SM No. CBWO9001250161

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

(EXEMPT)

20
Construction necessary to upgrade the electrical system at the Materials Lab Complex in Jackson, known as State Project No. BWO-9001-25(016) / 501781301, in the County of Hinds, State of Mississippi.
Project Completion: July 31, 2007

NOTICE

BIDDERS MUST PURCHASE A BOUND PROPOSAL
FROM MDOT CONTRACT ADMINISTRATION DIVISION
TO BID ON THIS PROJECT.

Electronic addendum updates will be posted on www.goMDOT.com

SECTION 900

OF THE CURRENT
(2004) STANDARD SPECIFICATIONS
FOR ROAD AND BRIDGE CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKSON, MISSISSIPPI

BIDDER CHECK LIST
(FOR INFORMATION ONLY)

_____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.

_____ If the bid sheets were prepared using MDOT's Electronic Bid System, proposal sheets have been stapled and inserted into the proposal package.

_____ First sheet of SECTION 905--PROPOSAL has been completed.

_____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.

_____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.

_____ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.

_____ Form OCR-485, when required by contract, has been completed and signed.

_____ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.

_____ Combination Bid Proposal of SECTION 905--PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).

_____ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.

_____ Subcontract Certificate, when included in contract, has been completed and signed.

_____ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate.

_____ A certified check, cashier's check or bid bond payable to the State of Mississippi in the principal amount of 5% of the bid has been included with project number identified on same. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Resident Agent for the Surety with Power of Attorney attached or on file with the Department's Contract Administration Engineer.

_____ Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled has been included. See Subsection 103.01, Mississippi Standard Specifications for Road and Bridge Construction, and Section 31-7-47, MCA, 1972 regarding this matter.

Return the proposal and contract documents in its entirety in a sealed envelope. DO NOT remove any part of the contract documents; exception - an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

(09/2004)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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PROJECT NUMBER: **BWO-9001-25(016) 501781**

DATE: **MARCH 5, 2007**

DESCRIPTION: This Work shall consist of minor site work and all construction work necessary for Electrical Upgrades to Materials Laboratory Complex at Jackson, Hinds County, Mississippi, in accordance with these Specifications and conforming to the Drawings.

It is the intention of these Specifications to provide the necessary items and instruction including all code compliance. Omission of items or instruction necessary or considered standard good practice for the proper installation of these proposed electrical upgrades to the building shall not relieve the Contractor of furnishing and installing such items and conforming to the building codes having jurisdiction.

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END OF DOCUMENT

LIST OF DRAWING SHEETS
SECTION 00 01 15

WORKING NUMBER	SHEET NUMBER	DESCRIPTION
-----	1	TITLE SHEET
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E0.1	3	ELECTRICAL LEGEND, ABBREVIATIONS, AND GENERAL NOTES
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END OF SECTION

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

ADVERTISEMENT FOR BIDS
SECTION 00 11 13

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Mississippi Department of Transportation Office Building, Jackson, Mississippi, until 9:30 o'clock A.M., Tuesday, April 24, 2007. Thereafter bids will be received in the First Floor Auditorium of the Mississippi Department of Transportation Office Building, Jackson, Mississippi, until 10:00 o'clock A.M., Tuesday, April 24, 2007, and shortly thereafter publicly opened for

Construction necessary to construct Electrical Upgrades to Materials Laboratory Complex at Jackson, Hinds County, Mississippi, known as Project No. BWO-9001-25(016) 501781.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates have been predetermined by the Secretary of Labor and are subject to Public Law 87-581, Work Hours Act of 1962, as set forth in the Contract Provisions.

The Mississippi Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award.

Drawings and Specifications are on file in the offices of the Mississippi Department of Transportation at Newton and Jackson.

Bid or specimen proposals must be acquired from the Contract Administration Engineer Division, First Floor of Mississippi Department of Transportation Office Building, Telephone (601) 359-7744. These proposals are available at a cost of Ten Dollars ($10.00) per proposal.

Plans may be acquired on a cost per sheet basis from MDOT Plans Print Shop, Room 1100, Administration Building, 401 North West Street, Jackson, Mississippi 39201, Telephone (601) 359-7460, FAX (601) 359-7461, E-mail plans@mdot.state.ms.us.

Bid Bond, signed or countersigned by a Mississippi Resident Agent, with Power of Attorney attached or on file with the Contract Administration Engineer of the Department, a Cashier's check or Certified Check for five (5%) percent of bid, payable to STATE OF MISSISSIPPI, must accompany each proposal.

The attention of bidders is directed to the provisions of Document 00200 - Instructions to Bidders pertaining to irregular proposals and rejection of bids.

LARRY L."BUTCH" BROWN
EXECUTIVE DIRECTOR

(SPWP)

END OF SECTION

INSTRUCTIONS TO BIDDERS
SECTION 00 21 13

Part 1 GENERAL

1.01 **QUESTIONS**: General questions should be directed to the Project Engineer. Should a Bidder find Discrepancies in or omissions from the Drawings or Project Manual, or be in doubt as to their meaning, the Bidder should immediately notify the Project Engineer. The Contract Administration Engineer will send the Project Engineer's written instruction(s) or interpretation(s) to all known holders of the Documents. Neither the Owner, nor the Project Engineer, will be responsible for any oral instruction or interpretation.

1.02 **BIDDER'S QUALIFICATIONS**:

A. **Certificate of Responsibility**: The Mississippi State Board of Contractors is responsible for Issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the Mississippi Code 1972, Annotated requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.

B. **Bid Under $50,000**: If a Bidder submits a bid not exceeding $50,000, no Certificate of Responsibility number is required; however, a notation stating the bid does not exceed $50,000 must appear on the face of the envelope, or a Certificate of Responsibility number.

C. **Bid Over $50,000**: Each Bidder submitting a bid in excess of $50,000 must show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.

D. **Joint Venture Bid**: When multiple Contractors submit a joint venture bid in excess of $50,000, a joint venture Certificate of Responsibility number must be shown on the bid and on the face of the envelope containing the bid. If the Multiple-Contractor joint venture has no joint venture Certificate of Responsibility number, each of the Contractors participating in the bid must indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.

1.03 **NON-RESIDENT BIDDER:** When a non-resident Bidder (a Contractor whose principal place of Business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form:

A. **Copy of Law**: If the non-resident Bidder's state has a resident Bidder preference law, a copy of that law shall be submitted with the Proposal Form.

B. **Statement**: If the state has no such law then a statement indicating the State of (Name of State) has no resident Contractor preference law shall be submitted with the Proposal Form.

1.04 **DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for having defaulted on a previous Contract.

1.05 **CONDITIONS OF WORK**: Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder or Contractor.

1.06 **EXAMINATION OF SITE**: All Bidders, including the general Contractor and Subcontractors shall visit the building site, compare the Drawings and Project Manual with any work in place and informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete Work in accordance with Drawings and Project Manual (Proposal) without additional cost to the Owner.

1.07 **LAWS AND REGULATIONS**: The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.

1.08 **OBLIGATION OF BIDDER**: At the bid opening, each Bidder will be presumed to have inspected the site, read and become thoroughly familiar with the Drawings and the Project Manual (Proposal) including all addenda.

1.09 **BID DOCUMENT**: The amount for Bid Document (Proposal) is indicated in the advertisement for Bids. Selected plan rooms will be issued one set of documents without charge.

Part 2 PROPOSAL FORM

2.01 **METHOD OF BIDDING**: Lump sum, single bids received on a general contract will include general, mechanical and electrical construction and all work shown on Drawings or specified in the Project Manual (Proposal).

2.02 **PROPOSAL FORMS**: The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineation or alteration and must not contain recapitulation of the work to be done. No oral or telegraphic proposals will be considered.

2.03 **TIME OF COMPLETION:** The Bidder shall agree to commence work on, or before a date specified in a written ***Notice to Proceed*** and fully complete the Project within the calendar days indicated on the Proposal Form.

2.04 **SUBSTIUTIONS**: No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents. Refer to Section 01 62 15 entitled *Product Options and Substitution Procedures* which covers procedures after the award of Contract.

2.05 **ADDENDA**: Any addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form. The Bidder shall list the Addendum number and the date received in spaces provided.

2.06 **BIDDER IDENTIFICATION**

A. **Signature**: The Proposal Form shall be signed, by any individual authorized to enter into a binding agreement for the Business making the bid proposal.

B. **Name of Business**: The name appearing on the Proposal Form should be the same as the name appearing in the current Mississippi State Board of Contractors Roster.

C. **Legal Address**: The address appearing on the Proposal Form should be the same address appearing in the current Mississippi State Board of Contractors Roster.

D. **Certificate of Responsibility Number(s)**: The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.

2.07 **BID SECURITY**: The Bid Security shall be in the form of a Bid Bond, or a Certified Check:

A. **Bid Bond**: The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base bid. The Bidder, the Surety and a Mississippi resident agent shall duly execute the Bid Bond. (No standard form is required for the Bid Bond.)

B. **Certified Check**: The Bidder may submit a certified check made out to the STATE OF MISSISSIPPI in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three (3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time.

2.08 **POWER OF ATTORNEY**: Each bid security must be accompanied by an appropriate Power of attorney.

Part 3 SUBMITTING THE PROPOSAL FORM

3.01 **SUBMITTAL**: This Proposal, which includes the Bid Forms and Specifications, must have all applicable parts completely filled out and delivered in its entirety to the address indicated on the Advertisement for Bids prior to the time and date stated.

A. **DO NOT** remove any part of the Contract Documents (Exception – An addendum requires substitution of second sheet of Section 00 42 00 *Proposal Forms*).

B. Failure to complete all of the applicable requirements may be cause for the Proposal to be considered irregular.

C. **A stripped Proposal that is not re-assembled in its correct order is considered as an irregular bid and will be rejected**.

D. The Proposal shall be submitted and sealed in the opaque envelope provided and mailed or hand-delivered.

If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal. The second mailing envelope shall have the notations "**SEALED BID ENCLOSED"** on the face thereof.

3.02 **MODIFICATION TO BID**: A Bidder may **not** modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:

A. **Notification on Envelope**: A modification may **not** be written on the outside of the sealed envelope containing the bid.

B. **Facsimile**: A facsimile (fax) will **not** be acceptable.

3.03 **WITHDRAWAL OF BID**: Any bid may be withdrawn prior to the scheduled time for opening of bids. However, bids may not be withdrawn until sixty (60) days after bid opening.

Part 4 BID OPENING AND AWARD OF CONTRACT

4.01 **OPENING OF BIDS**: Bids will be publicly opened shortly after the time stated in the advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory.

4.02 **IRREGULARITIES**: The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.

4.03 **PROTEST**: Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.

4.04 **ERRORS**: Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall provide sufficient documentation with the written request clearly proving an error was made.

4.05 **AWARD OF CONTRACT**: The Owner reserves the right to reject any, or all bids. A Contract will be awarded on the basis of the low base bid, or low combination of base bid and those alternates selected by the Owner in any order determined to be in the best interest of the Mississippi Transportation Commission and which produces a total within available funds.

4.06 **FAILURE TO ENTER INTO A CONTRACT**: The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for failure, or refusal, to execute and deliver the Contract, Bond and Certificate of Insurance within the required ten (10) days after notice of the acceptance of the bid.

4.07 **SECURITY FOR FAITHFUL PERFORMANCE**: Simultaneously, with delivery of the executed Contract, the Contractor shall furnish a Surety Bond, or Bonds, as security for faithful performance, the payment of all persons performing labor on the project and furnishing materials in connection with this Contract. The Surety on such Bond or Bonds shall be a duly authorized surety company satisfactory to the Owner and meeting all of the following requirements:

A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety.

B. Listed at the time of award in the Department of the Treasury's Federal Register as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.

C. All Bonds shall be executed on the form provided in the Project Manual under Section 00 61 00 entitled *Bond Forms.*

D. A Mississippi resident agent with the name and address typed, or lettered legibly shall countersign all Bonds.

E. All Bonds must be accompanied by an appropriate Power of Attorney.

Part 5 BIDDER'S CHECKLIST

5.01 **PROPOSAL FORM**

Base Bid
( ) Write in the amount of the base bid in numbers.

Alternates
( ) Write in each alternates amount in words and numbers.

Addenda
( ) Acknowledge the receipt of each addendum by writing in the number of the addendum and the date received.

Certification Form (SECTION 00 45 19 NON-COLLUSION AFFIDAVIT)
( ) Certification (regarding Non-Collusion, Debarment and Suspension, etc.) Form has been executed in duplicate.

Acceptance
( ) Proposal is signed by authorized person.
( ) Name of Business as it appears in the current Mississippi State Board of Contractors Roster.
( ) Legal address of the business listed above.
( ) Correct Certificate of Responsibility Number(s) as it appears in the current Mississippi State Board of Contractors Roster.

Certificate of Responsibility Number(s)
( ) Base Bid is under $50,000 and no number is required.
( ) Base Bid is under $50,000 and the statement "bid does not exceed $50,000" is on the outside of the sealed envelope.
( ) Base Bid is over $50,000 and number is required.
( ) Joint Venture and *joint venture* number is required.
Or
( ) Joint Venture participants' numbers are required.

5.02 **BID SECURITY**
( ) Included Bid Bond with Project Number, Project Name, and to the STATE OF MISSISSIPPI.
Or
( ) Included Certified Check payable to the STATE OF MISSISSIPPI.

5.03 **POWER OF ATTORNEY**
( ) Included Power of Attorney

5.04 **NON-RESIDENT BIDDER**

( ) Attached a Copy of Non-Resident Bidder's Preference Law
Or
( ) Attached a Statement

Part 6 BIDDER'S CONTACT LIST

6.01 **PROPOSAL AND CONTRACT DOCUMENTS**: If the Bidder has any questions pertaining to the following specific areas of the Documents, please direct them to the following individuals:

A.	Additional Proposals	Emma Taylor – Contract Administration	(601) 359-7744
B.	Additional Prints	Clint Wells – MDOT Plans Print Shop	(601) 359-7460
C.	Bid Forms	B.B. House – Contract Admin. Engineer	(601) 359-7730
D.	Specifications	Richard Chisolm - Area Engineer	(601) 359-7317
E.	Drawings	Richard Chisolm - Area Engineer	(601) 359-7317

F. Bidder's List & Specimen Proposals are available online at:
http://www.gomdot.com/business/bids/adv/default.htm

END OF SECTION

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
SECTION 00 22 13

Part 1 GENERAL

1.01 **WORK IN PROXIMITY OF HIGH VOLTAGE POWER LINES:** Bidders are hereby advised of Section 45-15-1, et seq., Mississippi Code of 1972, regarding the performance of work in the proximity of high voltage overhead power lines. It is the Contractor's responsibility to comply with those statutory requirements.

1.02 **AGENCY, COMMISSION AND OFFICER NAME CHANGES**

A. Whenever the term "Mississippi State Highway Department", the word "Department", or variations thereof meaning the Mississippi State Highway Department appears in the plans, proposal, contract documents, and specifications for highway construction projects, in accordance with the laws of the State of Mississippi, it shall mean the "Mississippi Department of Transportation.

B. Whenever the term "Mississippi State Highway Commission", the word "Commission", or variations thereof meaning the Mississippi State Highway Commission appears in the plans, proposal, contract documents, and specifications for highway construction projects, in accordance with the laws of the State of Mississippi, it shall mean the "Mississippi Transportation Commission".

C. Whenever the term "Director", or variations thereof meaning the Chief Administrative Officer of the State Highway Department appears in the plans, proposal, contract documents, and specifications for highway construction projects, in accordance with the laws of the State of Mississippi, it shall mean the "Executive Director of the Mississippi Department of Transportation."

1.03 **PLANT PEST QUARANTINES INFORMATION:** AT the request of the U. S. Department of Agriculture, Plant Pest Control Information Concerning Domestic Quarantines is cited as follows:

A. The entire state of Mississippi has been quarantined for the Imported Fire Ants. Soil and soil-moving equipment operating in the state will be subject to plant quarantine regulations. In general, these regulations provide for cleaning soil from equipment before it is moved from the state. Complete information may be secured from the State of Mississippi Department of Agriculture and commerce, Bureau of Plant Industry, P.O. Box 5207, Mississippi State, Mississippi 39762-5207 – Telephone 325-3390.

IMPORTED FIRE AN QUARANTINES

THE FOLLOWING REGULATED ARTICLES REQUIRE A CERTIFICATE OR PERMIT FOR MOVEMENT:

1. Soil, separately or with other things, except soil samples shipped to approved laboratories*. Potting soil is exempt, if commercially prepared, packaged and shipped in original containers.
2. Plants with roots with soil attached, except houseplants maintained indoors and not for sale.
3. Grass sod.
4. Baled hay and straw that have been stored in contact with the soil.
5. Used soil-moving equipment.

6. Any other products, articles, or means of conveyance of any character whatsoever not covered by the above, when it is determined by an inspector that they present a hazard of spread of the imported fire ant and the person in possession thereof has been so notified.

* Information as to designated laboratories, facilities, gins, oil mils, and processing plants may be obtained from an inspector.

Consult your State or Federal plant protection Inspector or your county agent for assistance regarding exact areas under regulation and requirements for moving regulated articles. For detailed information see 7 CFR 301.81 for quarantine and regulations.

1.04 **FEDERAL BRIDGE FORMULA**

A. Bidders are hereby advised that Federal Highway Administration Publication No. FHWA-MC-94-007, **BRIDGE FORMULA WEIGHTS**, dated January 1994, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration
400 7th Street, SW
Washington, DC 20590
(202) 366-2212
or
http://ops.fhwa.dot.gov/freight/regulate/sw/

1.05 **FUEL TAX APPLICABILITY TO BIDDERS AND CONTRACTORS:** Bidders are hereby advised that the Mississippi Code of 1972, section 27-55-301 et seq. requires the use of taxed diesel fuel used in performing contracts for construction, reconstruction, maintenance, or repair where such contracts are entered into with the State of Mississippi, any agency, department, institution, or political subdivision thereof. Section 27-55-313 reads as follows:

A. A tax at the rate of Eighteen Cents (18¢) per gallon until the date specified in Section 65-39-35, and Fourteen and Three-fourths Cents (14.75¢) per gallon thereafter, is levied upon any delivering other motor fuel to a retail dealer, user or any other person for use in propelling motor vehicles on the highways of this state and/or for the privilege of engaging in the business of selling and delivering other motor fuel to any other person who purchases or uses other motor fuel in performing contracts for construction, reconstruction, maintenance or repairs, where such contracts are entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any department, agency or institution of the State of Mississippi or any political subdivision thereof.

B. A tax at the rate described in this section is hereby levied upon any person who purchases, receives or acquires any other motor fuel upon which the tax has not been paid when such other motor fuel is used for any taxable purpose as set forth in this article. A tax at the rate described in this section is hereby levied upon any retailer who purchases, receives, or acquires any other motor fuel upon which the tax has not been paid when such other motor fuel is sold for use or used for any taxable purpose as set forth in this article.

C. The commission may adopt rules and regulations providing for the issuance of permits to persons performing contracts as hereinabove provided, allowing or requiring said persons to purchase other motor fuel for use in performing said contracts without the payment to the distributor of the tax imposed hereunder, and providing for such persons to report and pay such tax directly to the commission in instances where the commission determines that such payment will facilitate and expedite the collection of the tax which may be due on such purchases by the permittee. The distributor is relieved of collecting and remitting the taxes specified hereunder, when furnished with a copy of said permit, and the person holding the permit shall become liable for such taxes instead of the seller, and the full enforcement provisions of this article shall apply in the collection of the tax from the permittee. The commission may require said person to execute and file with the commission a good and valid bond in a surety company authorized to do business in this state, or with sufficient sureties to be approved by the commission, conditioned that all taxes which may accrue to the State of Mississippi under the provisions of this chapter will be paid when due. Provided further, the commission may accept a bond filed under the provision of Section 27-65-21, when such bond is conditioned upon the payment of taxes hereunder.

D. Any person who shall, while not licensed as a distributor of other motor fuel or retail dealer, sell or deliver to other persons any other motor fuel upon which the tax levied by this article has not been paid shall be liable for the tax and penalties imposed by this article if the person selling or delivering such fuel knows or has reason to know that it will be used or sold for a taxable purpose.

E. A retail dealer may, with the approval of the commission, sell or dispense tax free other motor fuel. Said retailer shall comply with all rules and regulations pertaining to retailers selling or dispensing tax free other motor fuel. The commission may require said retailer to execute and file with the commission a good and valid bond, in a surety company authorized to do business in the state, conditioned that all taxes which may accrue to the State of Mississippi under the provisions of this chapter will be paid when due. Storage tanks or pumps located at all such retail dealers' place of business which are used or to be used in storing and dispensing kerosene for lamps, stoves, heaters and domestic purposes shall bear the label "not for highway use" of letters of not less than four (4) inches in height.

F. When other motor fuel on which the full tax under this section has been paid has been Delivered to a retail dealer for sale or to a consumer for use as motor fuel for operating a motor vehicle upon the highways of this state, the distributor of other motor fuel who made said tax payments and deliveries may pick up and return to his bulk storage facility any portion of such other motor fuel which may be unused and claim credit for the amount of tax paid on the quantity so returned. In order to claim credit for the tax on the quantity of other motor fuel to be so returned, such distributor shall notify the commission of his desire to so return it. Such transaction shall only be made under the supervision of the commission.

G. When dyed diesel fuel and clear diesel fuel are accidentally mixed and the mixture is converted to nonhighway use diesel fuel, the distributor or other person owning such mixture may claim credit for the highway portion of the tax paid on such mixture. Proof satisfactory to the distributor or other person owning such mixture shall notify the commission immediately after gaining knowledge that such accidental mixture has occurred.

Bidders/Contractors are required to comply with the provisions of said section, and any revisions or amendments thereto, for all work performed under this contract; and be able to substantiate compliance when requested by the Mississippi Department of Transportation or the Mississippi State Tax Commission.

1.06 **PROMPT PAYMENT**

A. Bidders are hereby advised that the Prime Contractor must pay their subcontractor(s) for satisfactory performance of their contracts no later than a specific number of days from receipt of payment from the Department. Therefore, Prime Contractors are hereby advised of the following:

1. Within 15 calendar days after receiving payment from the Department for work satisfactorily performed, the Prime Contractor shall make prompt payment to all sub-contractors or material suppliers for all monies due.
2. Within 15 calendar days after receiving payment from the Department for work satisfactorily completed, the Prime Contractor shall promptly return all retainage monies due to all sub-contractors or material suppliers.
3. The Engineer will have the authority to suspend the Work wholly or in part and to withhold payments because of the Contractor's failure to make prompt payment within 15 calendar days as required above, or failure to submit the required OCR-484 Form, "Certification of Payments to Subcontractors", which is also designed to comply with prompt payment requirements.

1.07 **ALTERATIONS IN BIDDING PROCESS**

A. Bidders are hereby advised that they may either use the traditional method of entering their Bid information by hand on *Proposal Forms* Section 00 42 00 (Section 905, dated 2/28/01, MDOT – Edited for Building Projects) or may insert printed information obtained from the available Electronic Bid System (EBS).

B. It is the responsibility of every bidder to check for any addendum or modification to the contract document(s) for which they intend to submit a response. It shall be the bidder's responsibility to be sure they are in receipt of all addenda, pre-bid conference information, and/or questions and answers provided at, or subsequent to, the pre-bid conference, if any are issued.

The Mississippi Transportation Commission assumes no responsibility for defects, irregularities or other problems caused by the use of electronic media. Operation of this electronic media is done at the sole risk of the user.

1.08 **CONTRACT TIME**

A. It is anticipated that the Notice to Award will be issued by not later than April 24, 2007, and the date for Notice to Proceed and Beginning of Contract Time will be May 4, 2007.

B. The calendar date for completion of this Contract shall be July 31, 2007 which date or extended date as provided in Article 8 – TIME shall be the end of contract time.

C. A Construction Schedule as described in Section 01 32 00-Construction Progress Documentation of these Specifications will be required.

