clean, Dry Locations: Type 1.
   2. Finish: Manufacturer's standard unless otherwise indicated.

G. Short Circuit Current Rating:
   1. Withstand and Closing Rating: Provide transfer switches, when protected by the supply side overcurrent protective devices to be installed, with listed withstand and closing rating not less than the available fault current at the installed location as determined by short circuit study performed in accordance with Section 26 05 73.
   2. Short Time Rating: Where the requirement for selectivity is indicated, provide transfer switches with short time ratings suitable for the maximum short time delay setting of the supply side overcurrent protective device.

2.03 SOURCE QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Perform production tests on transfer switches at factory to verify operation and performance characteristics prior to shipment. Include certified test report with submittals.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

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B. Verify that the ratings and configurations of transfer switches are consistent with the indicated requirements.

C. Verify that rough-ins for field connections are in the proper locations.

D. Verify that mounting surfaces are ready to receive transfer switches.

E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship).

B. Install products in accordance with manufacturer's instructions.

C. Arrange equipment to provide minimum clearances and required maintenance access.

D. Provide required support and attachment in accordance with Section 26 05 29.

E. Install transfer switches plumb and level.

F. Unless otherwise indicated, mount floor-mounted transfer switches on properly sized 4 inch high concrete pad constructed in accordance with Section 03 30 00.

G. Provide grounding and bonding in accordance with Section 26 05 26.

H. Identify transfer switches and associated system wiring in accordance with Section 26 05 53.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Provide services of a manufacturer's authorized representative to observe installation and assist in inspection and testing. Include manufacturer's detailed testing procedures and field reports with submittals.

C. Prepare and start system in accordance with manufacturer's instructions.

D. Automatic Static Transfer Switches:
   1. Inspect and test in accordance with NETA ATS, except Section 4.
   2. Perform inspections and tests listed in NETA ATS, Section 7.22.3. The insulation-resistance tests listed as optional are required, when approved by the manufacturer.
      a. 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 defective work, adjust for proper operation, and retest until entire system complies with Contract Documents.

F. Submit detailed reports indicating inspection and testing results and corrective actions taken.

3.04 CLEANING

A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

3.05 CLOSEOUT ACTIVITIES

A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

B. See Section 01 79 00 - Demonstration and Training, for additional requirements.

C. Demonstration: Demonstrate proper operation of transfer switches to State of Delaware OMB - Division of Facilities Management, and correct deficiencies or make adjustments as directed.

D. Training: Train State of Delaware OMB - Division of Facilities Management's personnel on operation, adjustment, and maintenance of transfer switches.
   1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
   2. Provide minimum of one day of training.
   3. Instructor: Manufacturer's authorized representative.

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4. Location: At project site.

3.06 PROTECTION

A. Protect installed transfer switches from subsequent construction operations.

END OF SECTION

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