1.09 **SUBCONTRACTING**

The Bidder is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be acceptable to the Owner. The total allowable subcontract amount shall not exceed **sixty percent (60%) of the Contract Sum.**

END OF SECTION

PROPOSAL
SECTION 00 42 00

(Section 905, dated 2/28/01, MDOT – Edited for Building Projects)

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

Sirs: The following proposal is made on behalf of_____
(Company Name)
of_____
(Company Street Address)
_____
(Company City, State, & Zip Code)

For constructing the following designated project(s) within the time(s) hereinafter specified.

The Contract Documents are composed of the Project Manual (Proposal) and the Drawings on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

I (We) certify that I (we) possess a copy of said Contract Documents.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Contract Documents, including the Instructions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Contract Documents, Instructions and Notice(s) to Bidders, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Contract Documents and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached Contract Agreement (Section 00 52 00) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Contract Documents and Advertisement. I (We) also propose to execute the attached Contract Bond (Section 00 61 00) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check, or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Respectfully submitted, _____
(Contractor)

BY_____
(Signature)

TITLE_____

ADDRESS_____
(Street Address)

ADDRESS_____
(City, State & Zip Code)

Date _____, _____

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

(President)	(Address)
(Secretary)	(Address)
(Treasurer)	(Address)

The following is my (our) itemized proposal.

WORK NECESSARY FOR CONSTRUCTION OF ELECTRICAL UPGRADES TO MATERIALS LABORATORY COMPLEX AT JACKSON, KNOWN AS STATE PROJECT BWO-9001-25(016) 501781, IN THE COUNTY OFHINDS, STATE OF MISSISSIPPI.

I (We) agree to complete the entire Project within the specified Contract Time.

*****SPECIAL NOTICE TO BIDDERS*****

BIDS WILL NOT BE CONSIDERED UNLESS ITEM TOTALS ARE ENTERED AND THE BID CERTIFICATE (SECTION 00 45 47) LOCATED AT THE END OF THE BID SHEETS IS SIGNED

REF. NO.	PAY ITEM NO.	UNIT with	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
		Approx. Quantity		Dollar	Cents	Dollar	Cents
(10)	1550-A	lump sum	Upgrade Electrical System at Materials Lab Complex in Jackson, Hinds County ……..$_____				

TOTAL BID……$_____

*****SIGNATURE STATEMENT*****

BIDDER ACKNOWLEDGES THAT HE / SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFIED THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

_____

BIDDER'S SIGNATURE

END OF SECTION

NON-COLLUSION CERTIFICATION

SECTION 00 45 19

(Non-Collusion Certification, dated 2/28/01, MDOT – Edited for Building Projects)

(Execute in duplicate)

State of Mississippi

County of_____

I,_____,
(Name of person signing Certification)

individually, and in my capacity as_____
(Title)

_____do hereby certify under
(Name of Company, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that

_____, Bidder
(Name of Company, Partnership, or Corporation)

on Project No. BWO-9001-25(016) 501781, at 412 East Woodrow Wilson in Jackson, Hinds County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____ _____
(Date) (Signature)

END OF SECTION

NON-COLLUSION CERTIFICATION

SECTION 00 45 19

(Non-Collusion Certification, dated 2/28/01, MDOT – Edited for Building Projects)

(Execute in duplicate)

State of Mississippi

County of_____

I,_____,
(Name of person signing Certification)

individually, and in my capacity as_____
(Title)

_____do hereby certify under
(Name of Company, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that

_____, Bidder
(Name of Company, Partnership, or Corporation)

on Project No. BWO-9001-25(016) 501781, at 412 East Woodrow Wilson in Jackson, Hinds County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____ _____
(Date) (Signature)

END OF SECTION

AGREEMENT

SECTION 00 52 00

(Section 902, dated 2/28/01, MDOT – Edited for Building Projects)

CONTRACT FOR Project No. BWO-9001-25(016) 501781
Electrical Upgrades to Materials Laboratory Complex at Jackson

LOCATED IN THE COUNTY OF HINDS
STATE OF MISSISSIPPI,
COUNTY OF HINDS

This Contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned Contractor, on the other witnesseth;

That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the Proposal hereto attached, to the undersigned Contractor, such payment to be made in the manner and at the time of times specified in the Contract Documents, the undersigned Contractor hereby agrees to accept the prices stated in the Proposal in full compensation for the furnishing of all materials and equipment and the executing of all the Work contemplated in this Contract.

It is understood and agreed that the advertising according to law, the Contract Documents, are hereby made a part of this Contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned Contractor shall be responsible for all loss or damage arising out of the nature of the Work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the Work, exceptions being those specifically set out in the Contract; and for faithfully completing the whole Work in good and workmanlike manner according to the approved Contract Documents and requirements of the Mississippi Department of Transportation.

It is further agreed that the Work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

It is agreed and understood that each and every provision of law and clause required by law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto. The Contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the _____day of _____, _____

_____
Contractor(s) Company Name

By_____ MISSISSIPPI TRANSPORTATION COMMISSION
(Signature)

Title_____ By_____
Signed and sealed in the presence of: Executive Director
(Names and address of witnesses)

_____

_____ _____ _____
Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the ____ day of

_____, _____ Minute Book No. _____, Page No._____

END OF SECTION

CONTRACT BOND

SECTION 00 61 00

(Section 903, dated 2/28/01, MDOT – Edited for Building Projects)

CONTRACT BOND FOR: BWO-9001-25(016) 501781
Electrical Upgrades to Materials Laboratory Complex at Jackson

LOCATED IN THE COUNTY OF: HINDS

STATE OF MISSISSIPPI,
COUNTY OF HINDS

Know all men by these presents: that we, _____

_____Principal, a _____

residing at _____in the State of _____

and_____

residing at _____in the State of _____

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the State of Mississippi in the sum of_____

_____

($_____) Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

Signed and sealed this the _____day of _____A.D._____.

The conditions of this Bond are such, that whereas the said_____

_____

principal, has (have) entered into a Contract with the Mississippi Transportation Commission, bearing the date of _____day of _____ A.D. _____ hereto annexed, for the construction of certain Project(s) in the State of Mississippi as mentioned in said Contract in accordance with the Contract Documents therefor, on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden_____
_____ in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said Contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said Contract which said Drawings, Specifications and Special Provisions are included in and form a

part of said Contract and shall maintain the said Work contemplated until its final completion and acceptance as specified in the approved Specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said Principal(s), his (their) agents, servants, or employees in the performance of said Work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said Principal's Contract, any liquidated damages which may arise after termination of the said Principal's Contract due to default on the part of said Principal, penalties and interest thereon, when and as the same may be due this State, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said Work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statues applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said Contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said Contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Witness our signatures and seals this the _____day of _____ A.D. _____

_____	_____
(Contractors) Principal	(Surety)
By_____	By_____
(Signature)	(Signature) Attorney in Fact
	_____
Title_____	_____
(Contractor's Seal)	(Name and address of local (Mississippi) representative (Surety Seal)

END OF SECTION

GENERAL CONDITIONS
SECTION 00 72 00

Part 1 GENERAL

1.01 DESCRIPTION.

A. The American Institute of Architects **AIA DOCUMENT A201-1997**, "General Conditions of the Contract for Construction", 1997, Fifteenth Edition, Articles 1 through 14 inclusive, except as may be added to or modified herein, is hereby made a part of the Contract Documents. For brevity, **AIA DOCUMENT A201-1997** is also referred to in the Contract documents as the "General Conditions".

B. All persons intending to provide goods or services in connection with this Work are required to read and understand the referenced document prior to proceeding.

C. See Document 00800-*Supplementary Conditions.* In the event of a conflict between the **AIA DOCUMENT A201-1997,** "General Conditions of the Contract for Construction", 1997, Fifteenth Edition and Document 00800-*Supplementary Conditions,* Document 00800 shall control even if the conflicting provision in the **AIA DOCUMENT A201-1997** "General Conditions of the Contract for Construction" is not expressly deleted or revised by reference in Document 00800.

AIA® Document A201™ – 1997

General Conditions of the Contract for Construction

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

ELECTRICAL UPGRADE TO MATERIALS LABORATORY COMPLEX
JACKSON, HINDS COUNTY, MISSISSIPPI

BWO-9001-25(016) 501781

THE OWNER:
(Name and address):

THE ARCHITECT:
(Name and address):

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document has been approved and endorsed by The Associated General Contractors of America

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter 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 other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

§ 1.1.2 THE CONTRACT

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

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

§ 1.3.1 Terms capitalized in these General Conditions include those which 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

§ 1.4.1 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 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

§ 1.5.2 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.

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

§ 1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or 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 the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or

continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

§ 2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the

Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

§ 3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but 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. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.

§ 3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Sections 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Sections 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

§ 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 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

§ 3.4.3 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.

§ 3.5 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 otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which 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 AND NOTICES

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

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

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- **.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 in sufficient time to avoid delay in the Work.

§ 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. Important

communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

§ 3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review 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

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

§ 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 which 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. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. 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 which 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 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits 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.

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

§ 3.15 CLEANING UP

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Section 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

§ 4.1 ARCHITECT

§ 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

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

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

§ 4.2 ARCHITECT'S 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 (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and

deficiencies in the Work, and (3) to determine in general if the Work 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 neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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

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

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

§ 4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will 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, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

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

§ 4.2.11 The Architect will interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

§ 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 initial 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 so 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.

§ 4.3 CLAIMS AND DISPUTES

§ 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of 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. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7.1 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.

§ 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 4.4.

§ 4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.6.

§ 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 4.3.

§ 4.3.7 Claims for Additional Time

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

§ 4.3.7.2 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.

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

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

§ 4.3.10 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 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES

§ 4.4.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Sections 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 4.4.2 The Architect will review Claims and within ten days of the receipt of the 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 Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

§ 4.4.3 In evaluating Claims, the Architect 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 Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

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

§ 4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which 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 final and binding on the parties but subject to mediation and arbitration.

§ 4.4.6 When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

§ 4.4.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or 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 Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 4.4.8 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 prior to resolution of the Claim by the Architect, by mediation or by arbitration.

§ 4.5 MEDIATION

§ 4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.

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

§ 4.6 ARBITRATION

§ 4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 4.5.

§ 4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

§ 4.6.3 A demand for arbitration shall be made within the time limits specified in Sections 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section 13.7.

§ 4.6.4 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. 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.

§ 4.6.5 Claims and Timely Assertion of Claims. 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.

§ 4.6.6 Judgment on Final Award. 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.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly 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 change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

§ 5.3 SUBCONTRACTUAL RELATIONS

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

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

§ 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.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.3.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

.1 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.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 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 7.3.6.

§ 7.3.4 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.

§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor 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.

§ 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect 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, a reasonable allowance for overhead and profit. 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 7.3.6 shall be limited to the following:

.1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which 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.

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That 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 4.

§ 7.3.9 When the Owner and Contractor agree with the 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 shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.4 MINOR CHANGES IN THE WORK

§ 7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

§ 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.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to

payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work which 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 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or another 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 persistent failure to carry out the Work in accordance with the Contract Documents.

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

§ 9.6 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 promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

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

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

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

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1 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 arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. 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 written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in

the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 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 verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

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

§ 10.4 The Owner shall not be responsible under Section 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

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

§ 10.6 EMERGENCIES

§ 10.6.1 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 Section 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Sections 11.1.1.2 through 11.1.1.5.

§ 11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

§ 11.3.3 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability Insurance coverage under Section 11.1.

§ 11.4 PROPERTY INSURANCE

§ 11.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

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

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

§ 11.4.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

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

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

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

§ 11.4.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.4.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.4.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Section 4.6. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Sections 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

§ 11.5 PERFORMANCE BOND AND PAYMENT BOND

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

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance 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 which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which 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 which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract

Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the Owner prefers to accept Work which 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

§ 13.1.1 The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. 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 which do not become requirements until after bids are received or negotiations concluded.

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

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

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

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

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

§ 13.6 INTEREST

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

§ 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.7.1 As between the Owner and Contractor:

.1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

.2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

.3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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

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

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

.4 the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work

by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

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

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

.3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

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

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

.1 take possession of the site and 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 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 Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

Additions and Deletions Report for
AIA® Document A201™ – 1997

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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ELECTRICAL UPGRADE TO MATERIALS LABORATORY COMPLEX
JACKSON, HINDS COUNTY, MISSISSIPPI

BWO-9001-25(016) 501781

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, James W. Vinson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:52:30 on 03/05/2007 under Order No. 1000237945_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 1997 - General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

James W. Vinson

(Signed)

Staff Architect

(Title)

March 5, 2007

(Dated)

SUPPLEMENTARY CONDITIONS
SECTION 00 73 00

SUMMARY

1.01 DESCRIPTION

A. **Owner:** These supplements are necessary because the Owner is an agency, or political subdivision, of the State of Mississippi and occupies a different position from that of the usual Owner.

B. **Document:** The following supplements modify, change, delete from, or add to the **AIA DOCUMENT A201-1997**, "General Conditions of the Contract for Construction", 1997, Fifteenth Edition. When any Article of the General Conditions is modified, or deleted, by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect. The "General Conditions of the Contract for Construction" may also be supplemented or amplified elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of the Specifications.

1.02 Verification Of Dimensions: Before ordering any materials or doing any work, the Contractor shall verify the dimensions and shall be responsible for the accuracy of such dimensions as they affect the Work. No extra compensation will be allowed on account of differences between the dimensions shown on the Drawings and actual dimensions.

1.03 Plans And Specifications: The Specifications and the Drawings are intended to be in agreement with each other, and to be mutually explanatory. They are also intended to be complementary and any Work or material called for by either shall be provided as if called for by both.

1.04 Execution Of The Work: Sections of Division 1 General Requirements govern the execution of the Work of all Sections 2-16 of the Specifications.

1.05 Workmanship: All Work as described or required shall be executed in a neat, skillful manner, in accordance with the best-recognized trade practice. Only competent workmen (including the superintendent), who work and perform their duties satisfactorily shall be employed on the Project. When requested by the Project Engineer, the Contractor shall discharge and shall not re-employ on the Project, any person who commits trespass or who is, in the opinion of the Project Engineer, dangerous, disorderly, insubordinate, incompetent, or otherwise objectionable.

1.06 Use Of Site And Facilities: Contractor shall not allow tradesman, technicians and laborers to enter other portions of existing facilities except as predetermined and approved by the Project Engineer. Existing utilities shall not be interrupted unless pre-approved by the Project Engineer. Parking for construction vehicles shall be in areas designated by the Owner at the Pre-construction Conference.

1.07 Utilities: The Owner will furnish utilities for construction (electricity and water). Contractor must use "as- is" or pay for any necessary modifications.

1.08 Inspection Of Work: All materials and each part or detail of the Work are subject to inspection by the Project Engineer. Work performed or materials used by the Contractor without supervision, inspection, or written approval by an authorized Department representative may be ordered removed and replaced, at Contractor's expense, if found to be defective or noncompliant with the Contract Documents. No Work shall be preformed on Legal Holidays, Sundays or after 5:00 P.M. on week days without prior written approval from the Project Engineer.

Article 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 **The Contract Documents**: Delete the last sentence of this Subparagraph and substitute following sentence:

The Contract Documents include the Advertisement for Bids, Instructions to Bidders, Notice to Bidders, Proposal Form, sample forms and all portions of addenda issued prior to execution of the Contract.

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

1.6.1 Add a new sentence at the end of this Subparagraph:

This Paragraph in no way supersedes the Owner's document rights set forth in the "Engineering Services Contract" Agreement Between the Owner and the Professional.

Article 2 OWNER

2.1 GENERAL

2.1.1 Change this Subparagraph to read as follows:

The Owner, as used in these Documents, refers to the Mississippi Transportation Commission, a body Corporate of the State of Mississippi, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation for the benefit of the Department for which the Work under this Contract is being performed. The Owner is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's representative, who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, is the individual who signed the Construction Contract for the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

2.2.5 Change this Subparagraph to read as follows:

After the Contract is executed by the Executive Director, the Contractor will receive free of charge two bound copies of the Project Manual (Proposal and Contract Documents) (one executed and one blank), and five full-scale copies of the Drawings and two half-scale copies. The Contractor shall have available on the Project Site at all times one copy each of the Contract Drawings and the Project Manual (Proposal).

Article 3 CONTRACTOR

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 Change the last sentence to read as follows:

If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner and Professional shall be responsible for any resulting loss or damage.

3.18 INDEMNIFICATION

3.18.3 Add a new Subparagraph as follows:

The Contractor agrees to defend, hold harmless and indemnify the Owner against all claims or demands caused by the Contractor's acts or omissions.

Article 4 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.4 Add a new Subparagraph as follows:

The term "Architect," "Engineer," "Professional", or "Consultant" as used in these Documents refers to the Professional firm who has been directed by the Owner to design and inspect construction of this Project.

4.1.5 Add a new Subparagraph as follows:

The term "Project Engineer" as used in these Documents refers to the Mississippi Department of Transportation Executive Director's authorized representative. The term "MDOT Architect" is the representative for the MDOT Architectural Services Unit and is an advisor to the Project Engineer.

4.5 MEDIATION

4.5.1 Delete this Subparagraph in its entirety.

4.5.2 Delete this Subparagraph in its entirety.

4.5.3 Delete this Subparagraph in its entirety.

4.6 ARBITRATION

4.6.1 Delete this Subparagraph in its entirety.

4.6.2 Delete this Subparagraph in its entirety.

4.6.3 Delete this Subparagraph in its entirety.

4.6.4 Delete this Subparagraph in its entirety.

4.6.5 Delete this Subparagraph in its entirety.

4.6.6 Delete this Subparagraph in its entirety

4.7 Add a new Paragraph as follows:

ARBITRATION PROCEDURES FOR THE MISSISSIPPI TRANSPORTATION COMMISSION

All matters of dispute arising out of any agreement with the Mississippi Transportation Commission for planning, design, engineering, construction, erection, repair, or alteration of any building, structure, fixture, road, highway, utility or any part thereof, or any agreement with the Mississippi Transportation Commission for architectural, engineering, surveying, planning, and related professional services which provides for mediation or arbitration, shall comply with the following course for resolution. No arbitration hearing shall be granted on any claim in excess of One Hundred Thousand Dollars ($100,000.00).

4.7.1 Add a new Subparagraph as follows:

CONDITIONS PRECEDENT TO ARBITRATION

.1 The aggrieved party must first notify opposing party in writing in detail of the matter(s) in dispute, the amount involved and the remedy sought. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. The Chief Engineer of the Mississippi Department of Transportation, or his authorized representative, and a principal of the opposing party shall be the proper parties for such notice and shall be active parties in any subsequent dispute resolution.

.2 If the dispute cannot be satisfactorily resolved, within thirty (30) days of the complaint being rejected in writing by either party, notice by certified mail shall be given to the Project Engineer. A copy of the notice shall be sent by certified mail to the opposing party. Such notice shall be in writing setting forth in detail the matter(s) in dispute, the amount involved, the remedy sought and state that informal resolution between the parties cannot be reached. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. Opposing party shall have the opportunity to set forth in writing a rebuttal with pertinent documents attached. At the sole discretion of the Project Engineer, oral testimony may be had on the matter.

4.7.2 Add a new Subparagraph as follows:

REQUESTS FOR ARBITRATION: Within thirty (30) days of a claim being rejected in writing by the Project Engineer, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the Chief Engineer of the Mississippi Department of Transportation, P. O. Box 1850, Jackson, Mississippi 39215-1850. Such notice shall set forth in detail the matter(s) in dispute, the amount involved, and the remedy sought. A copy of the request shall be mailed to the opposite party. The party requesting arbitration must deposit the sum of two hundred dollars ($200.00) with its request as a deposit against costs incurred by the arbitrators. Each party will be notified in writing in any manner provided by law of certified mail not less than twenty (20) days before the hearing of the date, time and place for the hearing. Appearance at the hearing waives a party's right to notice.

4.7.3 Add a new Subparagraph as follows:

SELECTION OF ARBITRATORS: Upon request for arbitration, a panel of three (3) arbitrators shall be chosen. The Chief Engineer of the Mississippi Department of Transportation shall appoint one (1) member. One (1) member shall be appointed by the Executive Director of a professional or trade association that represents interests similar to that of the non-state party. The first two shall appoint the third member.

4.7.4 Add a new Subparagraph as follows:

HEARINGS: All hearings shall be open to the public. All hearings will be held in Jackson, Mississippi, unless the parties mutually agree to another location. The hearings shall be conducted as prescribed by **Mississippi Code 1972, Annotated**, Sections 11-15-113, 11-15-115, and 11-15-117. A full and complete record of all proceedings shall be taken by a certified court reporter. The scheduling and cost of retaining the court reporter shall be the responsibility of the party requesting arbitration. The costs of transcription of the record shall be the responsibility of the party requesting such transcript. No arbitration hearing shall be held without a certified court reporter. Deliberations of the arbitrators shall not be part of the record.

4.7.5 Add a new Subparagraph as follows:

AWARDS: Awards shall be made in writing and signed by the arbitrators joining in the award. A copy of the award shall be delivered to the parties by certified mail.

4.7.6 Add a new Subparagraph as follows:

FEES AND EXPENSES: Reasonable fees and expenses, excluding counsel fees, incurred in the conduct of the arbitration shall be at the discretion of the Arbitrator except each party shall bear its own attorney's fees and costs of expert witnesses.

4.7.7 Add a new Subparagraph as follows:

MODIFICATIONS, CONFIRMATIONS, AND APPEALS: All modifications, confirmations and appeals shall be as prescribed by **Mississippi Code 1972, Annotated**, Section 11-15-123 et seq. All awards shall be reduced to judgment and satisfied in the same manner other judgments against the State are satisfied.

4.7.8 Add a new Subparagraph as follows:

SECRETARY FOR THE ARBITRATORS: All notices, requests, or other correspondence intended for the arbitrators shall be sent to the Chief Engineer, Mississippi Department of Transportation, P. O. Box 1850, Jackson, Mississippi 39215-1850.

Article 5 SUBCONTRACTORS

No supplementary conditions.

Article 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

No supplementary conditions.

Article 7 CHANGES IN THE WORK

7.1 GENERAL

7.1.1 Replace the words "Change Order" with the words "Supplemental Agreement".

7.2 CHANGE ORDERS

7.2.3 Add a new Subparagraph as follows:
The maximum cost included in a Change Order (Supplemental Agreement) for profit and overhead is limited to twelve percent (12%) of the total of the actual cost for materials, labor and subcontracts. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent, job and home office expense. All Subcontractors shall acquiesce to the same requirements when participating in a Change Order (Supplemental Agreement).

Article 8 TIME

8.1 DEFINITIONS

8.1.1 Change this Subparagraph to read as follows:

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

8.1.3 Change this Subparagraph to read as follows:

The date of Completion is the date certified by the Project Engineer and approved by the Owner in accordance with Paragraph 9.8 entitled “Substantial Completion.”

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Change this Subparagraph to read as follows:

If the Contractor is delayed at any time in the commencement or progress of the Work by any act of neglect of the Owner or Project Engineer, or by any employee or either, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or any causes beyond the Contractor’s control, or by any other causes which the Project Engineer determines may justify the delay, then the Contract time may be extended by Change Order for such reasonable time as the Engineer may determine, subject to the Owner’s approval. Any claim for loss or any delay occasioned by any separate Contractor, or Subcontractor, shall be settled between the Contractor and such other separate Contractor, or Subcontractors.

Article 9 PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Add a new sentence to the end of this Subparagraph:

The form of Application for Payment will be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or a computer generated form containing similar data.

9.3.1.3 Add a new Clause to Subparagraph 9.3.1 as follows:

The Owner will retain five percent (5%) until the Work is at least fifty percent (50%) complete, on schedule, and satisfactory in the Project Engineer’s opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the Contractor for distribution to the appropriate Sub-Contractors and Suppliers. Future retainage shall be withheld at the rate of two and one half percent (2 1/2%) of the amount due the Contractor on account of progress payments.

9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

The Contractor must submit each month with this Application for Payment a separate letter stating that he is requesting an extension of time or that he had no need for an extension for that period of time. No payment on a monthly application will be made until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day's request for extension. A Contractor's letter, or statement, will not be considered as adequate justification. The receipt of this request and data by the Owner will not be considered as Owner approval in any way.

9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment on materials stored at some location other than the building site, may be approved by the Project Engineer and the Owner after the Contractor has submitted the following items:

.1 An acceptable Lease Agreement between the General Contractor and the owner of the land, or building, where the materials are located.

.2 Consent of Surety, or other acceptable Bond, to cover the materials stored off-site.

.3 All Perils Insurance coverage for the full value of the materials stored off-site.

.4 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.

.5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.

.6 A review by the Project Engineer of the materials stored off-site prior to release of payment.

.7 Guarantee no storage costs, additional delivery fees, or subsequent costs to the Owner.

. 8 List of stored items shall be sent to the Chief Engineer for his approval prior to payment of stored materials.

9.3.2.2 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment for materials stored at the building site, may be approved by the Project Engineer and the Owner after the Contractor has submitted the following items:

.1 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.

.2 List of stored items shall be sent to the Chief Engineer for his approval prior to payment of stored materials.

.3 List of stored items shall be sent to the Chief Engineer for his approval prior to payment of stored materials.

9.6 PROGRESS PAYMENTS

9.6.8 Add a new Subparagraph as follows:

The amount retained by the Contractor from each payment to each Subcontractor and material supplier will not exceed the percentage retained by the Owner from the Contractor.

9.7 FAILURE OF PAYMENT

9.7.1 Change this Subparagraph to read as follows:

The Contractor and the Owner shall be subject to the remedies as prescribed in Section 31-5-25 of the **Mississippi Code 1972, Annotated.**

9.8 SUBSTANTIAL COMPLETION

9.8.4 Add a new sentence at the end of this Subparagraph:

Substantial Completion shall not be recognized under this Contract. The Project Engineer shall determine when the building is complete to the point it can be used for its intended purpose and occupied.

9.11 LIQUIDATED DAMAGES

9.11.1 Add a new Paragraph as follows:

Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will pay the Owner liquidated damages for each calendar day of delay until the work is substantially complete as follows:

For More than	To and Including	Per Calendar Day
$ 0	$ 100,000	$ 140
100,000	500,000	200
500,000	1,000,000	300
1,000,000	2,000,000	400
2,000,000	5,000,000	650
5,000,000	10,000,000	750
10,000,000	--------	1,400

Article 10 PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.5 Change this Subparagraph to read as follows:

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 Clause 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 for Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Project Engineer 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 Paragraph 3.18.

10.3 HAZARDOUS MATERIALS

10.3.2 Delete this Subparagraph in its entirety.

10.3.3 Delete this Subparagraph in its entirety.

10.4 Delete this Subparagraph in its entirety.

10.5 Delete this Subparagraph in its entirety.

Article 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.4 Add a new Subparagraph as follows:

The Contractor's limits of liability shall be written for not less than the following:

.1 GENERAL LIABILITY:

Commercial General Liability
(Including XCU)

General Aggregate…….$	1,000,000.00	Aggregate
Products & Completed Operations……..$	1,000,000.00	Aggregate
Personal & Advertising Injury…….. .$	500,000.00	Per Occurrence
Bodily Injury & Property Damage…….$	500,000.00	Per Occurrence
Fire Damage Liability……$	50,000.00	Per Fire
Medical Expense……$	5,000.00	Per Person

.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

Bodily Injury & Property Damage…….$	1,000,000.00	Aggregate
Bodily Injury & Property Damage…….$	500,000.00	Per Occurrence

.3 AUTOMOBILE LIABILITY:

(Owned, Non-owned & Hired Vehicle
Contractor Insurance Option Number 1:

Bodily Injury & Property Damage…….$	500,000.00	Per Occurrence

(Combined Single Limit)
Contractor Insurance Option Number 2:

Bodily Injury……$	250,000.00	Per Person
Bodily Injury……$	500,000.00	Per Accident
Property Damage……..$	100,000.00	Per Occurrence

.4 EXCESS LIABILITY:

(Umbrella on projects over $500,000)

Bodily Injury & Property Damage …….$	1,000,000.00	Aggregate

(Combined Single Limit)

.5 WORKERS' COMPENSATION:

(As required by Statute)

EMPLOYERS' LIABILITY:

Accident ……$	100,000.00	Per Occurrence
Disease ……$	500,000.00	Policy Limit
Disease ……$	100,000.00	Per Employee

.6 PROPERTY INSURANCE:

Builder's Risk……..$	Equal to Value of Work
Or	
Installation Floater……..$	Equal to Value of Work

11.1.5 Add a new Subparagraph as follows:

Furnish one (1) copy of the Standard Construction Contract Certificate of Insurance Form for each copy of the Standard Form of Agreement Between Owner and Contractor specifically setting forth evidence of all coverage required by Subparagraphs 11.1.1, 11.1.2 and 11.1.3. Furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

11.1.6 Add a new Subparagraph as follows:

If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract: the termination date, or the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 Delete this Subparagraph in its entirety and substitute the following:

The Contractor shall purchase and maintain such insurance as will protect the Owner from his contingent liability to others for damages because of bodily injury, including death, and property damage, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance will be filed with the Owner and will be the same limits set forth in 11.1.4.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

Delete this Paragraph in its entirety.

11.4 PROPERTY INSURANCE (BUILDER'S RISK OR INSTALLATION FLOATER)

11.4.1 Change the first line in this Subparagraph to read as follows:

The Contractor shall purchase…

11.4.1.2 Delete this Clause under Subparagraph 11.4.1 in its entirety.

11.4.1.3 Change the following Clause in Subparagraph 11.4.1.3 to read as follows:

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

11.4.2 Delete this Subparagraph in its entirety.

11.4.3 Delete this Subparagraph in its entirety.

11.4.4 Delete this Subparagraph in its entirety.

11.4.5 Delete this Subparagraph in its entirety.

11.4.6 Delete this Subparagraph in its entirety.

11.4.10 Change this Subparagraph to read as follows:

The Owner as fiduciary shall have power to adjust and settle a loss with Insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss.

Article 12 UNCOVERING AND CORRECTION OF WORK

No supplementary conditions.

Article 13 MISCELLANEOUS PROVISIONS

No supplementary conditions.

Article 14 TERMINATION OR SUSPENSION OF THE CONTRACT

No supplementary conditions.

END OF DOCUMENT

SECTION 01 10 00 SUMMARY

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. Work covered by the Contract Documents shall be provided by one (1) General Contractor as one (1) Contract to improve the Mississippi Department of Transportation site to construct Electrical Upgrades to Materials Laboratory Complex in Jackson, Hinds County, Mississippi.

B. Time of Completion: The completion of this Work is to be on or before the time indicated on the Owner and Contractor Agreement.

C. Contractor's Duties:

1. Except as specifically noted, provide and pay for:

   a. Labor, materials, equipment.
   b. Tools, construction equipment, and machinery.
   c. Other facilities and services necessary for proper execution and completion of the Work.

2. Pay legally required sales, consumer, use, payroll, privilege and other taxes.
3. Secure and pay for, as necessary for proper execution and completion of Work, and as applicable at time of receipt of bids:

   a. Permits
   b. Government Fees
   c. Licenses

4. Give required notices.
5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that bear on performance of Work.
6. Promptly submit written notice to Project Engineer of observed variance of Contract Documents from legal requirements. Appropriate modifications to Contract Documents will adjust necessary changes. Assume responsibility for Work known to be contrary to such requirements, without notice.
7. Enforce strict discipline and good order among employees. Do not employ on Work, unfit persons or persons not skilled in assigned task.
8. Schedule of Values: Submit 8 copies to the MDOT Architectural Services Unit a Schedule of Values as described in Section 01 29 73 of these Specifications. This submittal will be recorded as submittal number one for this Project. When this submittal is approved, a copy will be transmitted to Construction Administration to be used to review and compare to amounts submitted on the CAD-720 form. Other copies will be kept by Architectural Services Unit and distributed to Project Engineer, MDOT Consultants, and Contractor.
9. Sub-Contractors List: Submit 8 copies of a list, acceptable to the MDOT, of all subcontractors to be used on the Project within seven (7) days after written notice of Contract award by the MDOT. The list shall include the Firm’s name, contact person, street address, e-mail address, telephone and fax numbers. Submit original to Contract Administration Division and one copy to the Project Engineer and to the MDOT Architect CAD-720 form - REQUEST FOR PERMISSION TO SUBCONTRACT for each subcontractor before they are allowed to perform any Work.

10. Coordination: The Contractor is responsible for the coordination of the total Project. All subcontractors will cooperate with the Contractor so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their Work. Refer to Section 01 31 00– Project Management & Coordination.

1.02 CONTRACTOR'S USE OF PREMISES

A. Confine operations at the site to areas permitted by:

1. Law
2. Ordinances
3. Permits
4. Contract Documents
5. Owner

B. Do not unreasonably encumber site with materials or equipment.

C. Do not load structure with weight that will endanger structure.

D. Assume full responsibility for protection and safekeeping of products stored on premises.

E. Move any stored products which interfere with operations of MDOT or other Contractors.

F. Obtain and pay for use of additional storage of work areas needed for operations.

G. Limit use of site for work and storage to the area indicated on the Drawings.

1.03 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.

1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

END OF SECTION

SECTION 01 26 00 CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 SCOPE: This Section describes the procedures for processing Change Orders (Supplemental Agreements) by the Project Engineer and the Contractor.

1.02 CHANGE ORDER PROCEDURES

A. Change Proposed by the Project Engineer: The Project Engineer may issue a Proposal Request to the Contractor which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing the change. The Contractor shall prepare and submit an estimate within 10 days.

B. Change Proposed by the Contractor: The Contractor may propose a change by submitting a request for change to the Project Engineer, describing the proposed change and it's full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01630 - Product Options and Substitution Procedures.

C. Contractor's Documentation:

1. Maintain detailed records of Work completed on a time and material basis. Provide full information required for evaluation of proposed changes, and substantiate costs of changes in the Work.
2. Document each quotation for a change in cost or time with sufficient data allowing evaluation of the quotation.
3. On request, provide additional data to support computations:

    a. Quantities of products, labor, and equipment.
    b. Taxes, insurance and bonds.
    c. Overhead and profit.
    d. Justification for any change in Contract Time.
    e. Credit for deletions from Contract, similarly documented.

4. Support each claim for additional costs, and for work completed on a time and material basis, with additional information:

    a. Origin and date of claim.
    b. Dates and time work was performed and by whom.
    c. Time records and wage rates paid.
    d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

D. Construction Change Directive: The Project Engineer may issue a document, approved by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order (Supplemental Agreement). The document will describe changes in the Work, and will designate method of determining any change in the Contract Sum or Contract Time. The change in Work will be promptly executed.

E. Format: The Project Engineer will prepare 5 originals of the Change Order (Supplemental Agreement) using the Mississippi Department of Transportation's Change Order (Supplemental Agreement) Form.

F. Types of Change Orders (Supplemental Agreements):

1. Stipulated Sum Change Orders: Based on Proposal Request and Contractor's fixed price quotation, or Contractor's request for a Change Order (Supplemental Agreement) as approved by the Project Engineer and the MDOT Architect.

2. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order (Supplemental Agreement) will be executed on a fixed unit price basis. For unit costs or quantities of units of work, which are not pre-determined, execute Work under a Construction Change Directive. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Order (Supplemental Agreement).
3. Time and Material Change Order (Supplemental Agreement): Submit itemized account and supporting data after completion of change, within time limits indicated in the Standard Form of Agreement Between the Owner and the Contractor. The Project Engineer will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents. The Contractor shall maintain detailed records of Work accomplished on Time and Material basis and shall provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

G. Execution of Change Order (Supplemental Agreement): The Project Engineer will issue Change Orders (Supplemental Agreements) for signatures of parties as provided in the Standard Form of Agreement Between the Owner and the Contractor. Final execution of all Change Orders (Supplemental Agreements) requires approval by the Owner.

H. Correlation of Contractor Submittals: The Contractor shall promptly revise Schedule of Values and the Application for Payment forms to record each authorized Change Order (Supplemental Agreement)as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of Work affected by the change and resubmit. Promptly enter changes in Project Record Documents.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 29 00 PAYMENT PROCEDURES

PART 1 GENERAL

1.01 METHOD OF MEASUREMENT: The method of measurement and payment shall conform to the applicable provisions of Article 9 of the AIA Document A201-1997 General Conditions of the Contract for Construction.

1.02 APPLICATION FOR PAYMENT

A. Format:

1. Applications for Payments will be prepared on AIA forms G702-Application and Certificate for payment and G703-Continuation Sheet; or, a computer generated form containing similar data may be used.

B. Preparation of Application:

1. Present required information in type written form.
2. Execute certification by signature of authorized officer.
3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for stored products.
4. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original Item of Work.
5. Prepare Application for Final Payment as specified in Section 01 77 00-Closeout Procedures.

C. Submittal Procedures:

1. Submit 3 copies of each Application for Payment to the Project Engineer and one copy to the MDOT Architect.
2. Submit an updated construction schedule with each Application for Payment as described in Section 01 32 00-Construction Progress Documentation.
3. Submit request for payment at intervals agreed upon by the Project Engineer, Owner, and Contractor.
4. Submit requests to the Project Engineer at agreed upon times, or as may be directed otherwise.

D. Substantiating Data:

1. Submit data justifying dollar amounts in question when such information is needed.
2. Provide one copy of the data with a cover letter for each submittal.
3. Indicate the Application number, date and line item number and description.

1.03 STATEMENTS AND PAYROLLS

A. The submission by the Contractor of the actual weekly payrolls showing all employees, hours worked, hourly rates, overtime hours, etc., or copies thereof, is not required to be turned in. However, each Contractor and Subcontractor shall preserve weekly payroll records for a period of three years from the date of Contract completion. All Contractor personnel working at the project site will be paid unconditionally and not less often than once a week without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations, the full amounts of wages and bona fide fringe benefits due at time of payment.

B. The payroll records shall contain the name, address, social security number, classification, rate of pay, daily and weekly number of hours worked, itemized deductions and actual wages paid to each employee.

C. Upon request, the Contractor will make payroll records available at the project site for inspection by the Department Compliance Officer or authorized representative and will permit such officer or representative to interview employees on the job during working hours.

D. The Contractor and Subcontractors shall submit Form CAD-880, “Weekly Summary of Wage Rates”, each week to the Project Engineer. The forms may be obtained from the Contract Compliance Officer, Contract Administration Division, Mississippi Department of Transportation, Jackson, Mississippi. Custom forms, approved by Contract Administration Division, may be used in lieu of CAD forms.

E. The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a timely manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first week of the estimate period in order for the Project Engineer to process an estimate.

1.04 BASIS OF PAYMENT

A. This Work will be paid for by Contract Sum for the construction of the Electrical Upgrades to Materials Laboratory Complex in Jackson, Hinds County, Mississippi. The Contract Sum shall be full compensation for all site work, for furnishing all materials, and all other Work and effort of whatever nature in the construction of the building, installation of underground and other equipment, and final clean-up of the area. It shall also be complete compensation for all equipment, tools, labor, and incidentals necessary to complete the Work.

B. Payment will be made under:

MDOT Project No. BWO-9001-25(016) 501781	Lump Sum
TOTAL PROJECT CONTRACT SUM	**LUMP SUM**

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
Not Used

END OF SECTION

SECTION 01 29 73 SCHEDULE OF VALUES

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope: Submit 6 copies of the Schedule of Values to the MDOT Architect, with a copy of the Transmittal Letter to the Project Engineer, at least 10 days prior to submitting first Application for Payment. Upon Project Engineer's request, support the values given with data substantiating their correctness. Payment for materials stored on site will be limited to those listed in Schedule of Unit Material Values (refer to Article 9 of the Supplementary Conditions for requirements). Use Schedule of Values only as basis for contractor's Application for Payment.

B. The 6 copies of the Schedule of Values will be reviewed as Submittal #1. A copy of this submittal will be reviewed by the Architect and Electrical Consultant. One copy will be retained by MDOT Architectural Services, one by Electrical Consultant, one sent to Contract Administration for use in reviewing requests for Permission to Sub-Contract, one sent to the Project Engineer, and two returned to the Contractor. If any extra copies are needed for the Contractor, adjust number submitted.

C. Form of Submittal: Submit typewritten Schedule of Values on AIA Document G703-1992, using Table of Contents of this Specification as basis for format for listing costs of Work for Sections under Divisions 02 - 33. Identify each line item with number and title as listed in Table of Contents of this Specification.

D. Preparing Schedule of Values:

1. Itemize separate line item costs for each of the following general cost items: Performance and Payment Bonds, field supervision and layout, Contingency Allowance, temporary facilities and controls, and closeout documents.
2. Itemize separate line item cost for Work required by each Section of this specification. Breakdown installed cost with overhead and profit.
3. For each line item, which has installed value of more than $20,000, break down costs to list major products for operations under each item; rounding figures to nearest dollar. Make sum of total costs of all items listed in schedule equal to total Contract Sum.

E. Preparing Schedule of Unit Material Values:

1. Submit separate schedule of unit prices for materials to be stored on which progress payments will be made. Make form of submittal parallel to Schedule of Values with each line item identified same as line item in Schedule of Values. Include in unit prices only: Cost of material, delivery and unloading site, and sales tax.
2. Make sure unit prices (if required) multiplied by quantities equal material cost of that item in Schedule of Values.

F. Review and Re-submittal: After Project Engineer / MDOT Architect's review, if requested, revise and resubmit schedule in same manner

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
Not Used

END OF SECTION

SECTION 01 31 00 PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Scope: To set forth procedures, conditions and responsibility for coordination of the total project.

B. Project Coordinator: The General Contractor shall designate one individual as Project Coordinator (Superintendent), as referred to in the General Conditions. Prior to beginning Work his name, qualifications and address shall be submitted, in writing, to the MDOT Executive Director with copies to the Construction Engineer, Contract Administration Engineer, District Engineer, Project Engineer and MDOT Architect. Upon approval, he will remain until the Project is completed and cannot be removed during construction without the written consent of the Project Engineer.

1.02 DUTIES OF PROJECT COORDINATOR (SUPERINTENDENT)

A. General:
1. Coordination: Coordinate the work of all subcontractors and material suppliers.
2. Supervision: Supervise the activities of every phase of Work taking place on the project.
3. Contractor's Daily Job Diary: Submit copy of daily job dairy to Project Engineer and MDOT Architect each Monday for previous week.
4. Electrical: Take special care to coordinate and supervise the Work of electrical and other subcontractors.
5. Communication: Establish lines of authority and communication at the job site.
6. Location: The Project Coordinator (Superintendent) must be present on the job site at all times while work is in progress. Superintendent shall advise Project Engineer of an intended absence from the work and designate a person to be in charge of the Work during such absence.
7. Permits: Assist in obtaining building and special permits required for construction.

B. Interpretations of Contract Documents
1. Consultation: Consult with Project Engineer to obtain interpretations.
2. Assistance: Assist in resolution of any questions.
3. Transmission: Transmit written interpretations to concerned parties.

C. Cessation of Work: Stop all Work not in accordance with the requirements of the Contract Documents.

D. Division One: Coordinate and assist in the preparation of all requirements of Division One and specifically as follows:
1. Enforce all safety requirements.
2. Schedule of Values: Assist in preparation and be knowledgeable of each entry in the Schedule of Values.
3. Cutting and Patching: Supervise and control all cutting and patching of other trades work.
4. Project Meetings: Schedule with Project Engineer's approval and attend all project meetings.
5. Construction Schedules: Prepare and submit all construction schedules. Supervise Work to monitor compliance with schedules.
6. Shop Drawings, Product Data and Samples: Administer the processing of all submittals required by the Project Manual.

7. Testing: Coordinate all required testing.
8. Temporary Facilities and Controls: Allocate, maintain and monitor all temporary facilities.
9. Substitutions and Product Options: Administer the processing of all substitutions.
10. Cleaning: Direct and execute a continuing (daily) cleaning program throughout construction, requiring each trade to dispose of their debris.
11. Project Closeout: Collect and present all closeout documents to the Project Engineer.
12. Project Record Documents: Maintain up-to-date Project Record Documents.

E. Changes: Recommend and assist in the preparation of requests to the Project Engineer for any changes in the Contract.

F. Application for Payment: Assist in the preparation and be knowledgeable of each entry in the Application and Certificate for Payment.

1.03 COORDINATION AND PROJECT CONDITIONS

A. 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.

B. Verify utility requirements and characteristics of 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.

C. Coordinate space requirements, supports, and installation of Mechanical and Electrical Work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy, if required.

E. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.04 SUBCONTRACTOR'S DUTIES

A. The Subcontractor is responsible to coordinate and supervise his employees in the Work accomplished under his part of the Contract.

B. Schedules: Conduct Work to assure compliance with construction schedules.

C. Suppliers: Transmit all instructions to his material suppliers.

D. Cooperation: Cooperate with the Project Coordinator and other subcontractors.

PART 2 PRODUCTS & PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 19 PROJECT MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Provisions for and procedures related to the required Project Meetings which include, but not limited to, the following for each Project Phase:

1. Pre-Construction Meeting.
2. Periodic Progress Meetings.

1.02 MEETINGS

A. Purpose of Meetings: Project Meetings shall be held for the following reasons:

1. To establish an understanding of what is expected from everyone involved.
2. To enable an orderly Project review during the progress of the Work.
3. To provide for systematic discussion of problems and effect remedies and clarifications.
4. To coordinate the Work.
5. To review installation procedures and schedules.

1.03 SCHEDULING AND ADMINISTRATION

A. The Project Engineer shall schedule and preside over all meetings throughout the progress of the Work. Duties include the following:

1. Review, modify / approve minutes of the previous meeting.
2. Discuss items that have been done the previous month and anticipated work to be done within the next month.
3. Review Contractor's Pay Request and resolve questions or conflicts with Construction Documents.

B. The Contractor shall attend and administer all meetings throughout the progress of the Work. Duties include the following:

1. Preparation of agenda for meetings
2. Distribution of agenda and written notice 7 days in advance of date for each regularly scheduled meeting.
3. Make physical arrangements for meetings.
4. Record the minutes which shall include list of all participants and all significant proceedings and, in particular, all decisions, agreements, clarifications, and other data related to Project cost, time, and modifications.
5. Distribute copies of minutes within 7 calendar days to all parties affected by decisions made at the meeting.
6. Follow-up unresolved matters discussed at meetings and promptly effect final resolution, especially for work in progress. Advise all effected parties of result and include report of activities in next scheduled meeting.

C. Representatives of Contractor's, Subcontractor's, and Supplier's attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

D. Consultants may attend meetings to ascertain work is expedited consistent with Contract Documents and construction schedules.

1.04 PRE-CONSTRUCTION MEETING

A. Schedule: Schedule Pre-Construction Meeting within 10 days after Notice to Proceed.

B. Location: A central site, convenient for all parties, designated by the Contractor and approved by the Project Engineer and the MDOT Architect.

C. Attendance: Attending shall be the Project Engineer and MDOT representatives associated with the Project, the MDOT Architect (if requested by the District), his Consultants, the General Contractor, all major Subcontractors, and any representatives of governmental or other regulatory agencies as required.

D. Minimum Agenda:

1. Distribute and discuss construction schedule prepared by Contractor.
2. Review critical Work sequencing.
3. Designate responsibilities.
4. State procedures for submittals.
5. State procedures for maintaining record documents.
6. State procedures for change orders.
7. State procedures for application of payment.
8. Coordinate use of premises, including office and storage areas.
9. List Owner's requirements.
10. Show clear understanding of Security.
11. Show clear understanding of Housekeeping procedures.

1.05 PROGRESS MEETINGS

A. Schedule: Progress Meetings will be scheduled monthly. The Project Engineer will cancel the meeting with at least 48 hours notice if a meeting is not necessary for any particular month.

B. Place of Project Meetings: Contractor’s Field Office except as otherwise agreed.

C. Attendance: Attending shall be the Project Engineer or his representative and MDOT representatives associated with the Project, the MDOT Architect or his representative (if requested by the District) and his Consultants, the General Contractor, and all Subcontractors as pertinent to the agenda.

D. Minimum Agenda:

1. Review, modify / approve minutes of the previous meeting.
2. Review work progress since last meeting.
3. Note field observations, problems and decisions.
4. Identify problems that impede planned progress.
5. Review off-site fabrication problems.
6. Revise construction schedule as indicated.
7. Plan progress during the next work period.
8. Review submittal schedules; expedite and modify as required.
9. Review proposed changes,
10. Review Request for Payment.
11. Complete other current business.

PART 2 PRODUCTS & PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope: Provide projected Construction Schedules for entire Work and revise monthly to show progress through the pay period. The following is a minimum requirement and other type schedules are acceptable with Owner's approval.

B. Form of Schedules: Prepare in form of horizontal bar chart.

1. Provide separate horizontal bar column for each trade or operation.
2. Order: Table of Contents of Specifications.
3. Identify each column by major Specification section number.
4. Horizontal Time Scale: Identify first work day of each week.
5. Scale and Spacing: To allow space for updating.

C. Content of Schedules:

1. Provide complete sequence of construction by activity.
2. Indicate dates for beginning and completion of each stage of construction.
3. Identify Work of logically grouped activities.
4. Show projected percentage of completion for each item of Work as of first day of each month.

D. Updating:

1. Show all changes occurring since previous submission of updated schedule.
2. Indicate progress of each activity and completion dates.

E. Submittals:

1. Submit initial schedules to the Project Engineer / MDOT Architect within 15 days after date of Notice to Proceed.
2. Submit to the Project Engineer / MDOT Architect, periodically updated schedules accurately depicting progress to first day of each month.
3. Submit 2 copies, one to be retained by the Project Engineer and the other forwarded to the MDOT Architect.

F. If the Contractor is required to produce two revised construction schedules because of lack of progress in the Work, the Owner will notify the Contractor's surety.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Scope: Submit to the MDOT Architectural Services Unit shop drawings, product data, and samples required by Specification Sections. Faxed submittals will **Not** be accepted. Do **Not** submit Material Safety Data Sheets for approval. Refer to Section 01 62 15 – Product Options and Substitution Procedures, for requirements concerning products that will be acceptable on this Project.

B. Shop Drawings: Original **(legible)** drawings prepared by Contractor, subcontractor, supplier or distributor which illustrate actual portions of the Work; showing fabrication, layout, setting or erection details. Reproductions of the Contract Drawings will **Not** be acceptable. Minimum requirements for shop drawings shall include the following:

1. Prepared by a qualified detailer.
2. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
3. Minimum sheet size: 8-1/2 inches by 11 inches.
4. Reproductions for submittals: 9 Prints.
5. Shop drawings shall be stamped and signed by the Contractor certifying accuracy, completeness and compliance with Contract requirements prior to submitting to the MDOT Architectural Services Unit.

C. Product Data: Provide 9 copies each. Minimum information submitted shall include the following:

1. Manufacturer's standard schematic drawings: Modify drawings to delete information that is not applicable to the Project. Supplement standard information to provide additional information applicable to Project.
2. Manufacturer’s catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data: **Clearly Mark** each copy to identify pertinent materials, products or models. Show dimensions and clearances required. Show performance characteristics and capacities, wiring diagrams and controls.
3. Product Data shall be stamped and signed by the Contractor certifying accuracy, completeness and compliance with contract requirements prior to submitting to the MDOT Architectural Services Unit.

D. Samples: Provide physical examples to illustrate materials, equipment or workmanship and to establish standards by which completed Work is judged.

1. Provide one copy each of sufficient size and quantity to clearly illustrate functional characteristics of products or material with integrally related parts and attachment devices and full range of color samples.
2. Samples remain the property of the Architectural Services Unit until completion of construction of the Project.
3. Samples (except for color samples) will not be required when specified product is submitted.
4. If a specified product color is discontinued, Contractor shall notify Project Engineer promptly to determine if it affects other color selections.

E. Field Samples and Mock-Ups: Erect on Project Site at location acceptable to Project Engineer.

1. Construct each sample or mock-up complete, including Work of all trades required in the finished Work. Field Samples are used to determine standards in materials, color, texture, workmanship, and overall appearance.
2. Work shall not be allowed using these materials until the mock-up is approved.
3. The mock-up shall not be destroyed, until after the Work it represents is finished, without permission of the Project Engineer. This mock-up shall be used as a standard to compare to the Work it represents for color, craftsmanship, overall appearance, and how the different materials make up the whole system.

F. Contractor Responsibilities:

1. Review shop drawings, product data, and samples prior to submission.
2. Verify field measurements, construction criteria, catalog numbers and other data.
3. Coordinate each submittal with requirements of Work and Contract Documents.
4. Contractor's responsibility for errors and omissions in submittals is not relieved by MDOT Architect's / Consultant's review of submittals.
5. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by review of submittals unless written acceptance of specific deviations is given.
6. Notify the Project Engineer in writing at the time of submission, of deviations in submittals from requirements of Contract Documents.
7. Order no materials or begin no Work requiring submittals until the return of submittals bearing MDOT Architect / Consultant's stamp and initials indicating review.
8. After MDOT Architect / Consultant's review, distribute copies.

G. Submission Requirements:

1. Schedule submission with ample time given to review submittals prior to being needed.
2. Submit 9 copies of shop drawings and product data with additional number of copies, if required, by Contractor for distribution.
3. Submit number of samples specified in each Specification Section.
4. Accompany submittals with transmittal letter, in duplicate, containing data, project title and number; Contractor's name and address; the number of each Shop Drawings, product data and samples submitted; notification of deviations from Contract Documents; and other pertinent data.
5. Each copy of submittals shall include the following:
   a. Date and revision dates.
   b. Project title and number.
   c. The names of Project Engineer, Contractor, Supplier, Manufacturer, and separate detailer, when pertinent.
   d. Identification of product or material.
   e. Relation to adjacent structure or materials.
   f. Field dimensions, clearly identified as such.
   g. **Specification Section Number**.
   h. Applicable standards such as ASTM Number or Federal Specification.
   i. A blank space, 2 inches by 3 inches for the Reviewer's stamp.
   j. Identification to deviations from Contract Documents.
   k. Contractor's stamp, initialed or signed, certifying the review of submittal, verification of field measurements, and compliance with Contract Documents.

H. Resubmission Requirements:

1. Shop Drawings: Revise initial Drawings as required and resubmit as specified for initial submittal. Indicate on Drawings, any changes that have been made other than those required by the Reviewer.
2. Product Data and Samples: Submit new data and samples as required for initial submittal.

I. Distribution of Submittals after Review:

1. Distribute copies of Shop Drawings and product data which carry MDOT Architect's / Consultant's stamp to: Project Engineer's File, Architectural Services Unit File, Architect's File(as required) / Electrical / Mechanical / Structural Engineer's File (as required), Materials' File (if concrete), Contractor's File, Job Site File, and Subcontractor, Supplier and/or Fabricator as necessary.
2. Distribute samples as directed. The Project Engineer, MDOT Architect and Consultant (as required) shall retain one of each.

J. MDOT Architect / Consultants' Duties:

1. Review submittals with reasonable promptness.
2. Review for design concept of Project and information given in Contract Documents.
3. Review of separate item does not constitute review of an assembly in which item functions.
4. Affix stamp and initial, or signature, certifying the review of submittal.
5. Return submittals to the Architectural Services Unit, which will forward one copy to the Project Engineer, one copy to the Materials Engineer (if concrete), and the remainder to the Contractor.
6. Retain one copy of reviewed submittals.

K. Delays attributable to untimely submittals, submittals not approved, or time taken to resubmit will not serve as a basis for a Contract Time extension.

L. Acceptance of submittal items will not preclude rejection of these items upon discovery of defects in them prior to final acceptance of completed Work.

M. After an item has been accepted, no change in brand, make, manufacturer's catalog number, or characteristics will be considered unless:

1. Satisfactory written evidence is presented to and approved by the Project Engineer, that manufacturer cannot make scheduled delivery of accepted item, or;
2. Item delivered has been rejected and substitution of a suitable item is an urgent necessity, or;
3. Other conditions became apparent which indicates acceptance of such substitute item to be in the best interest of the Owner.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 42 19 REFERENCE STANDARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Identification and purpose of Reference Documents.

B. Administrative procedures and responsibility for the use of Reference Documents.

1.02 IDENTIFICATION AND PURPOSE

A. Identification: Throughout the Contract Documents are references to nationally known and recognized Codes, Reference Standards, Reference Specifications, and similar documents that are published by Regulatory Agencies, Trade and Manufacturing Associations and Societies, Testing Agencies and others. References also include certain Project Documents or designated portions.

B. Purpose: All named and otherwise identified “Reference Documents” are “by reference” hereby incorporated into these Specifications as though fully written and hereby serve to establish specific requirements and pertinent characteristics for materials and workmanship as well as methods for testing / reporting on compliance thereto.

1.03 PROCEDURES AND RESPONSIBILITIES

A. Compliance with Laws and Codes of governmental agencies having jurisdiction shall be mandatory and take precedence over the requirements of all other Reference Documents. For products or workmanship specified by Associations, Trade, or Federal Standards, comply with the requirements of the standard, except when supplemented instructions indicate a more rigid standard and / or define more precise requirements. Should specified reference standards conflict with regulatory requirements or the Contract Documents, request MDOT Architect’s clarification before proceeding.

B. The Contractor (including any and all Parties furnishing and / or installing any portion of The Work) shall be familiar with the indicated codes and standards. It shall be the Contractor’s responsibility to verify the detailed requirements of the specifically named codes and standards and to verify (and provide written certification, when required) that the items procured for use in this Work (and their installation, as applicable) meet or exceed the specified requirements.

C. When date of Reference Document is not specified, conform to latest edition of said Document except when earlier editions are specifically required by Codes.

D. The contractual relationship of the Parties to the Contract shall not be altered from the requirements of the Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 43 00 QUALITY ASSURANCE

PART 1 GENERAL

1.01 WORK QUALITY

A. Shop and field work shall be performed by mechanics, craftspersons, artisans, and workers skilled and experienced in the fabrication and installation/application of the work involved. The Work of this Project shall be performed in accordance with the Drawings, reviewed and approved shop drawings, and these Specifications. Quality of work shall conform to the highest established standards and practices of the various trades involved.

B. All work shall be erected and installed plumb, level, square, and true, or true to indicated angle, and in proper alignment and relationship to the work of other trades. Finished work shall be free from defects and damage.

C. Nothing specified in these Specifications shall be construed as relieving the Contractor of any responsibility for the quality of the finished work. Surfaces on which specified finishes are to be applied shall be in proper condition in every respect for superior finished work and long life without defects.

D. The Contractor's performance of the work hereunder shall be to the satisfaction of the Project Engineer. The Project Engineer reserves the right to reject materials and work qualities which are not considered to be up to the accepted high standards of the various trades involved. Such inferior material or work quality shall be repaired or replaced, as directed by the Project engineer, at no additional cost to the Owner.

1.02 MANUFACTURERS' SPECIFICATIONS AND INSTRUCTIONS

A. Unless otherwise indicated or specified, manufactured materials, products, processes, equipment, systems, assemblies, and the like shall be erected, installed, or applied in accordance with the manufacturers' instructions, directions, or specifications. Said erection, installation, or application shall be in accordance with printed instructions furnished by the manufacturer of the material or equipment concerned for use under conditions similar to those at the jobsite. Two copies of such instructions shall be furnished to the Architect, and the Architect's acceptance therefore shall be obtained before work is begun.

B. Any deviation from the manufacturers' printed recommendations shall be explained and acknowledged as correct and appropriate for the circumstances, in writing, by the particular manufacturer. Any deviations must be reviewed by the Architect prior to any action by the Contractor. The Contractor will be held responsible for installations contrary to the respective manufacturers' recommendations.

1.03 SPECIALIST APPLICATOR/INSTALLER

A. Materials, equipment, systems, and assemblies requiring special knowledge and skill for the application or installation of such materials, equipment, systems, or assemblies shall be applied or installed by the specified product manufacturer or its authorized representative or by a skilled and experienced subcontractor qualified and specializing in the application or installation of the specified product with at least five years of successful experience in the type of work indicated and specified.

B. The installation subcontractor shall be approved by the product manufacturer, as applicable, and a copy of the installer's approval letter from the manufacturer shall be submitted to the Architect.

1.04 MANUFACTURER'S FIELD SERVICES

A. The manufacturer of a product, system, or assembly which requires special knowledge and skill for the proper application or installation of such product, system, or assembly shall provide appropriate field or job service at no additional cost to the Contractor or Owner. The manufacturer shall inspect and approve the application or installation work.

B. The Contractor shall make all necessary arrangements with the manufacturer of the products to be installed to provide onsite consultation and inspection services to assure the correct application or installation of the product, system, or assembly.

C. The manufacturer's authorized representative shall be present at the time any phase of this work is started.

D. The manufacturer shall inspect and approve all surfaces over which, or upon which the manufacturer's product will be applied or installed.

E. The manufacturer's representative shall make periodic visits to the site as the work proceeds as necessary for consultation and for expediting the work in the most practical manner.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 GENERAL: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.

1.02 FIELD OFFICE AND STORAGE FACILITIES

A. The Contractor shall not be responsible for construction of a field office. The Contractor shall provide, maintain, and remove when directed, suitable substantial and watertight temporary field office and storage shed(s), in locations on the site as directed by the Project Engineer, or his authorized representative and best suited for their respective uses, as follows:

1. Field Office: The Contractor is not required to furnish a field office, but shall provide at the job site duplicates of all correspondence, shop drawings, plans, specifications, samples, etc. required to administer the Project. These duplicates will be permanently kept as reference and shall not be used in the field. Contractor shall provide the Project Engineer and the MDOT Architect with job site and emergency telephone numbers.
2. Storage Facilities: It shall be the Contractor's option to provide watertight storage facilities for storage of cement, lime, and / or other materials subject to water damage. If storage facilities are used, it shall be of sufficient size to hold all materials required for logically grouped activities on the site at one time, and shall have floors raised at least 6 inches above the ground on heavy joists or sleepers. Fully enclosed trailer is allowed, but location must be coordinated with Project Engineer.

1.03 FURNISHING AND MAINTENANCE OF EQUIPMENT: Furnish and maintain all equipment such as temporary stairs, ladders, ramps, scaffolds, hoists, runways, derricks, chutes, elevators, etc. as required for proper execution of the Work of all trades. All such apparatus, equipment and construction shall meet all the requirements of the Labor Law and other applicable State or local laws

1.04 ELECTRIC LIGHTS AND POWER: Supply lights and power when necessary for the progress of the Work. The operating costs shall be borne by the Owner. Temporary wiring, where required, shall be run in conduits.

1.05 WATER: Supply water service. The operating costs shall be borne by the Owner.

1.06 ROADS AND ACCESS: The drive is to remain open at all times. A flagman will be required to control traffic when construction vehicles are present.

1.07 TOILETS FOR WORKMEN: Provide and maintain all necessary toilets for workmen. Toilets are to be maintained in strict accordance with the regulations of the State Board of Health. The toilets are to be located on the site as directed by the Project Engineer or his authorized representative.

1.08 SECURITY / PROTECTION PROVISIONS

A. The types of temporary security and protection provisions required include, but are not limited to, fire protection, barricades, warning signs / lights, personnel security program (theft prevention), environmental protection, and similar provisions intended to minimize property losses, personal injuries and claims for damages at Project Site(s).

B. Barricades and Construction Fence: Provide and erect all necessary barricades and any other protection required. Provide all necessary warning and danger lights from twilight to sunrise.

C. Fire Extinguishers: Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type A extinguishers at locations of low potential for either electrical or grease/oil flammable liquid fires: provide Type ABC dry chemical extinguishers at other locations; comply with recommendations of NFPA No. 10. Post warning and quick-instructions at each extinguisher location, and instruct personnel at Project Site, at time of their first arrival, on proper use of extinguishers and other available facilities at Project Site. Post local fire department call number on each telephone instrument at Project Site.

D. Environmental Protection Procedures: Designate one person, the Construction Superintendent or other, to enforce strict discipline on activities related to generation of wastes, pollution of air/water/soil, generation of noise, and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of Project Site.

1.09 BURNING OF TRASH: No burning of trash or debris shall be done on Owner's property. All such materials shall be removed from the site and disposed of in accordance with local laws and ordinances.

1.10 POWDER ACTUATED TOOLS: The use of powder actuated tools shall be prohibited from use during all phases of the construction, unless explicitly approved in writing, prior to construction, by the Project Engineer.

1.11 FIRE HAZARDS: Special precautions shall be taken to reduce fire hazards where electrical or gas welding or cutting Work is done and suitable fire extinguishing equipment shall be maintained near such operations.

1.12 CONDUCT OF WORKERS: Workmen, who, because of improper conduct or persistent violation of Owner's requirements, become objectionable, shall be removed at the Owner's request. Inform all workmen of Owner's requirements.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 61 15 BASIC PRODUCT REQUIREMENT

PART 1 GENERAL

1.01 SECTION INCLUDES: The products of The Work and the requirements for their quality, delivery, handling, storage, protection and installation.

1.02 DEFINITIONS

A. "Products". Defined as: The materials, machinery, equipment, components, and systems, in whole or in part, incorporated into The Work. "Products" does not include materials, tools, devices, machinery, equipment and systems used for the preparation, manufacture, fabrication, conveying and installation of The Work.

B. "Level of Excellence". Defined as: The degree of quality for the Products and Workmanship of this Project. The required "degree of quality" shall be established on the basis of one or more of the following criteria which shall become the minimum acceptable "level of excellence" for the Work of this Project:

1. Products selected by Architect / Engineer.
2. Architect's / Engineer's Specifications.
3. Reference Standards.
4. Manufacturer's Instructions.
5. Industry Standards.

a. In the absence of all the criteria from the Specifications Section, the normal local Industry Standard shall prevail. The Party or Parties responsible for the required work shall be experienced in the work to be provided; shall have knowledge as to what, in the local area, constitutes "good and acceptable practice" in producing the completed Work of this Section, and will be expected to provide nothing less.

1) Example: Masonry and Drywall Contractors are expected to know that Industry Standards, "good practice", and "common sense" dictate, to prevent cracks in the completed work, control joints must be installed at minimum distances or should be placed in certain locations where movement or other stress conditions are likely to occur. When such items are not specified or shown on the Drawings, the Contractor will be expected to request the MDOT Architect's clarification for location (primarily for esthetic considerations) and then provide not less than the minimum Industry Standard, at no additional cost to the Owner.

C. "Standard of Quality". Defined as: A specific and particular manufacturer whose product(s) has / have been selected by the Architect as amply suitable to meet the Project requirements in one or more of the following criterions: appearance, physical attributes, performance characteristics, appropriateness for intended use, and cost.

1. The work of the individual Specification Section will be based on product(s) of the "Standard of Quality Manufacturer" and the product(s) of that manufacturer, designated within the Specifications Section by catalog number(s) (or other identification), shall become "Standard of Quality Product(s) and the basis by which the product(s) of "Other Acceptable Manufacturers", and any substitutions, are judged.
2. In the absence of the designation "Standard of Quality", such as for generic product, material or system, then the specified item (product, material or system) shall be the reference standard and shall become the "Standard of Quality".

D. "Equivalent Products". Defined as: Products having a level of excellence which, in the MDOT Architect's judgment, is equal to the level of excellence established by the product(s) selected as Architect's / Engineer's "Standard of Quality".

E. "Manufacturer". Defined as: An entity whose principal business is the manufacturing, fabricating, assembling, and / or supplying of products / systems from off site for incorporation (in whole, or in part, such as components of a system) into the construction at the Project Site.

1. The Architect's / Engineer's selection of a particular manufacturer usually is on the basis of the manufacturer's reputation within the Construction Industry, and / or "track record" with the Architect / Engineer, for producing quality products on time, and providing responsive follow-up and reliable warranties.
2. The terms "Fabricator" and "Supplier" used in these Specifications shall be synonymous with "manufacturer".

F. "Other Acceptable Manufacturers". Defined as: Manufacturers who have qualifications and products similar to those of the "Standard of Quality" Manufacturer (see above) selected by Architect / Engineer and are therefore "acceptable" to offer any of their products considered to be "equivalent" to the specified product(s).

1. To the best of the Architect's / Engineer's knowledge, information and belief, the manufacturers, listed as "Other Acceptable Manufacturers", now have products available that are considered to be "equivalent" to the specified product (or selection) of the "Standard of Quality" Manufacturer. Where no "Standard of Quality" is indicated then any of the "Acceptable Manufacturers" listed may offer products complying with the specified requirements.
2. The inclusion of particular manufacturers as "Other Acceptable Manufacturers" does not signify that other (that is, unlisted) manufacturers are not acceptable or that they do not have equivalent products nor does the omission of any manufacturer's name indicate unacceptability for any reason.
3. Manufacturers, who are not listed in the Contract Documents, and who desire consideration, must submit their product under provisions of Section 01 62 14 - Product Options and Substitutions Procedures.

1.03 QUALITY ASSURANCE – GENERAL

A. The quality of all products and workmanship shall be in accordance with the provisions of this Section and the requirements of the individual Specifications Section.

B. Whenever a "level of excellence" higher than the minimum industry standard is expected for products and workmanship, the more rigid standards and precise requirements will be indicated within individual Specifications Sections.

1. Example: For whatever reason, the Architect may specify a "dry film thickness (DFT)" for a coating that is more than the manufacturer's recommendation or than normally available in a three coat system. It shall be the Contractor's responsibility to achieve the required DFT with one or more additional coats, none of which shall be more than the manufacturer's recommendation for wet film thickness, for a single coat, when applied.

C. Establishing and maintaining Project Quality Control shall be the responsibility of the Contractor.

1.04 QUALITY ASSURANCE – PRODUCTS

A. All products incorporated into The Work shall be new except where otherwise provided by the Contract Documents and shall comply with the requirements of the individual Specifications Sections and as supplemented herein. All products incorporated into the Work shall be asbestos free. Products containing asbestos are not acceptable and will be considered as defective material. Whenever these products containing asbestos are discovered, they shall be removed from the Work at no cost to the Owner. Contractor shall certify that all materials incorporated into the Work are asbestos free, refer to Section 01 77 00 - Closeout Procedures.

B. Matching / Mating of Products:

1. Products required in quantity within a Specifications Section shall be the same, and shall be interchangeable.
2. All manufactured products exposed to view, especially those considered as “Finishes” (including, but not limited to, items as floor material, wall coverings, glass, paint ceiling tile, that are installed or applied directly from manufacturer’s containers), shall be of the same factory “run”.
3. The Contractor is expected to secure a sufficient quantity with initial purchase to avoid running short. Materials within an area that do not match, as a result of such failure, will be cause to reject all materials and will not be grounds for additional compensation.

C. Extra Materials: When required by individual Specifications Sections, provide products, spare parts and maintenance material in condition and quantities required. All “extra materials” shall be of the same factory “run” as installed materials. Deliver to Project Site, properly store in appropriate locations, and obtain receipt from authorized person prior to Final Payment.

1.05 QUALITY ASSURANCE – WORKMANSHIP

A. Comply with the “level of excellence” required by individual Specifications Sections. In the absence of specific requirements, comply with product(s) manufacturer’s instructions and Industry Standards.

B. Use only suitably qualified craftsmen to produce work of the specified quality.

1. Craftsmen shall be of excellent ability, thoroughly trained and experienced in types of work required, completely familiar with the quality standards, procedures and materials required.
2. In the acceptance or rejection of manufactured and / or installed work, the MDOT Architect will make no allowance for the lack of skill on the part of workmen.

C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

D. Provide finishes to match approved samples.

E. Adjusting of Operating Products: As follows:

1. Adjust moving parts of product / equipment (including, but not limited to, doors, drawers, hardware, appliances, mechanical and electrical equipment) to ensure smooth and unhindered operation and movement at time when Owner assumes control of item’s use.
2. All items shall be properly set, calibrated, balanced, lubricated, charged, and otherwise prepared and ready for intended use.
3. Starting of Systems: When specified in individual Sections, require manufacturer’s representative to be present at the Site to inspect, check, and approve equipment installation prior to start-up; to supervise placing equipment in operation; and to certify by written report that equipment has been properly installed, adjusted, lubricated, and satisfactorily operated under full load conditions.
4. Equipment/systems Demonstrations and Personnel Instruction: When specified in individual Sections, require manufacturer to provide authorized representative to demonstrate operation of equipment and systems and to instruct Owner’s personnel on proper operation and maintenance manuals as basis of instruction and demonstration. Include start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at schedule times, at equipment location.

1.06 TRANSPORTATION AND HANDLING

A. Transport products by means and methods to avoid product damage; deliver in undamaged condition in manufacturers' unopened containers or packaging, keep dry.

B. Provide equipment and personnel to handle products by means to prevent soiling or damage.

C. Promptly inspect shipments for compliance with requirements, quantities, and damage.

1.07 STORAGE AND PROTECTION

A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weathertight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions. Protect prefinished surfaces from damage or deterioration by acceptable means; do not use adhesive papers, sprayed or strippable coatings that bond when exposed to sunlight or weather.

B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering (do not use "Visqueen" or other polyethylene sheeting when subject to direct sunlight); provide ventilation to avoid condensation.

C. Store loose granular materials on solid surface in a well-drained area; prevent mixing with foreign matter.

D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under specified conditions and are fit for use.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 62 14 PRODUCT OPTIONS AND SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Scope: To give the product options available to the Contractor and to set forth the procedure and conditions for substitutions.

1.02 CONTRACTOR'S OPTIONS

A. For products specified only by reference standards, select any product meeting standards by any manufacturer.

B. For products specified by naming several (minimum of three) products or manufacturers, select any product and manufacturer named. Contractor must submit request, as required for substitution, for any product not specifically named and give reasons for not using product specified. Substitutions **Will Not** be granted unless reasons are considered justified.

C. For product specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or approved equal" after specified product, Contractor must submit request, as required for substitution, for any product not specifically named.

D. For products specified by naming only one product and manufacturer, an equivalent product will always be accepted if it is equal in all respects (size, shape, texture, color, etc.). The Contractor must submit a request for substitution as set forth in this section

E. For products specified by naming only one product and manufacturer and stating no substitutions will be accepted, there is no option and no substitutions will be allowed.

1.03 PRODUCT SUBSTITUTION LIST

A. Within 45 days after Notice to Proceed, submit to the MDOT Architect 4 copies of complete list of all proposed product substitutions.

B. Tabulate list by each Specification Section.

C. For named products specified with reference standards, include with listing of each product:

1. Name and address of manufacturer.
2. Trade name.
3. Model or catalog designation.
4. Manufacturer's data.
5. Performance and test data.
6. Reference standards.

D. Proposed product will be reviewed for incorporation into the Project. Contractor will be notified for substitution rejection if not allowed, or will be instructed to submit in standard substitution submittal process for approval. See attached Substitution Request Form.

1.04 SUBSTITUTIONS

A. The MDOT Architect will consider formal written requests from Contractor for substitution of products in place of those specified. **Only One Request** per product will be allowed. Refer to Section 01330 - Submittal Procedures. Include in request:

1. Complete data substantiating compliance of proposed substitutions with Contract Documents.
2. For products:
   a. Product identification including manufacturer's name and address.
   b. Manufacturer's literature: Submit literature of actual product specified and literature of proposed substitution with all comparable features or components highlighted. Highlighted information is to include, but shall not be limited to, product description, performance, test data and reference standards.
   c. Samples of the proposed substitution.
   d. Name and address of 3 similar projects on which product was used and date of installation.
3. For construction methods:
   a. Detailed description of proposed method.
   b. Drawings illustrating methods.
4. Itemized comparison of proposed substitution with product or method specified.
5. Data relating to changes in construction schedule.
6. Accurate cost data on proposed substitution in comparison with product or method specified.

B. In making request for substitution, Contractor represents:

1. He has personally investigated proposed product or method, compared the product specified with the proposed substitution, and determined that it is equal or superior in all respects to that specified.
2. He will provide the same guarantee for substitution as for product or method specified.
3. He will coordinate installation of accepted substitution into Work, making such changes required of Work to be complete in all respects.
4. He waives all claims for additional costs related to substitution that consequently becomes apparent.
5. Cost data is complete and includes all related costs under his Contract.

C. Substitutions **Will Not** be considered if:

1. They are indicated or implied on Shop Drawings or product data submittals without formal request submitted in accordance with this Section.
2. Acceptance will require substantial revision of Contract Documents.
3. In the MDOT Architect’s judgment, the product or material is not equal.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

SUBSTITUTION REQUEST FORM

PROJECT:_____ PROJECT NO._____

OWNER:_____

CONTRACTOR:_____

ARCHITECT:_____

CONTRACTOR'S REQUEST, WITH SUPPORTING DATA

1. Section of the Specifications to which this request applies:

   [ ] Product data for specified item and proposed substitution is attached (description of product, reference standards, performance and test data).

   [ ] Sample is attached

   [ ] Sample will be sent if requested by Authority having Jurisdiction.

2. Itemized comparison of proposed substitution with product specified.

	ORIGINAL PRODUCT	SUBSTITUTION
Name, brand		
Catalog No.		
Manufacturer		

Significant variations:_____

3. Proposed change in Contract Sum:

   Credit to Owner: $_____

   Additional Cost to Owner: $_____

4. Effect of the proposed substitution on the Work:

   Contract Time: _____

   Other Contracts, if any:_____

CONTRACTORS STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENTS

I / We have investigated the proposed substitution. I / We

1. Believe that it is equal or superior in all respects to originally specified product, except as stated in 2. above;
2. Will provide same warranty as required in Contract Documents;
3. Have included all cost data and cost implications of proposed substitution; including, if required, costs to other contractors, and redesign and special inspection costs caused by use of proposed substitution;
4. Will coordinate incorporation of proposed substitution in the Work;
5. Will modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning;
6. Have verified that use of this substitution conforms to all applicable codes.
7. Waive future claims for added cost to Owner caused by proposed substitution.

CONTRACTOR_____DATE:_____
Signature

ARCHITECT'S REVIEW AND ACTION

___ Accepted

___ Not Accepted

___ Provide more information in the following categories and resubmit _____

___ Sign Contractor's Statement of Conformance and resubmit

___ Proposed substitution is accepted, with the following conditions:

_____

_____

Change Order will make the following changes:

(Add to) (Deduct from) Contract Sum: $_____

(Add to) (Deduct from) Contract Time: _____days

ARCHITECT:_____DATE_____

OWNER: _____DATE_____

_____Accepted _____Not accepted

END OF SECTION

SECTION 01 73 29 CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Scope: To set forth broad general conditions covering cutting and patching that applies to everyone and everything on the job.

B. Execute cutting including excavating, fitting or patching or work required to:

1. Make several parts fit properly.

2. Uncover work to provide for installation of ill-timed work.

3. Remove and replace defective work.

4. Remove and replace work not conforming to Contract requirements.

5. Install specified work in existing construction.

C. In addition to Contract requirements, upon MDOT Architect's written instructions:

1. Uncover work for observation of covered work.

2. Remove samples of installed materials for testing.

3. Remove work to provide alteration of existing work.

D. Do not cut or modify work of another Contractor without his consent.

E. Payment for Costs: Costs caused by ill-timed, defective or work not conforming to the Contract will be borne by party responsible for ill-timed, defective or non-conforming work.

PART 2 PRODUCTS

2.01 GENERAL: Materials for replacement of work removed shall comply with individual Specifications Sections for type of work to be done or if not specified to match existing adjacent work.

PART 3 EXECUTION

3.01 GENERAL

A. Inspection: Inspect existing conditions of work, including elements subject to movement or damage during cutting and patching.

B. Preparation prior to cutting: Provide shoring, bracing and supports required to maintain structural integrity. Provide protection for other portions of project and protection from the elements.

C. Performance:

1. Execute cutting and demolition of methods that prevent damage to other work and will provide surfaces to receive installation of repairs and new work.

2. Execute excavating and backfilling by methods that prevent damage to other work and prevent settlement

3. Restore work that has been cut or removed install new products to provide completed work in accordance with requirements of the Contract Documents.

4. Refinish entire surfaces as necessary to provide an even finish. Refinish continuous surfaces to the nearest intersection and assemblies.

END OF SECTION

SECTION 01 74 00 CLEANING

PART 1 GENERAL

1.01 SUMMARY

A. Scope: Maintain premises and public properties from accumulations of waste, debris, and rubbish, caused by operations. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials and clean all sight-exposed surfaces; leave project clean and ready for occupancy.

B. Dispose of all waste, debris and rubbish in accordance with the 0wner's requirements.

PART 2 PRODUCTS

2.01 MATERIALS: Use only cleaning materials recommended by the manufacturer of surface to be cleaned, but cross reference cleaning materials used on surfaces to insure they are recommended by the cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

A. Execute cleaning to insure that structure, grounds, and surrounding properties are maintained free from accumulations of waste materials and rubbish. Wet down dry materials and rubbish to lay dust and prevent blowing dust. Clean site and surrounding properties at reasonable intervals during progress of Work, and remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off MDOT owned property. Handle materials in a controlled manner with as few handling as possible; do not drop or throw materials from heights. Schedule cleaning operations so that dust or other contaminants resulting from cleaning process will not fall on wet or newly painted surfaces.

B. No materials may be disposed of by dumping them in the sanitary or storm sewer systems without specific approval by the Owner.

C. Washdown of cement trucks will be done at locations determined by the Project Engineer.

3.02 FINAL CLEANING

A. Employ experienced workmen, or professional cleaners, for final cleaning. In preparation for Inspection of structure, conduct final inspection of sight-exposed surfaces and concealed spaces. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed finished surfaces. Repair, patch and touch up marred surfaces to match adjacent surfaces.

B. Broom clean paved surfaces; rake clean other surfaces of grounds.

C. Remove temporary fencing and leave in same condition as surrounding landscaped areas.

D. Keep Project clean until occupied by Owner.

END OF SECTION

SECTION 01 77 00 CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 DESCRIPTION: The Scope of Work required under this Section consists of the Final Inspections, submitting of all closeout Documents and related items to complete the Work indicated on the Drawings and described in the Project Manual.

1.02 FINAL INSPECTIONS

A. Engineer and Architect's Inspection: The Contractor shall make written request for a Final Inspection to the Project Engineer and MDOT Architect. Notice is to be given 10 calendar days prior to this inspection. At the day of inspection, the Contractor shall have in hand 6 copies of a list prepared by the Contractor of deficiencies, which will be edited by the Project Engineer, MDOT Architect and Consultants. A copy of these composite lists will be given to the Contractor for correcting the Work. Within 15 calendar days after this revised list is received, the Contractor shall make all corrections of the items listed. If, in the Project Engineer and MDOT Architect's judgment, the Project is not ready for an Inspection, the Project Engineer may schedule another inspection.

B. Owner's Inspection: After the Project Engineer and MDOT Architect have determined the Project to be Complete and all punch list items have been corrected, an Owner's Inspection will be scheduled. The Contractor shall submit a letter that states all items have been corrected and submit required closeout Documents. The Owners may add to the punch list items, if it is determined that corrective work still needs to be done. Within 15 calendar days after this revised list is received, the Contractor shall make all corrections of the items listed.

C. Correction of Work before Final Payment: Contractor shall promptly remove from the Owner's premises, all materials condemned for failure to conform to the Contract, whether incorporated in Work or not, and Contractor shall, at his own expense, replace such condemned materials with those conforming to the requirements of the Contract. Failure to remedy such defects after 10 days written notice will allow the Owner to make good such defects and such costs shall be deducted from the balance due the Contractor or charged to the Contractor in the event no payment is due.

D. Should additional inspections by the MDOT Architect's Consultants of the Work be required due to failure of the Contractor to remedy defects listed, the Project Engineer may deduct the expense of additional Consultants inspections from the Contract Sum in the Owner / Contractor Agreement. The additional expense will be based on the rate shown for services in the Consultants' Architect or Engineering Services Contract.

1.03 FINAL ACCEPTANCE: The Mississippi Department of Transportation presently does not recognize the term "Substantial Completion". Therefore, the Project is not complete and time does not end until all defects are remedied and Final Acceptance is given.

1.04 CLOSEOUT DOCUMENTS: Unless otherwise notified, the Contractor shall submit to the Owner through the Project Engineer to the MDOT Architect 2 copies the following before final payment is made:

A. Request for Final Payment: AIA Document G702, current edition, completed in full or a computer generated form having similar data.

B. Contractor's Affidavit of Payment of Debts and Claims: AIA Document G706, current edition, completed in full.

C. Release of Liens and Certification that all Bills Have Been Paid: AIA Document G706A, current edition, completed in full or a sworn statement and affidavit from the Contractor to the Owner stating that all bills for this project have been paid and that the Owner is released from any and all claims and / or damages.

D. Consent of Surety Company to Final Payment: AIA Document G707, current edition, completed in full by the Bonding Company.

E. Power of Attorney: Closeout Documents should be accompanied by an appropriate Power of Attorney.

F. Guarantee of Work: Sworn statement that all Work is asbestos free and guaranteed against defects in materials and workmanship for one year from Date of Final Acceptance, except where specified for longer periods.

1. Word the guaranty as follows: "We hereby guarantee all Work performed by us on the above captioned Project to be free from asbestos and defective materials. We also guarantee workmanship for a period of one (1) year or such longer period of time as may be called for in the Contract Documents for such portions of the Work".

2. All guarantees and warranties shall be obtained in the Owner's name.

3. Within the guaranty period, if repairs or changes are requested in connection with guaranteed Work which, in the opinion of the Owner, is rendered necessary as a result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed Work, correct all defects wherein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the Owner, is the result of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the Contract; and make good any Work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty.

4. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his sureties shall be liable for all expense incurred.

5. All special guaranties applicable to definite parts of the Work stipulated in the Project Manual or other papers forming part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.

G. Project Record Documents: Furnish all other record documents as set forth in Section 01785 - Project Record Documents.

1. Provide all certificates, warranties, guarantees, bonds, or documents as called for in the individual Sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements

H. Additional Documents Specified Within the Project Manual:

1. General: Provide all Operational and Maintenance documents as called for in the individual Sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements.

2. Maintenance Stock: Deliver to Owner all required additional maintenance materials as required in the various Sections of the Specifications.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 78 39 PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope: To set forth the minimum procedure and requirements for keeping the Project Record Documents. One of these Documents is to be kept on site throughout the Project.

B. Maintenance of Documents:

1. Maintain 2 copies of all: Half-size Contract Drawings, Project Manual (Proposal), Addenda, Change Orders, Warranties, Certificates, Guarantees, Bonds, reviewed Shop Drawings, reviewed submittals (materials, fixtures, appliances, etc.), hardware schedules, field and laboratory test records, equipment brochures, spare parts lists, maintenance and operation manuals and other modifications to the Contract.

2. Store Record Documents apart from Documents used for construction.

3. Maintain Record Documents in clean, dry, and legible condition. Do not use Record Documents for construction purposes.

4. Make Record Documents available at all times for inspection by the Project Engineer, MDOT Architect and Owner.

C. Recording:

1. General: Mark all modifications in red pencils. Keep Record Documents current. Review log at Progress Meetings. Do not permanently conceal any Work until required information has been accurately recorded.

2. Contract Drawings: Legibly mark to record actual construction:

a. Horizontal and vertical location of underground and overhead utilities with their connections referenced to permanent surface improvements.
b. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
c. Field changes that involve dimension and detail.
d. Changes made by Supplemental Agreement (Change Order) or Field Order.

3. Project Manual (Proposal) and Addenda: Legibly mark up each Section to record manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.

4. Shop Drawings: Maintain as Record Documents; legibly mark Drawings to record changes made after review.

D. Submittals:

1. Furnish two (2) copies of all Record Documents.

2. The information, except Contract Drawings, shall be arranged and labeled by corresponding Specification Section, neatly bound in three ring binders, indexed, and all drawings readable without being removed or unstapled.

3. The name and address of each subcontractor and material supplier shall be listed in front of each binder along with the Project Manual (Proposal).

4. Sufficient information, such as as-built control drawings for air handling system and variable drive controls, shall be furnished to allow qualified personnel to service equipment.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 02 41 19 SELECTIVE STRUCTURE DEMOLITION

PART 1 GENERAL

1.01 SUMMARY

A. Extent of demolition Work is indicated on Drawings. Demolition requires selective removal and subsequent offsite disposal. The building is occupied and it will be necessary for materials stored in building to be relocated to different locations during the demolition and construction.

B. Types of Demolition Work include, but are not limited to the following items:

1. Portions of building structure indicated on Drawings and as required to accommodate new construction.

2. Removal of portions of interior finishes to expose locations where Work is to be done where indicated on Drawings.

3. Removal and protection of existing fixtures and equipment items indicated "salvage".

1.02 REMOVAL WORK SPECIFIED ELSEWHERE

A. Cutting non-structural concrete floors and walls for piping, ducts, and conduit is included with the Work of the respective Plumbing, HVAC and Electrical Divisions 23 and 26 Specification Sections.

B.. Relocation of pipes, conduits, ducts, fans, other mechanical and electrical work are specified by respective trades.

1.03 SUBMITTALS

A. At least 14 calendar days prior to beginning demolition submit schedule indicating proposed methods and sequence of operations for selective demolition Work to Project Engineer for review prior to commencement of Work. Include coordination for shut-off, capping, and continuation of utility services as required, together with details for dust and noise control protection.

B. Provide detailed sequence of demolition and removal Work to ensure uninterrupted progress of Owner's on-site operations.

C. Coordinate with Owner's continuing occupation of existing building, and with Owner's other requirements.

1.04 JOB CONDITIONS

A. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished. Conditions existing at time of commencement of Contract will be maintained by Owner insofar as practicable. However, variations within structure may occur by Owner's operations prior to start of selective demolition Work.

B. Partial Demolition and Removal: Items indicated to be removed but of salvable value to Contractor may be removed from structure as Work progresses. Items indicated to be removed and turned over to Owner are to be removed from structure as Work progresses and stored as directed by Owner. Items requested at time of Pre-Construction Meeting to be turned over to Owner are to be removed from structure as Work progresses and stored as directed by Owner. Transport salvaged items not indicated to be turned over to Owner from site as they are removed. Storage or sale of removed items not indicated to be turned over to Owner on site will not be permitted.

1.05 PROTECTIONS

A. Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to selective demolition Work.

B. Provide protective measures as required providing free and safe passage of Owner's personnel and general public to and from occupied portions of building.

C. Provide shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished, and adjacent facilities or work to remain.

D. Protect from damage existing finish Work that is to remain in place and becomes exposed during demolition operations.

E. Protect floors with suitable coverings when necessary.

F. Construct temporary insulated solid dustproof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dustproof doors and security locks if required.

G. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces, and installation of new construction to insure that no water leakage or damage occurs to structure or interior areas of existing building.

H. Remove protections at completion of work.

1.06 DAMAGES: Promptly repair damages caused to adjacent facilities by demolition Work at no cost to Owner.

1.07 TRAFFIC

A. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, corridors, and other adjacent occupied or used facilities.

B. Do not close, block or otherwise obstruct streets, walks, entrances, canopies, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by Owner.

1.08 EXPLOSIVES: Use of explosives **Will Not Be Permitted**.

1.09 UTILITY SERVICES

A. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.

B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

1.10 ENVIRONMENTAL CONTROLS

A. Use suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION

3.01 INSPECTION: Prior to commencement of selective demolition work, inspect areas in which Work will be performed. Photograph existing conditions to structure surfaces, equipment or to surrounding properties which could be misconstrued as damage resulting from selective demolition Work; file with Project Engineer prior to starting Work.

3.02 PREPARATION

A. Provide shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain. Cease operations and notify the Project Engineer immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.

B. Erect and maintain dust-proof partitions and closures as required to prevent spread of dust or fumes to occupied portions of the building.

C. Provide weatherproof closures for exterior openings resulting from demolition Work.

D. Locate, identify, stub out and disconnect utility services that are not indicated to remain. Provide by-pass connections as necessary to maintain continuity of service to occupied areas of other buildings on site. Provide minimum of 14 calendar days advance notice to Owner if shutdown of service is necessary. Schedule electrical shut-offs to begin at 6:00 a.m., Saturdays, unless indicated otherwise by Project Engineer.

3.03 DEMOLITION

A. Perform selective demolition Work in a systematic manner. Use such methods as required to complete Work indicated on Drawings in accordance with demolition schedule and governing regulations. Schedule demolition at times acceptable to the Owner, which may include after-hours or weekends.

B. All cutting and patching shall be done in such a manner that at all times the building shall remain dust free and dry at no additional cost to the Owner. All patching upon completion shall meet the following requirements:
1. Blend with the existing materials.
2. Shall be painted.
3. Shall have trim, gaskets, and / or sealant for water and vermin tight construction.

C. Caution and protective measures shall be used and in place before cutting of any metal or other materials that might spark a fire from combustible oils, dusts, rags, etc.

D. Demolish concrete in small sections. Cut concrete at junctures with construction to remain using power-driven masonry saw or hand tools. Do not use power-driven impact tools.

E. Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors, or framing.

F. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.

G. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Project Engineer in written, accurate detail. Pending receipt of directive from Owner's representative rearrange selective demolition schedule as necessary to continue overall job progress without delay.

3.04 SALVAGE MATERIALS

A. Where indicated on drawings as "Salvage" or "To be Reused", carefully remove indicated items, clean, store and protect for later reuse and installation.

B. As directed in the Pre-Construction meeting as specific items to be salvaged and given to the Owner, carefully remove indicated items and store where directed by Project Engineer.

3.05 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.

B. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.

C. Burning of removed materials is not permitted on project site.

D. Contractor is required to provide a dumpster for this Project and is not to use the Owners dumpster at any time. Location of the Contractor's dumpster is to be coordinated with the Project Engineer.

3.06 CLEAN-UP AND REPAIR

A. Upon completion of demolition Work, remove tools, equipment and demolished materials from site. Remove protections and leave interior areas broom clean.

B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition Work. Repair adjacent construction or surfaces soiled or damaged by selective demolition Work.

END OF SECTION

SECTION 23 05 10 HVAC GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION:

A. This division and the accompanying drawings cover furnishing of all labor, equipment, appliances, and materials and performing all operations in connection with the installation of complete air conditioning, ventilating, and heating systems as specified herein and as shown on the drawings.

B. The general provisions of the contract including the Conditions of the Contract (General, Supplementary and other conditions) and other divisions as appropriately apply to work specified in this division.

1.02 CODES, ORDINANCES, AND PERMITS:

A. All heating, ventilating and air conditioning materials and workmanship shall comply with the following codes and standards as applicable:

1. The National Electric Code (2002 Edition)

2. The International Building Code (2003 Edition)

3. The International Mechanical Code (2003 Edition)

B. Applicable Publications: The publications listed below form a part of this specification to the extent referenced and are referred to in the text by the basic designation only.

1. Air Conditioning and Refrigeration Institute Standards (ARI)

2. American National Standards Institute, Inc. Standards (ANSI)

3. American Society for Testing and Materials Publications (ASTM)

4. American Society of Mechanical Engineers Code (ASME)

5. Factory Mutual Underwriters (FM)

4. National Fire Protection Association Standard (2003)

5. Sheet Metal and Air Conditioning Contractor's National Association Inc. (SMACNA)

6. Underwriters Laboratories Inc. (UL)

C. All work done under this Contract shall comply with all state and local code authorities having jurisdiction and with the requirements of the Utility Companies whose services may be used. All modifications required by these codes and entities shall be used made by the Contractor without additional charges. Any conflict between these documents and the governing codes shall be immediately brought to the attention of the Engineer of Record. Where code requirements are less than those shown on the Plans or in the Specifications, the Plans and Specifications shall be followed. Where applicable, N.F.P.A. requirements shall be met.

D. The Contractor shall obtain all permits, inspections, and approvals as required by all authorities having jurisdiction, and deliver certificates of approval to the Architect. All fees and costs of any nature whatsoever incidental to these permits, inspections and approvals shall be assumed and paid by the Contractor.

E. The Contractor shall comply with all applicable provisions of the William-Steiger Occupational Safety and Health Act (O.S.H.A.).

1.03 APPLICABILITY: The work specified herein shall include all labor, materials, equipment, tools, supplies and supervision required to install and place in operation the mechanical systems and appurtenances specified herein and/or indicated on the drawings or reasonably implied as necessary for completion of the various systems.

1.04 COORDINATION OF HVAC DOCUMENTS: The HVAC work listed in these documents shall be coordinated with the work indicated on all other drawings, schedules, schematics, and specifications that are part of these construction documents. Should a conflict occur, the contractor shall submit a request for clarification to the engineer prior to bid opening. NO ALLOWANCES shall be made for any assumptions made by the contractor or any sub-contractors that are in direct conflict with the intent of the construction documents; in the event a conflict is discovered after construction has commenced, the resolution of the conflict shall be decided by the Engineer of Record, whose interpretation of the documents shall be final.

1.05 WELDERS QUALITY ASSURANCE: All welders shall be certified by ANSI B31.1.0-1967 "Standard Qualification Welding Procedures, Welders and Welding Operators" or "Qualification Tests" in Section IX, ASME Boiler and Pressure Vessel Code. Welder performance qualification tests shall be made in strict accordance with the above codes. Welders shall be certified for the type of pipe material specified herein. All costs incident to procedures and welder's qualification tests shall be assumed by the Contractor. Two copies of the qualification test report and certification with the welder's identification number, recommendation letter, etc. shall be delivered to the Architect before any welding commences.

PART 2 - PRODUCTS

2.01 COORDINATION OF PRODUCTS: The products of particular manufacturers have been used as the basis of design in preparation of these documents. Any modifications to the mechanical systems and their components, the electrical systems, the building structure and architecture, or any other portion of the building that result from the use of any other than the basis of design equipment shall be coordinated with all other trades. Such coordination shall occur before shop drawing submittals and shall be clearly indicated on the shop drawings. Any related modifications shall be the responsibility of the contractor and shall be performed without any additional cost to the Contract.

2.02 DESCRIPTION: All components of the mechanical systems shall be new. All equipment and products for which independent laboratory testing and labeling is applicable and/or required shall bear the Underwriter's Laboratories, Inc. (UL) label.

PART 3 - EXECUTION

3.01 GENERAL:

A. The Contractor shall provide and prepare all openings for ducts and other HVAC work as required in walls, roof, ceilings, etc.; he shall also do all painting as may be required. He shall coordinate the installation of all mechanical equipment in the exterior wall and roof.

B. The HVAC plans do not give exact elevations or locations of lines, nor do they show all the offsets, control lines, or other installation details. The Contractor shall carefully lay out his work at the site to conform to the structural conditions, to provide proper grading of lines, to avoid all obstructions, to conform to details of installation supplied by the manufacturers of the equipment to be installed, and to thereby provide an integrated, coordinated and satisfactorily operating installation.

C. If the Contractor proposes to install equipment, including piping and ductwork, requiring space conditions other than those shown, or to rearrange the equipment, he shall assume full responsibility for the rearrangement of the space and shall have the Architect review the change before proceeding with the work. The request for such changes shall be accomplished by Shop Drawings of the space in question, including plans, sections, elevations, etc., sufficient to indicate that the revised layout will fit and allow for required access to clearance.

D. The Contractor is responsible for the proper location and size of all slots, holes or openings, in the building structure pertaining to his work, and for the correct location of sleeves, inserts, cores, etc.

E. The Contractor shall so coordinate the work of the several various trades that it may be installed in the most direct and workmanlike manner without hindering or handicapping the other trades. Piping interference shall be handled by giving precedence to pipe lines which require a stated grade for proper operation. For example sewer lines and condensate piping shall take precedence over water lines in determination of elevations. Where there is interference between sewer lines and condensate lines, the sewer lines shall have precedence and provisions shall be made in the condensate lines for looping them around the sewer lines. In all cases, lines requiring a stated grade for their proper operation shall have precedence over electrical conduit and ductwork.

F. Except where otherwise noted, all piping and ductwork in finished areas shall be installed in chases, furred spaces, above ceilings, etc. In all cases, pipes and ducts shall be installed as high as possible. Runs of piping shall be grouped whenever it is feasible to do so.

G. The Electrical Contractor shall bring adequate power to and make final connections to all equipment furnished under this contract. All control wiring shall be by the Controls Contractor.

H. Piping, equipment, or ductwork shall not be installed in electrical equipment rooms except as serving only those rooms. Outside of electrical equipment rooms, do not run piping or ductwork, or locate equipment, with respect to switchboards, panel-boards, power panels, motor control centers, or dry type transformers:

1. Within 42" in front (and rear if free standing) of equipment; or

2. Within 36" of sides of equipment,

3. Clearances apply vertically from floor to structure.

4. Provide access to equipment and apparatus requiring operation, service or maintenance within the life of the system. Including, but not limited to, motors, valves, filters, dampers, shock absorbers, etc. Equipment located above lay-in type ceilings is considered accessible.

3.02 ELECTRICAL WORK: All electrical equipment provided under this Division shall comply with the electrical system characteristics indicated on the electrical drawings and specified in Division 26.

3.03 PROTECTION OF EQUIPMENT:

A. Store equipment, including pipe and valves, off the ground and under cover. For storage outdoors, minimum 4-mil thick plastic shall be fitted to withstand splattering, ground water, precipitation and wind.

B. Plug ends of pipe when work is stopped and close ends of ducts with plastic taped in place until work resumes.

C. Damaged equipment shall be repaired or replaced at the option of the Engineer of Record.

3.04 PAINTING:

A. Factory painted equipment that has been scratched or marred shall be repainted to match original factory color.

B. All un-insulated black ferrous metal items exposed to sight inside the building, such as piping, equipment hangers and supports not provided with factory prime coat, shall be cleaned and painted with one coat of rust inhibitor primer. In addition, such items in finished spaces shall also be painted with two coats of finish paint in a color to match adjacent surfaces or as otherwise selected by the Architect.

C. In lieu of painting hanger rods, cadmium plated or galvanized rods may be furnished.

D. No nameplates or equipment shall be painted, and suitable protection shall be afforded to the plates to prevent their being rendered illegible during the painting operation. Labels shall also be protected from becoming illegible due to weathering.

E. Galvanizing broken during construction shall be re-coated with cold galvanizing compound.

F. All ductwork, piping, insulation, conduit or other appurtenances visible from finished spaces through grilles, diffusers or other such required openings shall be painted flat black.

3.05 CUTTING AND PATCHING:

A. The Contractor shall assume all cost of, and be responsible for, arranging for all cutting and patching required to complete the installation of his portion of the Work. All cutting shall be carefully and neatly done so as not to damage or cut away more than is necessary of any existing portions of the structure.

B. All surfaces shall be patched to the condition of the adjacent surfaces.

C. The Contractor shall make suitable provisions for adequately water-proofing at his floor penetrations of water proof membrane floors. This shall include but not be limited to floor drains, open sight drains, hub drains, clean-outs, and sleeves for the various piping. This also applies to membrane roofing systems.

3.06 SLEEVES, FLOOR AND CEILING PLATES:

A. The Contractor shall install, as required, in concrete, carpentry or masonry construction, all necessary hangers, sleeves, expansion bolts, inserts and other fixtures and appurtenances necessary for the support of all pipe, duct, equipment and devices furnished under each section of the Specification.

B. Cutting of openings and installation of sleeves or frames through walls and surfaces shall be done in a neat workmanlike manner. Openings shall be cut only as large as required for the installation; sleeves, except as otherwise indicated, and/or frames shall be installed flush with finished surfaces and grouted in place. Surfaces around opening shall be left smooth and finished to match surrounding surface.

C. Where pipes pass through floor slabs, sleeves shall be standard weight black steel pipe with top of sleeve 3" above finished floor. Where pipes pass through walls, sleeves shall be standard weight black steel pipe or 20-gage galvanized sheet metal with ends flush with wall surfaces.

D. Each pipe or duct passing through walls, floors, ceilings or partitions shall be provided with sleeves having internal diameter one inch larger than the outside dimensions of insulated pipes or ducts.

E. All pipe sleeves through floors, roofs and masonry walls shall be built in place as the affected walls, floors, and roofs are built.

F. All penetrations through rated walls and floors shall be packed, sealed and encapsulated per the applicable U.L. details(s).

G. Inserts shall be cast iron or galvanized steel individual type, with accommodations for removable nuts and threaded rods up to ¾" diameter, and permitting lateral adjustment.

3.07 ESCUTCHEONS:

A. Escutcheons shall be installed on all pipes where they pass through floors, ceilings, walls, or partitions in finished areas.

B. The interior of closets, adjacent to finished areas, shall be considered as finished for the intent of these Specifications.

C. Escutcheons shall be split, hinged, stamped brass type designed to fit the pipe, and to cover the terminating pipe sleeve, in chrome plated finish unless otherwise specified, with securing device to hold the escutcheon tight to the pipe.

3.08 CLEANING:

A. Remove all stickers, rust, stains, labels, and temporary covers before final acceptance.

B. The exterior surfaces of all mechanical equipment, ducts, etc., shall be cleaned of all grease, oil, paint, dust and other construction debris.

C. Ducts, plenums and casings shall be cleaned of all debris and blown free of all particles of rubbish and dust before installing outlet faces.

D. Bearings that require lubrication shall be lubricated in accordance with the manufacturer's recommendations. Provide written certification of lubrication.

E. End of open ducts and pipes shall be covered during construction except when working directly on such one prohibits covering. Cover with minimum four (4) mil thick polyethylene taped, tied or wired in place.

F. Clean and polish identification plates.

3.09 EQUIPMENT, MATERIALS AND BID BASIS:

A. It is the intention of these Specifications to indicate a standard of quality for all material incorporated in this work. Manufacturer's names are used to designate the item of equipment or material as a means of establishing grade and quality. Where several manufacturers are named, only these manufacturers' products will be considered and the Contractor's bid shall be based on their products. Other named manufacturers, although acceptable as manufacturers, must prove their product will perform satisfactorily and will meet space requirements, etc., and shall obtain pre-approval of their equipment, before submitting shop drawings, when their equipment achieves the required results in a manner different than that of the first named manufacturer. Where only one manufacturer is named, unless the Specifications state otherwise, manufacturers of similar quality products will be considered. Such unnamed manufacturer's products will, however, be considered as substitutions and shall not be used as a basis for bidding. In the event the Contractor wishes to submit substitutions to the Architect for review prior to bid, he shall furnish descriptive catalog material, text data, samples, etc., as well as any other pertinent data necessary to demonstrate that the proposed substitutions are acceptable equals to the specified product. No substitutions shall be made without the written consent of the Architect.

B. The use of one named manufacturer in the schedules on the Drawings is for guide purposes. The provisions of the above paragraph will govern in the selection of products to be used.

3.10 GUARANTEE:

A. All systems and components shall be provided with a one year guarantee from the time of final acceptance or beneficial occupancy (Coordinate with the Architect). The guarantee shall cover all materials and workmanship. During this guarantee period, all defects in materials and workmanship shall be corrected by repair or replacement without incurring additions to the Contract.

3.11 RECORDS AND INSTRUCTIONS FOR OWNER:

A. The Contractor shall accumulate during the job's progress the following data in triplicate prepared in neat brochures or packet folders and turned over to the Architect/Engineer for check and subsequent delivery to the Owner:

1. Provide all warranties and guarantees, manufacturer's directions and material covered by the Contractor.

2. Provide copies of approved shop drawings.

3. Any and all other data and/or drawings required during construction.

4. Repair parts lists of all major items and equipment including name, address, and telephone number of local supplier or agent.

B. All of the above data shall be submitted to the Architect/ Engineer for approval at such time as the Contractor asks for his last estimate prior to his final estimate, but in no case, less than two weeks before final inspection.

C. The Contractor shall also give not less than 2 hours of operating instructions, during the adjustment and testing period, to the Owner's operating personnel in order to familiarize them with the proper care and operation of the equipment. The written operating instructions referred to in paragraph above shall be used as a basis for this on-the-job instruction.

D. A competent technician employed by the Temperature Control Subcontractor shall be required to instruct the Owner in proper operating procedures and shall explain the significance of the temperature control literature filed in the maintenance manual over a period of 2 hours while the system is in continuous operation as specified above.

3.12 RECORD DRAWINGS:

A. The Contractor shall maintain on a daily basis at the project site a complete set of "Record Drawings" reflecting an accurate dimensional record of all buried or concealed work. In addition, the "Record Drawings" shall be marked to show the precise location of concealed work and equipment, including concealed or embedded piping and valves and all changes and deviations in the Mechanical work from that shown on the Contract Documents. This requirement shall not be construed as authorization for the Contractor to make changes in the layout or work without definite instructions from the Architect. The "Record Drawings" shall consist of a set of mylar sepia prints of the Contract Drawings for this Division with the Engineer's seal and Engineer's firm name removed or blacked out. Prior to commencing work the Contractor shall purchase from the Architect a set of mylar sepia prints to be used for the "Record Drawings".

B. Record dimensions shall clearly and accurately delineate the work as installed; locations shall be suitably identified by at least two (2) dimensions to permanent structures.

C. The Contractor shall mark all "Record Drawings" on the front lower right hand corner with a rubber stamp impression that states the following:

"RECORD DRAWINGS – “3/8" high letters to be used for recording field deviations,
and "5/16" high letters to be used for dimensional data only.

3.13 INSTALLATION: All equipment shall be installed in strict conformance with manufacturer's recommendations, as specified herein. If any conflict arises between these instructions, notify the Engineer immediately for clarification.

3.14 FLAME SPREAD AND SMOKE DEVELOPED PROPERTIES OF MATERIALS:

A. Materials and adhesives used throughout the mechanical and electrical systems for insulation, and jackets or coverings of any kind, or for piping or conduit system components, shall have a flame-spread rating not over 25 without evidence of continued combustion and with a smoke developed rating not higher than 50. If such materials are to be applied with adhesives, they shall be tested as applied with such adhesives, or the adhesives used shall have a flame-spread rating not over 25 and a smoke developed rating not higher than 50. (Note: Materials need not meet these requirements where they are entirely located outside of a building and do not penetrate a wall or roof, and do not create an exposure hazard.)

B. "Flame-Spread Rating" and "Smoke Developed Rating" shall be as determined by the "Method of Test of Surface Burning Characteristics of Building Materials," NFPA No. 255, ASTM E84, Underwriter's Laboratories, Inc., Standard". Such materials are listed in the Underwriters' Laboratories, Inc., "Building Materials List" under the heading "Hazard Classification (Fire)".

3.15 HAZARDOUS MATERIALS:

A. No products shall be used that contain any known hazardous or carcinogenic materials. Products with asbestos or radioactive content shall not be used.

C. Handling of any hazardous material is not covered in specification Division 23. Any requirements for such are beyond the scope of this contract and shall be done only by hose persons contracted to do so.

END OF SECTION

SECTION 23 05 11 HVAC SUBMITTAL DATA

PART 1 - GENERAL

1.01 RELATED DOCUMENTS: The requirements of the General Conditions, Supplementary Conditions, and Section 23 05 10 HVAC General Requirements, apply to all work herein.

1.02 QUALITY ASSURANCE:

A. Shop drawings or fully descriptive catalog data shall be submitted by the Contractor for all items of material and equipment furnished and installed under this contract. The Contractor shall submit to the Architect a sufficient number of copies of all such Shop Drawings or catalog data to provide him with as many reviewed copies as he may need, plus two (2) copies for retention; one by the Architect and one by the Engineer.

B. Before submitting Shop Drawings to the Architect for review, the Contractor shall examine them and satisfy himself that they are correctly representative of the material or equipment to which they pertain. The Contractor shall so note these Drawings before submitting them. The Contractor's review of the Shop Drawings is not intended to take the place of the official review by the Architect. Any Shop Drawings which have not been reviewed by the Architect shall not be used in fabricating or installing any work.

C. The review of Shop Drawings or catalog data by the Architect shall not relieve the Contractor from responsibility for deviations from the Plans and Specification unless he has, in writing, specifically called attention to such deviations at the time of submission and has obtained the permission of the Architect. Also, it shall not relieve him from responsibility for error of any kind in Shop Drawings. When the contractor does call such deviations to the attention of the Architect, he shall state in his letter whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.

D. Verification and assignment of dimensions, quantities, and construction means, methods, sequences or procedures, the correctness of which is set forth in the Contract Documents or submittal, shall be the sole responsibility of the Contractor.

E. Reproduction of design documents in any portion for use in a submittal is not acceptable.

PART 2 - PRODUCTS

2.01 GENERAL: All products shall be new and bear all labels which are identified by the applicable specification section and Contract Documents.

PART 3 - EXECUTION

3.01 SUBMITTAL DATA:

E. General

1. The submittal data to be furnished for this project shall comply with the Specifications and Contract Documents in their entirety. Any submittals herein scheduled are as a minimum only and shall not be construed to limit the submittal data required within the individual Sections of these Specifications.

2. Shop Drawings will be returned unchecked unless the following information is included: Reference to all pertinent data in the Specifications or on the Drawings, such as sound power levels of motor driven equipment where called for in the specifications, electrical characteristics and horse power, capacities, construction material of equipment, UL labels where required, accessories specified, manufacturer, make and model number, weights where specified, starters where required by Division 23, size and characteristics of the equipment, name of the project and a space large enough to accept an approval stamp. The data submitted shall reflect the actual equipment performance under the specified conditions and shall not be a copy of the scheduled data on the drawings. All submitted equipment must be identified on Shop Drawings with the same "Mark Numbers" as identified on Drawings or in Specifications. All pertinent data such as accessories shall also be marked. Any deviation from any part of the Contract Documents shall be clearly and completely highlighted.

3. HVAC submittal data shall be bound into separate volumes, each HVAC volume shall contain one copy of all specified equipment/shop drawing submittals. Each volume shall be provided with an index of materials and an identification tab for each Specification Section that requires submittals. Each item in each tabbed section shall be identified with the paragraph number relating to the item submitted. FAILURE to provide **BOUND AND IDENTIFIED SUBMITTALS** will result in the **AUTOMATIC REJECTION** of the submittal data with **NO EXCEPTION.**

F. The bound submittals are to be submitted for review within 30 days after the Contract is awarded. No submittal will be checked until ALL required submittals have been received by the Engineer. Only Automatic Temperature Controls and ductwork fabrication drawings may be submitted after the completed bound submittal is reviewed and accepted by the Engineer.

G. The Contractor shall submit with the bound and identified submittal data a letter signed by the Contractor's Project Manager (or higher level officer of the firm) stating that all electrical characteristics of the mechanical equipment to be supplied has been fully coordinated with the electrical contractor. No submittal data will be checked until this letter is submitted. Any changes to the electrical requirements from the Contract Documents resulting from alternate equipment being submitted shall be performed without any additions to the Contract Sum. Submit attachment and fastening methods for piping and equipment to the Structural Engineer for approval. Shop Drawings shall be submitted for each of the following:

Automatic Temperature Controls
Disconnect Switches
Ductwork Accessories and Details
Fans
Grilles, Registers and Diffusers
Insulation
Test, Adjusting and Balancing Reports and Forms
Valves
Vibration Isolators (to be submitted with equipment being isolated)

D. The Contractor shall submit three copies of a letter, signed by an officer of the company, which states that the items listed below meet or exceed the criterion of the plans and specifications. This letter is to include a listing of each item to be used on the project along with the manufacturer name and model numbers.

Flexible Duct
Flexible Connectors
Ductwork Access Doors and Panels
Flow Measuring Devices
Dampers
Draft Control Equipment
Pipe Hangers and Supports

3.02 OPERATING AND MAINTENANCE INSTRUCTIONS:

A. Description

1. Complete operating and maintenance instructions shall be provided to the Owner. Two (2) separate copies shall be provided, and each copy shall be bound in a separate volumes. Operating instructions shall be provided for each new system, and shall include a brief system description, a simple schematic and a sequence of operation. Operating and maintenance instruction shall be included for each piece of equipment. Manufacturers' Standard literature is acceptable for each piece of equipment. However, the contractor shall prepare a SYSTEM O&M manual including overall new system descriptions, operating and energy conservation techniques.

2. A system wiring and control diagram shall be included in the operating and maintenance instruction.

3. Prior to final acceptance or beneficial occupancy, provide the services of a competent representative to instruct the Owner in the operation of all systems for a period of not less than one (1) day. This instruction shall include a complete walk-through of all new equipment and systems. The Architect reserves the right to attend any such meeting and shall be duly notified.

3.03 OTHER SUBMITTALS – CLOSEOUT DOCUMENTS:

A. Submit two copies of the following prior to occupancy of the project by the Owner. See contract close-out documents in Division 01 of specifications.

1. As built drawings for new HVAC systems and modifications to existing systems.

2. Request for final payment.

3. Letter or “Release of Liens”.

4. Letter of “Guarantee”.

5. Submit two (2) copies of welder’s certificate.

6. Consent of Surety Company to final payment.

7. Power of Attorney.

9. Manufacturer's representative shall certify that HVAC equipment and valves are installed in accordance with the manufacturer's recommendations.

10. Contractor’s Affidavit of Payment of Debts and Claims.

END OF SECTION

SECTION 23 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.01 RELATED DOCUMENTS: Drawings and general provisions of Contract, including General Conditions and Division 01 Specification Sections apply to work in this section.

1.02 SUMMARY:

A. This Section specifies the requirements and procedures for testing, adjusting, and balancing of new mechanical systems and modifications of existing systems as shown on drawings. Requirements include measurement and establishment of the quantities of the mechanical systems as required to meet design specifications, and recording and reporting the results.

B. Test, adjust, and balance the following mechanical systems:

1. Airside systems: Supply and exhaust air systems, all pressure ranges; Verify temperature control systems operations.

C. This Section does not include:

1. Specifications for materials for patching mechanical systems; specifications for materials and installation of adjusting and balancing devices. If devices must be added to achieve proper adjusting and balancing, refer to the respective system sections for materials and installation requirements.

1.03 SCOPE OF WORK:

A. A Test and Balance Agency that is independent of any contractor or manufacturer shall perform the testing, adjusting and balancing and prepare reports, and deliver them to the Architect. The independent Test and Balance Agency shall be a certified member of the Associated Air Balance Council (AABC). The Test and Balance Agency contract shall not be assigned to any Subcontractor; the Agency shall work directly under the General Contractor.

B. System Balance shall be performed in accordance with the 6th edition of the AABC National Standards for Total System Balance, and in accordance with the scope of work defined by the Contract Documents.

C. Testing and Balance Agency as part of its contract shall act as an authorized inspection agency, responsible to the Owner's Representative, and shall, during the test and balance, list systems that are installed incorrectly, require correction, or have not been installed in accordance with Contract Drawings and Specifications.

D. Upon the completion of the test and balance work, the Agency shall compile the test data and submit the specified number of copies of the complete report to the Owner's Representative for his evaluation and approval.

E. Test, adjust and balance the air systems. After testing, adjusting, and balancing is complete, the Contractor shall visit the job during the cooling cycle to make adjustments to provide uniform temperatures throughout the space. Schedule the trips during the months of June through August for the cooling cycle. Obtain signed statements from the Using Agency acknowledging these two trips and subsequent adjustments. Submit statements to the Architect.

F. General Contractor shall furnish test and balance contracting agency for this project. The Test and balance agency shall work under the direction of the Professional.

1.04 DEFINITIONS:

A. Systems testing, adjusting, and balancing is the process of checking and adjusting all the building environmental systems to produce the design objectives. It includes:

1. The balance of new air systems;
2. Adjustment of new and existing components of systems to provide design quantities;
3. Electrical measurement;
4. Verification of performance of all equipment and automatic controls;

B. Test: To determine quantitative performance of equipment.

C. Adjust: To regulate the specified air patterns as applicable at the terminal equipment (e.g., reduce fan speed, throttling).

D. Balance: To proportion flows within the distribution system (sub-mains, branches, and terminals) according to specified design quantities.

E. Procedure: Standardized approach and execution of sequence of work operations to yield reproducible results.

F. Report Forms: Test data sheets arranged for collecting test data in logical order for submission and review. These data should also form the permanent record to be used as the basis for required future testing, adjusting, and balancing.

G. Terminal: The point where the controlled air enters or leaves the distribution system. These are supply inlets and return outlets on air terminals and exhaust or return inlets on air terminals such as fans, registers, grilles and diffusers.

H. Main: Duct containing the system's major or entire air flow.

I. Sub-main: Duct or pipe containing part of the systems' capacity and serving two or more branch mains.

J. Branch Main: Duct serving two or more terminals.

K. Branch: Duct serving a single terminal.

1.05 SUBMITTALS:

A. Agency Data:

1. Submit proof that the proposed testing, adjusting, and balancing agency meets the qualifications specified below.

B. Certified Representative and Technicians Data:

1. Submit proof that the Test and Balance certified representative assigned to supervise the procedures, and the technicians proposed to perform the procedures meet the qualifications specified below.

C. Certified Reports: Submit testing, adjusting, and balancing reports bearing the certified seal and signature of the Test and Balance representative. The reports shall be certified proof that the systems have been tested, adjusted, and balanced in accordance with the referenced standards; are an accurate representation of how the systems have been installed; are a true representation of how the systems are operating at the completion of the testing, adjusting, and balancing procedures; and are an accurate record of all final quantities measured, to establish normal operating values of the systems. Follow the procedures and format specified below:

1. Draft reports: Upon completion of testing, adjusting, and balancing procedures, prepare draft reports on the approved forms. Draft reports may be hand written, but must be complete, factual, accurate, and legible. Organize and format draft reports in the same manner specified for the final reports. Submit 3 complete sets of draft reports. Only 1 complete set of draft reports will be returned.

2. Final Report: Upon verification and approval of draft reports, prepare final reports, type written, and organized and formatted as specified below. Submit 4 complete sets of final reports.

3. Report Format: Report forms shall be those standard forms prepared by the referenced standard for each respective item and system to be tested, adjusted, and balanced. Bind report forms complete with schematic systems diagrams and other data in reinforced, vinyl, three-ring binders. Provide binding edge labels with the project identification and a title descriptive of the contents. Divide the contents of the binder into the below listed divisions, separated by divider tabs:

a. General Information and Summary

b. Air Systems

c. Temperature Control Systems

d. Special Systems

4. Report Contents: Provide the following minimum information, forms and data:

a. General Information and Summary: Inside cover sheet to identify testing, adjusting, and balancing agency, Owner, Owner's Representative, and Project. Include addresses, and contact names and telephone numbers. Also include a certification sheet containing the seal and name address, telephone number, and signature of the Certified Test and Balance registered representative. Include in this division a listing of the instrumentations used for the procedures along with the proof of calibration.

b. The remainder of the report shall contain the appropriate forms containing as a minimum, the information indicated on the standard report forms prepared by the AABC for each respective item and system. Prepare a schematic diagram for each item of equipment and system to accompany each respective report form.

D. Calibration Reports: Submit proof that all required instrumentation has been calibrated to tolerances specified in the referenced standards, within a period of six months prior to starting the project.

1.06 QUALITY ASSURANCE:

A. Agency Qualifications:

1. Employ the services of an independent testing, adjusting, and balancing agency meeting the qualifications specified below, to be the single source of responsibility to test, adjust, and balance the building mechanical systems specified to produce the design objectives. Services shall include checking installations for conformity to design, measurement and establishment of the fluid quantities of the mechanical systems as required to meet design specifications, and recording and reporting the results.

B. The independent testing, adjusting, and balancing agency certified by Associates Air Balance Council (AABC) in those testing and balancing disciplines required for this project, and having at least one registered in the State in which the services are to be performed, certified by AABC as a Test and Balance representative.

C. Codes and Standards:

1. AABC: "National Standards For Total System Balance".

2. ASHRAE: ASHRAE Handbook, 1984 Systems Volume, Chapter 37, Testing, Adjusting, and Balancing.

1.07 FINAL INSPECTION:

A. All systems, when completed, shall be operated by the organization to test the performance as directed by and to the satisfaction of the Using Agency.

B. Systems shall be balanced within the stated tolerances at the design conditions. The Owner's Representative may request or perform a check reading on up to 10 per cent of the outlets and duct traverses. If any reading varies beyond the stated tolerances, the system will be considered out of balance and the entire system be readjusted and a new report prepared at no additional cost to the Owner.

C. Heating, ventilation and air conditioning systems shall maintain uniform temperatures without drafts through the normal change of seasons. The Owner's Representative may request new design settings on up 20 per cent of the air outlets and coil connections for final adjustment of the system during the first year of operation at no additional cost to the Owner.

D. Air ducts shall circulate without excessive noise.

E. All defects demonstrated by inspections and tests shall be remedied immediately to the Architect' satisfaction.

1.08 PROJECT CONDITIONS: Systems Operation: Systems shall be fully operational prior to beginning procedures.

PART 2 - PRODUCTS

2.01 PATCHING MATERIALS: Except as otherwise indicated, use same products as used by original Contractor for patching holes in insulation, ductwork, and housings which have been cut or drilled for test purposes, including access for test instruments, attaching jigs, and similar purposes.

PART 3 - EXECUTION

3.01 REQUIRED DOCUMENTS:

A. The Contractor shall provide the following, in a timely fashion, to the Test and Balance Agency:

B. Contract drawings (complete set)

C. Applicable specifications (Div. 23 & 26, as a minimum)

D. Related addenda

E. Related change orders

F. Related reviewed shop drawings

G. Related reviewed equipment manufacturer's submittal data

H. Reviewed equipment control drawings

3.02 COOPERATION: The Contractor and his subcontractors shall cooperate fully with the Test and Balance Agency and provide:

1. Completely operable systems
2. The right to adjust the systems
3. Access to systems components

3.03 BELT DRIVES:

A. Adjustable speed drives are to be adjusted by the Test and Balance Agency. In cases where the specified capacities cannot be obtained with the original adjustable sheave or original fixed drive sheave, the Agency is to report to the Contractor the sheave size required to obtain the specified capacity.

B. Where larger or smaller sheave sizes are required, the Contractor shall provide new sheaves and, if required, new belts at no additional cost to the Owner.

3.04 CONTROL PERFORMANCE CHECK: The results produced by the operation of rooftop and fan systems controls shall be checked by the testing agency; controls requiring adjustment shall be listed and reported to the Contractor. This does not reduce the responsibility of the Contractor for the checking and adjustment required for a fully operational control system. The Test and Balance Agency is responsible only for final settings; the Contractor is responsible for completeness and correctness of all the control systems.

3.05 SETTINGS: The Test and Balance Agency shall permanently mark the settings of all dampers, valves and other adjustment devices in a manner that will allow the settings to be restored. If a balancing device is provided with a memory stop, it shall be set and locked.

3.06 MEASUREMENTS:

A. Provide all required instrumentation to obtain proper measurements, calibrated to the tolerances specified in the referenced standards. Instruments shall be properly maintained and protected against damage.

B. Provide instruments meeting the specifications of the referenced standards.

C. Use only those instruments which have the maximum field measuring accuracy and are best suited to the function being measured.

D. When averaging values, take a sufficient quantity of readings which will result in a repeatability error of less than 5 percent. When measuring a single point, repeat readings until 2 consecutive identical values are obtained.

E. Take all reading with the eye at the level of the indicated value to prevent parallax.

F. Take measurements in the system where best suited to the task.

3.07 PERFORMING TESTING, ADJUSTING, AND BALANCING:

A. Cut insulation and ductwork, for installation of test probes to the minimum extent necessary to allow adequate performance of procedures.

B. Patch insulation, ductwork, and housings, using materials identical to those removed. Seal ducts, and test for and repair leaks. Seal insulation to re-establish integrity of the vapor barrier.

C. Mark equipment settings, including damper control positions, and similar controls and devices, to show final settings. Mark with paint or other suitable, permanent identification materials.

D. Retest, adjust, and balance systems subsequent to significant system modifications, and resubmit test results.

3.08 RECORD AND REPORT DATA:

A. Record all data obtained during testing, adjusting, and balancing in accordance with, and on the forms recommended by the referenced standards, and as approved on the sample report forms.

B. Prepare report of recommendations for correcting unsatisfactory mechanical performances when system cannot be successfully balanced.

3.09 REPORT:

A. The following items shall be tested, recorded, and incorporated in the test and balance report. The report shall not be limited to these items, but shall include these tests as minimum requirements.

1. Record each equipment manufacturer, model numbers and serial numbers.
2. Test, adjust and record required and measured total CFM for each air system and component. Test and record quantity of exhaust or relief air in CFM.
3. Test, adjust and record all required and measured outside air quantities and return air CFM.
4. Test and record required and measured system static pressures; filter differential, and fan total static pressure. Test and record pressure drop through the air system units.
5. Record all installed fan drive assemblies; fan sheaves, motor sheaves, and belts.
6. Record each installed motor manufacturer.
7. Record each installed motor horsepower.
8. Test and record each motor name plate and measured voltage and full load amperage.
9. Test, adjust, and record each blower RPM.
10. Test and adjust the CFM delivery of each diffuser, grille, and register.
11. Identify the location of each diffuser, grille, and register.
12. Record the size, type, and manufacturer of each grille, register and diffuser.
13. Data obtained for each diffuser, grille and register shall include required FPM velocity and test resultant velocity, required CFM and test resultant CFM after adjustments.
14. All diffusers, grilles, and registers shall be adjusted to minimize drafts.
15. All tests shall be made with supply, return, relief and exhaust systems operating, and all doors, windows, etc. closed or in their normal operating condition.
16. All damper positions shall be permanently marked after air balancing is complete.
17. The final balanced condition of each area shall include the testing and adjusting of pressure conditions. Front doors, exits, etc., should be checked for air flow so that exterior conditions do not cause excessive abnormal pressure conditions.
18. Indicate on floor plans the locations and results of the sound measurements taken.

3.10 SYSTEM BALANCING REQUIREMENTS: Testing, adjusting and balancing shall be provided for all airside systems and equipment specified and indicated in the Contract Documents.

END OF SECTION

SECTION 23 07 00 HVAC INSULATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS: Drawing and general provisions of Contract, including General and Supplementary Conditions and Specification section 23 05 10 “HVAC General Requirements”, apply to work of this section.

1.02 DESCRIPTION:

A. All insulation products used outside of mechanical rooms shall meet NFPA requirements for Flame Spread Rating 25, Smoke Developed Rating 50, and Fuel Contributed 50.

B. **Staples shall not be used for securing insulation.** All insulation shall be installed in accordance with the insulation manufacturer's recommendations. Insulation shall be continuous through wall, ceiling, floor and roof openings and sleeves, except at fire/smoke dampers.

C. Supports for insulated piping shall be outside the insulation. Inserts shall be provided at hangers. Inserts shall be Foamglass Insulation, Calcium Silicate or Perlite and shall be 2" longer than the pipe shields. Pipe shoes welded to the pipe shall be used for roll type hangers.

D. All required tests of the relevant section of pipe, ductwork, or equipment shall be completed before insulation is applied.

E. Do not store materials in building until it is enclosed and dry. Wet insulation shall not be installed.

F. Insulation products with self-sealing type jacket shall not be applied at temperatures below 40°F.

G. Items not to be insulated:

1. Exhaust Ducts

2. Ducts with internal lining or factory insulated ducts.

H. Clean and dry all surfaces to be insulated from loose scale, dirt, oil, moisture and other foreign matter.

I. Insulate completely all metal surfaces of piping, ductwork and equipment other than hangers.

J. Surface finishes shall present a tight smooth appearance.

K. Permit expansion and contraction without causing damage to insulation or surface finish.

L. Surface finish shall be extended to protect all surfaces, ends, and raw edges of insulation.

M. Vapor barriers must be continuous and uninterrupted throughout the system where specified except where insulation is interrupted for fire dampers. See details for special conditions.

1.03 DUCTWORK: Insulation shall cover all standing seams and metal surfaces. Materials shall be applied subject to their temperature limits.

1.04 QUALITY ASSURANCE:

A. Codes and regulations referred to are minimum standards. Where the requirements of these specifications or drawings exceed those of the codes and regulations, the drawings and specifications shall govern.

B. Any methods of application of insulation materials or finishes not specified in detail herein shall be in accordance with the particular manufacturer's published recommendations. Insulation shall be applied by experienced workers regularly employed for this type of work. Material shall be furnished to the job bearing the manufacturer's label.

C. Insulation products shall be as manufactured by Pittsburgh Corning Corporation, Knauf, Resolco, Owens-Corning, Certainteed or Armstrong.

PART 2 - PRODUCTS

2.01 EXTERIOR WRAP FOR ROUND DUCTWORK:

A. **Insulation equal to Knauf Duct Wrap**. Insulate externally, all round ductwork with 2" thick blanket fiberglass duct insulation. All seams to be taped with pressure sensitive tape and banded with nylon ties on 3’-0” centers.

2.02 ACOUSTICAL DUCT LINER:

A. Duct liner shall be equal to Knauf Textile Duct Liner. Acoustical duct liner shall be a flexible type with a minimum 1” thickness using long fiberglass with a smooth firmly bonded fire-resistant surface to prevent erosion of the insulation. Surface not to exceed 25 flame spread and 50 smoke development. Thermal conductivity shall not exceed 0.26 at 75° F. mean temperature.

B. Noise reduction coefficient (NRC) shall not be less than .60 based on acoustical materials test, Mounting No. 6. Completely coat all duct surfaces with Benjamin Foster 85-15 adhesive. Neoprene coated side on liner shall face air stream. Sections shall be jointed by coating the edges with Foster 30-36. Secure liner to duct system with self-adhering pins adhered to clean surface and secure with self locking washers, space pins not more than 4" from the edges and not more than 16" on centers. Lining shall meet National Board of Fire Underwriters' Standards for Internal Duct Application and shall have a minimum density of 3 lbs. per cu. ft. All duct liner shall be marked with the density located so as to be visible on the exposed surface of the liner. Air friction correction factor shall not exceed 1.40 at 2000 FPM and 1.5 at 4000 FPM.

C. Insulate all rectangular supply air ductwork internally as described in Paragraphs A and B.

2.03 ADHESIVES, MASTIC, COATINGS:

A. Benjamin Foster, Childers, Insul-Coustic, EPOLUX, Minnesota Mining and Manufacturing Co.

B. Treatment of pipe jackets and duct facings to impart flame and smoke safety shall be permanent. The use of water-soluble treatments is prohibited.

C. Vapor barriers shall have a perm rating of not more than .05 perms. Adhesives, coatings and mastics shall have a perm rating of not more than .25 perms.

2.04 TAPE: Wherever tape is used for sealing purposes, it shall be of the type and shall be applied as recommended by the non-conductive covering manufacturer. Where recommendation is lacking, the tape used shall be sealed with Minnesota Mining Adhesive EC-1329.

2.05 INSULATING CEMENT: Insulating cement shall be O-C 110 mineral wool Benjamin Foster or Minnesota Mining, all purpose cement. Where insulating cement is applied to pipe fittings in concealed locations, it shall be "one-coat" cement.

PART 3 - EXECUTION

3.01 GENERAL:

A. Surfaces to be insulated shall be clean, dry, and free of foreign material, such as rust, scale and dirt when insulation is applied. Perform pressure tests required by other Sections before applying insulation.

B. Where existing insulation is damaged due to the new work, repair damage to match existing work or replace damaged portion with insulation specified for new work.

3.02 INSULATION FOR DUCT SYSTEM:

A. Secure insulation to duct with Benjamin Foster 85-15 adhesive applied in 4 inch strips around the duct on 8 inch centers. Nylon cord shall be used to secure the insulation. Where ductwork is 36" wide or more secure insulation to the bottom of the duct using self adhering pins and self locking washers placed not more than 18 inches on center. Insulation shall overlap lining and factory applied insulation a minimum of 2 inches. Vapor barrier at all butted joints or breaks shall be sealed with 4" inch wide foil reinforced tape adhered with Benjamin Foster 82-07.

B. Insulate ductwork exposed to the weather that is not lined with glass fiber semi-rigid board insulation 1½" thick, 3 lbs. per cubic feet density. Secure to metal with self-adhering pins with self locking washers. Finish with standard weight glass cloth set in 1/16" weatherproof mastic similar to Seal-Kote. After drying, apply a 1/16" finish coat of waterproof mastic. Butt insulation joints and seal with mastic.

3.04 INSULATION FOR EQUIPMENT: Secure insulation with insulation hangers and self locking washers, copper weldwire or galvanized bands. Miter to insure a tight fit. Seal joints with mineral wool insulating cement. Finish with standard weight glass cloth set between two 1/16" coats of white mastic. Insulate flanged ends of strainers, pumps, removable head sections, access plates and coupling with a removable 18 gauge aluminum casing, lined with foamed plastic sheeting adhered to the inside of all surfaces subject to sweating. Casing shall be fabricated in two sections and joined with galvanized steel bolts. Casing shall be removed and reinstalled without damage to surrounding insulation. Attention is called to the fact that external duct insulation is required at Fire/Smoke dampers sleeves where dampers occur in lined ductwork.

END OF SECTION

SECTION 23 30 00 HVAC AIR DISTRIBUTION

PART 1 - GENERAL

1.01 DESCRIPTION:

A. All work specified in this Section is subject to Section 23 05 10 “HVAC General Requirements”.

B. Ductwork shall be provided to meet the minimum capacities indicated, shall meet all constraints of construction, and shall comply with all Specification Sections.

C. See Section 23 07 00 “HVAC Insulation” for ductwork insulation (duct wrap and liner).

D. No ductwork shall be fabricated until fabrication shop drawings have been prepared, submitted and reviewed. Ductwork installed before shop drawings are reviewed is entirely at the risk and expense of the contractor.

PART 2 - PRODUCTS

2.01 DUCTWORK - GENERAL:

A. SMACNA Standards indicated shall mean standard published by the Sheet Metal and Air Conditioning Contractor's National Association, Inc. Ductwork shall be constructed in complete conformance with the latest edition of the SMACNA Manual. Duct classification shall be as follows:

1. Medium pressure - 6" static pressure, Class A Seals

2. Low pressure - 2" static pressure, Class A Seals

B. Ductwork shall be constructed of G90 galvanized sheet steel unless otherwise specified herein. All rectangular ductwork shall be lined. Ductwork shall be round, oval or rectangular as indicated. Sizes given shall be considered to be the clear inside dimensions.

C. Turning vanes shall be installed in all 90 degree square and rectangular elbows and at other locations shown. The turning vanes shall be double thickness type, with vanes secured to the runners and runners secured to the duct. Elbows in round ductwork and other radius elbows shall have an inside radius equal to the diameter of the duct.

D. Low pressure round ducts up to including 12" in diameter shall be longitudinal lock seam construction. Round ducts larger than 12" shall be spiral lock seam construction.

1. Girth joints in ducts up to and including 12" shall be beaded crimp type and each joint shall be fastened with sheet metal screws, equally spaced, not more than 8" on centers and with a minimum of 3 screws in each joint. The beaded-crimp joint shall provide at least a 1" lap to accommodate the sheet metal screws.

2. Girth joints in ducts larger than 12" shall be the beaded sleeve type. The beaded sleeve joints shall be fabricated of the same gauge galvanized sheet steel and the duct shall be a minimum of 4" in length. Each section of duct shall be fastened to the sleeve with sheet metal screws equally spaced, not more than 8" on centers and with a minimum of 3 screws in each section.

E. Duct hangers and supports shall be in accordance with Section V (pages 5-1 thru 5-13) HANGERS AND SUPPORTS of the referenced SMACNA Standard, except:

1. Hangers shall be spaced not over 8'-0" on centers.

2. For rectangular ducts with longest dimensions up through 60", hangers shall be the galvanized steel strap type; with the longest dimension 61" and larger, hangers shall be trapeze type constructed of galvanized steel angles with round hanger rods. Sizes for strap hangers and trapeze angles and rods shall be based on duct size as scheduled in the SMACNA Standard, Table 5-1 (page 5-8) for strap hangers and Table 5-3 (page 5-10) for trapeze hangers.

3. For round ducts, hangers shall be galvanized steel strap hangers. Sizes and number of strap hangers shall be based on duct size as scheduled in the SMACNA Standard, Table 4-2 (page 4-9). For duct sizes requiring 2 hangers, the hanger supports shall be minimum 3/8" round steel hanger rods.

2.02 MANUAL DAMPERS AND DAMPER HARDWARE:

A. Splitter dampers shall be constructed of not less than 20 gauge galvanized steel sheet. The length of the damper blade shall be the same as the width of the widest duct section at the split, but in no case shall blade length be less than 12".

B. Volume Control Dampers:

1. Dampers shall be single blade butterfly type in ducts up to and including 12" x 12" size; for ducts larger than 12" x 12", in either or both dimensions, the dampers shall be the multi-blade type. All dampers in O.A. ductwork shall shut tightly and have vinyl edge seals and stainless steel jamb seals.

2. Single blade butterfly dampers shall be constructed of not less than 16 gauge galvanized steel blades mounted in a galvanized steel frame. For rectangular dampers, the top and bottom edges of the blade shall be crimped to stiffen the blade. Damper shall be provided with an extended rod to permit installation of a damper regulator.

3. Dampers larger than 12" in either direction shall be multi-blade dampers and shall be the opposed blade type, constructed of not less than 16 gauge galvanized steel blade mounted in galvanized steel channel frame. Blade spacing shall not exceed 6" and the top and bottom edges of the blade shall be crimped to stiffen the blades. Damper blades shall be interconnected by rods and linkages to provide simultaneous operation of all blades. Damper shall be provided with an extended rod to permit installation of a damper regulator.

C. Hardware for Manual Dampers:

1. Splitter damper hardware - When neither dimension of a damper exceeds 18", the damper shall be provided with a ball joint bracket attached to the outside of the duct. The bracket shall have a set screw for securing damper rod in position. The damper operating rod shall be not less than 1/4" diameter steel rod and shall be secured to the damper blade with a clip. When either dimension of a damper exceeds 18", the damper shall be provided with 2 ball joint brackets and rods. The rods shall be located at quarter points on the damper.

2. Duct mounted regulators with operating handle and locking quadrant shall be provided on manual volume control dampers.

3. Damper hardware shall be Ventfabrics, Young Regulator or Duro-Dyne, provided the equipment meets or exceeds the requirements of the Contract Documents.

D. Acceptable manufacturers of dampers are Ruskin, Air Balance, or Louvers and Dampers Inc., provided the equipment meets or exceeds the requirements of the Contract Documents.

2.03 FLEXIBLE DUCTWORK:

A. Flexible ductwork shall be Class 1, UL 181 air duct with an aluminized mylar or polyester inner liner laminated to a corrosion resistant steel wire helix. Aluminum helix is not acceptable.

B. A 1" thick, one (1) pound density fiberglass insulation and vinyl outer jacket shall cover the wire helix.

C. The maximum allowable length of low pressure flexible ductwork shall be 4'-0" and shall be limited to short run-outs and end runs connected to round neck ceiling supply diffusers. Provide a spin-in fitting with integral volume damper at all flexible run-out connections in low pressure ductwork.

D. Flexible ductwork shall be designed for pressures up to 4" W.G.

E. Acceptable manufacturers of flexible ductwork are Clecon, Wiremold, Flexmaster, Flexmold or Genflex.

2.04 FLEXIBLE DUCT CONNECTIONS: Flexible duct connections shall be non-combustible, installed at all belt-driven equipment and where shown. Material shall be glass fabric double coated with neoprene (30 0z. per square yard minimum) and shall be Vent Fabrics, Duro-Dyne or Young Regulator, provided the equipment meets or exceeds the Contract Documents. Provide duct supports on each side of flexible connections.

2.05 STAND-OFF MOUNTING BRACKETS: Locking-type quadrant operators for dampers, when installed on ducts to be externally insulated, shall be provided with stand-off mounting brackets bases or adapters to provide clearance between the duct surface and the operator not less than the thickness of the insulation. Stand-off mounting items shall be integral with the operator or standard accessory of the damper manufacturer.

2.06 DUCT INSTRUMENT TEST HOLES: Provide for each system four (4) test holes; two (2) in supply duct and two (2) in return air plenum at opposite ends near air handling units with screwed caps.

2.07 REGISTER AND GRILLE CONNECTION: Interior of ductwork visible through grilles and diffusers shall be painted flat black.

2.08 ACCESS DOORS: Provide in duct wall at each splitter, fire, fire/smoke and motorized damper, at each end of coils, in plenums and elsewhere indicated. Size and position shall provide access to bearings, fire links, etc. Typical doors shall be double metal faced, internally insulated same as duct provided with gasket seal, and held in place with four or more sash locks. Minimum size shall be 16" x 12", maximum duct size for smaller ducts.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Install all ductwork and accessories as shown and in accordance with applicable SMACNA standards.

B. Duct liner shall be cut to provide overlapped and compressed longitudinal corner joints. Liner shall be installed with coated surface facing the air stream. Duct liner shall be adhered to the ductwork with 100% coverage of the sheet metal surfaces using a fire retardant adhesive applied by spraying. Coat all exposed leading edges and all transverse joints with
airfoils.

C. Joints in all low pressure ductwork shall be sealed with a water based gray vinyl acrylic sealant. Sealant shall be U.L. listed Class 1 classified adhesive with flame spread and smoke developed ratings of O. Sealant shall be applied to surfaces relatively free of dirt, oil and grease after ductwork has been installed. Sealant shall be Hardcast, Inc. "Iron Grip" IB-601 or approved equal.

END OF SECTION

SECTION 23 37 13 DIFFUSERS, REGISTERS AND GRILLES

PART 1 - GENERAL

1.01 DESCRIPTION:

A. All work specified in this Section is subject to the provisions of Section 23 05 10 “HVAC General Requirements”.

B. Grilles, registers and diffusers shall be provided to meet the minimum capacities indicated on the drawings and shall meet all constraints of construction.

1.02 COORDINATION: The grilles, registers and diffusers of one manufacturer have been used as the basis of design. Any modifications to ductwork, controls, building structure, etc., that result from the use of any other units shall be coordinated with all trades. This coordination shall occur before delivery of equipment from the manufacturer. Any modifications shall be performed without incurring any additional costs to the Contract.

1.03 ACCEPTABLE MANUFACTURERS:

A. Manufacturers listed below are acceptable. Approved equal products which are ADC tested, rated and certified shall be Price, Metalaire or Titus.

B. All devices selected must meet or exceed all the requirements of these contract documents.

PART 2 - PRODUCTS

2.01 DESCRIPTION:

A. Color of all grilles, registers and diffusers are to be selected by Architect. Also, ceiling mounted items shall be selected to fit the ceiling in which they are applied.

B. Air distribution devices shall be as follows:

1. Supply air diffusers (square) shall be extruded aluminum rectangular to round neck diffusers with T-Bar flange frames. Diffusers shall be as shown on plans or approved equal.

C. The Contractor shall verify that all air distribution devices are suitable for the ceiling and wall types in which they are installed.

D. All air distribution devices shall be shown on drawings.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Grilles, registers and diffusers shall be installed as indicated in conformance with the manufacturer's recommendations. Coordinate the actual units to be provided with all trades.

B. All grilles, registers and diffusers shall be selected and submitted at a NC level of 35 or less.

C. The grilles, registers and diffusers shall be tested and adjusted to provide the scheduled capacities.

END OF SECTION

SECTION 26 05 11 ELECTRICAL RENOVATION/DEMOLITION

PART 1 - GENERAL

1.01 SCOPE:

A. Attention is called to the fact that this is a renovation and/or addition to an existing facility which is required to remain in operation during construction. Contractor shall visit the site to become aware of existing conditions.

B. The exact locations of apparatus, equipment and raceways shall be coordinated with Owner and laid out in accordance with Owner's input. In addition, coordinate with all equipment suppliers and other trades to verify the actual installation requirements prior to rough-ins.

C. The plans and specifications are considered cooperative and complimentary. Where one contradicts the other, notify the Architect/ Engineer for clarification prior to any installation.

D. All applicable portions of the General and Specific Conditions are included herein by reference.

1.02 DEFINITIONS:

A. Install: Receive, store, place, fix in position, secure, anchor, etc., including necessary appurtances and labor so the equipment or installation will function as specified and intended.

B. Furnish: Purchase and supply equipment and components, including shipping and receiving.

C. Provide: Furnish, install, connect, test, demonstrate and leave operational.

D. Wiring: Wire or cable installed in raceway with all required boxes, fittings, connectors, etc.

E. Work: Materials completely installed, including the labor involved.

F. Or approved equal: Equal in type, design, quality, appearance, etc. as determined by the Architect/Engineer.

G. Raceway: Galvanized rigid steel conduit (GRC), electrical metallic tubing (EMT), intermediate metal conduit (IMC), schedule 40 Polyvinyl Chloride (PVC), flexible steel (FLX), sheathed flexible steel (SLT), code gauge wireway (WW).

1.03 CODES AND REGULATIONS:

A. All work shall comply with all local laws, ordinances and regulations applicable to the electrical and fire alarm/life safety system installation, NFPA, OSHA, ANSI, [SBC,] [BOCA,] [UBC,] municipal ordinances governing electrical work, and with the requirements of the 1993 National Electrical Code or latest edition approved by the local authority having jurisdiction (LAHJ).

B. Where different sections of any of the aforementioned codes and regulations, the specifications or the plans require different materials, methods of construction, or other requirements, the most restrictive or stringent shall govern. In any conflict between a general provision and a special provision, the special provision shall govern.

C. Obtain all permits and licenses, and pay all fees as required for execution of the Contract. Arrange for necessary inspections required by the Architect, city, county, state and other local authorities having jurisdiction (LAHJ) and present certificates of approval to the Owner or his designated representative.

D. Under no circumstances will asbestos, or asbestos related materials, be allowed on this project.

E. Communicate with all required utility offices to meet utility schedules and regulations. Coordinate the local utility requirements with the requirements of these contract documents. Should conflicts arise, notify the Architect/Engineer immediately. Acquire services to avoid project delays. Conform to regulations of the local utility company with respect to metering, service entrance and service access.

1.04 SITE VISIT:

A. All interested parties shall visit the site and thoroughly familiarize themselves with the local conditions and existing conditions which may affect the cost of the Work in advance of any project activity or submission of bids.

B. Where work under this Division requires extension, relocation, reconnection or modifications to the existing equipment or systems, the existing equipment or systems shall be restored to their original condition prior to completion of this Project.

C. No allowances will be made for lack of knowledge of job conditions which could reasonably be identified during site visit.

D. Verify the service entrance voltage and short circuit contribution with the serving power utility and provide written confirmation of same to the Architect prior to submitting shop drawings or ordering any materials for use in the building served. Provide service entrance equipment fully rated to interrupt the available fault current from the serving utility.

1.05 DRAWINGS AND SPECIFICATIONS:

A. The Electrical Drawings are diagrammatic, and are not intended to show the exact location of raceways, outlets, boxes, bends, sleeves, fire sealant, couplings or other such elements except where dimensions are noted. Provide all required offsets, extensions or pull boxes required for a fully coordinated and operational system.

B. The Drawings and Specifications shall both be considered as part of the Contract. Any work or material shown in one and omitted in the other, or which may fairly be implied by both or either, shall be provided in order to give a complete job.

C. Should conflicts exist between the Drawings and Specifications, notify the Architect/Engineer for clarification prior to installation.

D. All conduit and wiring shown on the Electrical Drawings shall be provided under this Division regardless of its function.

1.06 DEVIATIONS:

A. No deviations from the drawings and specifications shall be made without the full knowledge and consent of the Architect/Engineer.

B. If it is found that existing conditions make desirable a modification in requirements covering any particular item, report such item to the Architect/Engineer for their decision and instructions.

1.07 EQUIPMENT CONNECTIONS:

A. For each electrical connection required, provide pressure connectors, terminals (lugs), electrical insulating tape, heat-shrinkable insulating tubing, cable ties, solderless wire connectors, and other items required to complete splices and terminations of the necessary types. Cover splices or terminations with electrical insulation equivalent to insulation of conductors terminated.

1.08 ELECTRICAL OUTAGE SCHEDULING:

A. Electrical work requiring interruption of electrical power which would adversely affect the Owner’s operation shall be done at times other than normal working hours. Coordinate with Owner to establish normal working hours for this facility.

PART 2 - PRODUCTS

2.01 STANDARDS FOR MATERIALS AND WORKMANSHIP:

A. All material shall be new and shall bear the inspection label of Underwriter's Laboratories, Inc. (UL).

B. The published standards and requirements of the National Electrical Manufacturer's Association (NEMA), Underwriters' Laboratories (UL), Electrical Testing Laboratories (ETL), American National Standards Institute (ANSI), Institute of Electrical and Electronic Engineers (IEEE), Insulated Cable Engineers Association (ICEA), National Fire Protection Association (NFPA) and the American Society for Testing and Materials (ASTM) shall govern and apply where such have been established for the particular material in question.

C. Specified catalog numbers and trade or manufacturers names are intended to describe the material, devices, or apparatus desired for type, construction features, electrical characteristics, ratings, operating functions, style and quality. Similar materials of other manufacturers, not less than specified quality, capacity or character may be substituted in conformity with the provisions of the General and Supplementary Conditions. Materials of the same type shall be the product of one manufacturer. Refer to Shop Drawing requirements.

D. Furnish all materials specified herein or indicated on the drawings.

E. All work shall be installed in a practical and workmanlike manner by competent workmen, skilled in their trade.

2.02 SHOP DRAWINGS:

A. Provide complete electrical characteristics for all equipment. Submit for approval data of the materials and equipment to be incorporated into the Work. Submittals shall include descriptive materials, catalog cuts, diagrams, performance characteristics, and charts published by the manufacturer indicating conformance to the specification and drawing requirements; model numbers alone will not be acceptable. Submittals shall be made by Specification section number, tabbed, within three ring binders, grouped and submitted in packages as indicated below. Submittals for lighting fixtures shall include full photometric data. Shop drawings shall be submitted for the following equipment and items suitably bound, and marked:

B. **Package I:**

Section 26 05 33 Raceways and Boxes for Electrical Systems
Section 26 05 19 Low-Voltage Electrical Power Conductor and Cables
Section 26 27 26 Wiring Devices

Package II:

Section 26 24 16 Panelboards
Section 26 24 17 Distribution Panelboards
Section 26 28 16 Enclosed Switches and Circuit Breakers
Section 26 22 14 Low-Voltage Dry Type Transformers(600 Volts)

C. Shop drawings and/or catalog data submittals on all items of equipment and materials shall be submitted in conformity with requirements of the General and Supplementary Conditions. Do not submit more than the required number of sets. Do not submit equipment or materials not requested in the Specifications.

D. All material lists and shop drawing submittals shall include a stamped indication by the Contractor signifying that the submittals have been previously reviewed for complete compliance with the Contract Documents, that all coordination required between trades prior to field installation has occurred and that the material being submitted is approved for installation. The stamped indication shall include the name of the contracting firm, the date of the review and the signature of the contractor. The Engineer will not review the shop drawing submittals without the contractor's stamped approval already on the shop drawings. The responsibility of complying with the Contract Documents will not be relieved by the Engineer's review, which requires 10 working days from the date the shop drawings are received by the Engineer.

E. All pricing is to be based upon the products, manufacturers, and processes described in the Contract Documents. Requests for approval of substitutions shall be written and delivered to the Architect's/Engineer's office in conformity with the provisions of the General and Supplemental Conditions. Do not submit any shop drawing or product data that does not conform with the contract documents.

F. Resubmittals, if necessary, shall be made as specified above. Resubmittals will highlight and indicate any and all revisions made thereto and will include the following text " Resubmittal #___", typed in a prominent location on the cover sheet.

G. The Contractor shall provide with the shop drawing submittal dimensioned layouts of all electrical rooms and spaces using the equipment he intends to furnish. Switchboard, panelboards, distribution panels, etc., will be rejected without dimensioned room layouts.

H. Samples of all materials proposed for use shall be presented to the Architect for his approval when requested.

I. Submittals shall be noted with any deviations, alterations or limitations of product from the specified materials. The product will be rejected upon failure to indicate this information. Any conflict or failure to perform comparably to the originally specified materials will result in product rejection. It will be the Contractor's responsibility to replace the alternate material or equipment with the originally specified one and to demolish, replace, repair and retest the equipment, including repair or replacement of any component of the building, finishes or other systems affected by said replacement, at no additional costs to the Owner.

2.03 SUPPORT FASTENER DEVICES:

A. Anchors for post tensioned concrete applications shall be cast in place continuous or spot insert channel providing a safety factor of 3 in 3000 lb hard rock concrete.

B. Anchors for cast in place concrete shall be insert type expansion shields and bolts, lead shields and bolts or self drilling expansion shields and bolts. Powder actuated pins of 1500 pound pull out strength may be utilized in concrete.

C. Anchors for wood construction shall be lag bolts or power driven wood screws.

D. Anchors in hollow masonry shall be toggle bolts.

E. Anchors for steel attachment shall be machine screws, bolts, or beam clamps.

F. Equipment mounted to drywall construction shall be secured to power channel (13/16” x 1 5/8” minimum). Secure channel to a minimum of two (2) dry wall studs with drywall screws and washers.

2.04 SUPPORTS: Furnish and install under this contract all angle iron, channel iron, rods, threaded rod, supports or hangers required to install or mount all electrical equipment, material or related devices. Conduit shall not be supported from steel decking, roof decking, bridging, ceiling or ceiling support wires.

2.05 IDENTIFICATION:

A. All equipment or devices specified in Division 16 shall be identified with an engraved plastic nameplate. Identification of flush equipment shall be on the inside of the cover. Surface equipment shall be identified on the outside. Plastic nameplates shall be multicolored laminated plastic with engraved lettering. Nameplates shall be provided as scheduled:

1. 480/277 volt normal power equipment shall be black faceplate/white core.

2. 480/277 volt emergency power equipment shall be red faceplate/white core.

3. 208/120 volt normal power equipment shall be white faceplate/black core.

4. 208/120 volt emergency power equipment shall be white faceplate/red core.

5. Computer power equipment (ie UPS, isolated ground, etc.) shall be orange faceplate/white core.

B. Refer to electrical details for lettering size and nameplate requirements.

2.06 AS-BUILT (RECORD) DRAWINGS:

A. Maintain on the job site at all times during construction a set of "As-Built" mylar sepias with all changes during construction marked thereon. This set shall be utilized for no other purpose. Include any addenda, change orders, field orders, project sketches or "marked-up" drawing prints as may be generated on the job site to assist in recording the changes.

B. The "As-Built" sepias shall show all changes and deviations from the Contract Drawings including relocation of outlets, conduit and equipment. Record final dimensioned locations of switchboards, panelboards, transformers, disconnect switches, etc. Make sufficient measurements to locate all underground conduit. Show exact locations of underground cable and conduits, both interior and exterior, fully dimensioned from building column lines or permanent exterior structures. These drawings shall be available for reference at the time of final inspection.

C. At the completion of construction, the Contractor shall purchase a set of reproducibles from the Architect/Engineer at cost of printing and shipping. All changes noted above shall be incorporated thereon by the Contractor. The reproducible drawings, with one set of blueline prints thereof and the original sketches and marked-up "As-Built" prints shall be presented to the Owner.

2.07 MAINTENANCE AND INSTRUCTION MANUALS:

A. Submit to the Architect/Engineer, upon completion of the work and prior to final inspection, copies of maintenance and instruction manuals for equipment provided as outlined below:

1. Three sets of the following data are required:
   a. Operating and maintenance instructions.
   b. Spare parts list.
   c. Copies of approved submittal data.
   d. Copies of panelboard circuit directories reflecting all field changes.
   e. Test reports of all tests performed.
   f. Certificates of inspection from LAHJ.
   g. Contact names and phone numbers for parts suppliers of submitted equipment.

B. Arrange each set of data in a orderly way and bind each set in a separate 3-ring hard-cover binder with appropriate label identifying the Project, Architect, Engineer, Contractor, Subcontractor and Date.

2.08 SUBMISSION OF DRAWINGS: Submission of Engineer's drawings for shop drawings and unaltered Engineer's drawings for "As-Built" will not be acceptable.

PART 3 - EXECUTION

3.01 COORDINATION:

A. Before any piping, conduit, outlets, equipment or lighting fixtures are located in any area, coordinate the space requirements with all trades. Such shall be arranged so that space conditions will allow all trades to install their work, and will also permit access for future maintenance and repair. Coordinate the installation of recessed electrical equipment with concealed ductwork, piping, insulation, structural appurtances and wall thickness.

B. Piping, ductwork, conduit and equipment installed at variance with the above requirements shall be relocated and/or revised to conform with the above requirements without incurring additions to the Contract.

C. Coordination of space requirements with all trades shall be performed so that:

1. No piping or ductwork, other than electrical, shall be run within 42" of panelboards, switchboards or transformers.

2. No pipes or ducts that operate at a temperature in excess of 120 degrees F. shall be installed nearer than 3" to any electrical conductor.

D. Do not scale drawings. Obtain dimensions for layout of equipment from the Architectural drawings unless noted on the Electrical drawings.

3.02 PROTECTION OF MATERIALS:

A. Refer to the general requirements section of the Specifications for storage, protection and handling requirements.

B. Provide dry, weathertight staging and storage for materials and equipment requiring protection from weather and moisture per manufacturer's recommendations. Install temporary lighting or heat sources to prevent moisture accumulation. Provide protection against direct sunlight, precipitation, wind, ice, fire or excessive heat. Store materials in original undamaged packaging with manufacturer's labels and seals intact. Containers which are broken, damaged or watermarked are not acceptable and are subject to rejection.

1. Materials and equipment will not be installed until the environmental conditions of the project are suitable to protect same per manufacturer's recommendations. Equipment or materials damaged or subjected to moisture, precipitation, direct sunlight, cold or heat are not acceptable and shall be removed from the project and replaced at no additional costs to the Owner.

2. All conduit and other openings shall be kept protected to prevent entry of foreign matter or construction debris. Fixtures, equipment, and apparatus shall be kept covered for protection against dirt, water, chemical or mechanical damage before and during construction.

3. The original finish, including shop coat of paint of fixtures, apparatus or equipment that has been damaged shall be restored without incurring additions to the Contract in time or price.

3.03 HOUSEKEEPING PADS: Provide 4" minimum height concrete pad, integral with floor, under all floor mounted electrical equipment or apparatus.

3.04 CUTTING AND PATCHING: The Contractor is responsible for all cutting and patching, including escutcheon plates where necessary, whether or not such cutting and patching is shown or indicated.

3.05 CLEANING AND PAINTING:

A. Remove foreign materials, drywall compound, overspray, oil, dirt and grease from all raceway, fittings, supports, boxes, cabinets, pull boxes, panelboard trims and equipment to provide clean surfaces for painting. Remove surface oxidation and restore galvanized surfaces with cold process galvanizing compounds. Touchup marred or scratched surfaces of fixtures, panelboard and cabinet trims, motor control centers, switchboards, cabinets, and equipment enclosures with paint furnished by the equipment manufacturer specifically for that purpose. When touchup is required, provide one base coat over imperfection and subsequent coat over entire side or surface of equipment.

B. Do not paint trim hinges, latches, clamps, locks, device covers or trim covers. Mask or remove such items prior to finishing.

1. Unless otherwise noted herein, all painting shall conform to the "Painting" section of the specifications.

2. Where plywood backboards are utilized to mount electrical or electronic equipment provided under Division 16, finish same with two (2) coats of light gray semi-gloss paint.

3.06 ACCESS TO ELECTRICAL ITEMS: Install all concealed electrical equipment, junction and pull boxes, apparatus, or devices so as to maintain access for maintenance, operations and replacement. Access doors or covers shall be provided where required by NEC or LAHJ and shall be installed in accordance with manufacturer's instructions. Refer to the Architect for approved types, means, methods and appearance. Locate each access unit accurately in relation to electrical work requiring access.

3.07 ELECTRICAL ROOMS AND CLOSETS:

A. Manufacturer's equipment shall not be larger than that dimensioned, or scaled, on plans. Conflicts shall be brought to the attention of the Architect, for resolution prior to ordering equipment.

B. Clear working space in electric rooms and closets shall be no less than required by the N.E.C.

C. Submit for review, prior to construction or purchase of any equipment, scaled drawings of electrical rooms, closets, or spaces showing, in detail, planned installation locations of the equipment. These shall clearly show compliance with A and B above.

3.08 EQUIPMENT CONNECTIONS:

A. Review all divisions of specifications, where equipment requiring electrical service is specified, to determine the complete scope of work under this division of the specifications. Provide electrical connections and service to all equipment specified elsewhere requiring such connections or service.

B. Connect all equipment requiring electrical connections, in accordance with the equipment manufacturer's requirements. Where equipment connections require specific locations, determine and coordinate same with submittals. Provide concealed service to central plant equipment locations and pads.

3.09 NAMEPLATES AND IDENTIFICATION:

A. Provide and install nameplates for transformers, power panels, disconnect switches, pull boxes, junction boxes, and other unit equipment. Nameplates shall be affixed with epoxy cement.

B. Install nameplates plumb and level.

1. Provide and install sleeve type wire markers on all conductors at all termination points and access points. Branch circuit identification (as LP-21") shall be installed on hot and neutral conductors. Dedicated circuits and isolated ground technical power circuits shall have wire markers installed on ground conductor. Label junction and pull box covers with all circuit numbers contained therein.

3.10 TESTS AND CERTIFICATIONS:

A. Upon completion of the electrical work and prior to final inspection, conduct an operating test in the presence of the Owner and the Architect/Engineer or his designated representative.

B. The installation shall be demonstrated to operate in accordance with the Contract Documents. Any material or workmanship which does not meet with the approval of the Architect/Engineer shall be removed, repaired or replaced as directed without incurring additions to the Contract in time or cost. All electrical systems shall be tested for compliance with the specifications.

C. Furnish all instructions, tools, test equipment and personnel required for the test. Have sufficient tools and personnel available to remove equipment covers, coverplates, etc., as required for review of internal wiring and proper inspection. Provide hand tools, flashlights, ladders, outlet testers, VOM, meters and keys required to access and observe system operation and characteristics. Turn circuits on and off as directed and demonstrate operation of equipment as directed.

D. Contractor shall test all wiring and connections for continuity and grounds by Megger testing. Upon indication of defective insulation, Contractor shall remove and replace the defective conductor and demonstrate by testing that the new conductor is acceptable. Record feeder load currents and line voltages measured at each transformer, switchboard and panelboard after installation of all equipment and lighting. Adjust transformer taps as required to provide optimum voltage levels. Adjust single phase load connections to balance feeder load and document on as-built drawings. Provide the Owner with full documentation of all testing for future reference.

E. Refer to the individual specification sections and the electrical systems testing section of the specifications for specific testing requirements.

3.11 DEMONSTRATION AND INSTRUCTION:

A. Present to the Owner and the Architect/Engineer or his designated representative a physical demonstration and oral instructions for proper operation and maintenance of each of the electrical equipment and systems installed. Authorized manufacturer's representatives familiar with the specified equipment shall conduct training for the following systems:

1. Uninterruptible Power Supply Systems

3.12 WARRANTY:

A. All systems and components shall be provided with a one-year warranty from the time of final acceptance. The warranty shall cover all defects in materials, design and workmanship. During this warranty period, all defects in materials and workmanship shall be corrected without incurring additions to the Contract. The correction shall include removing the defective part(s), replacing and installing the new parts (including shipping and handling), all required cutting, patching, repainting, or other work involved, including repair or restoration of any damaged sections or parts of the premises resulting from any fault included in the warranty, entirely at the expense of the Contractor.

B. In addition to this general warranty, present to the Architect any other guarantees or warranties from equipment or system manufacturers. These supplemental guarantees or warranties shall not invalidate the general warranty.

END OF SECTION

SECTION 26 05 19 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.01 DESCRIPTION:

A. All work specified in this Section shall comply with the provisions of Section 26 05 11.

B. This Section covers the furnishing, installation and connections of the building wiring system. Interior wiring, power distribution, lighting, appliance and equipment, motor and exterior wiring systems extending beyond the building are included. The wiring system shall be complete from electrical service entrance to every electrical device requiring an electrical connection.

PART 2 - PRODUCTS

2.01 CONDUCTORS:

A. Conductors shall be copper of 98% conductivity, soft temper, 600 volt insulation. Sizes specified are American Wire Gage (AWG) for No. 4/0 and smaller and thousand circular mils (kcmil) for all sizes larger than No. 4/0. Service entrance conductors shall be 600 volt, type XHHW.

B. Conductors No. 10 and smaller shall be solid and type "THHN" / THWN" insulation. No. 8 and larger shall be stranded and type "THHN" / "THWN" or “XHHW” insulation.

C. All wire and cable shall be U. L. Listed and shall bear the U. L. Label.

D. All conductors shall have size, grade of insulation, voltage and manufacturer’s name permanently marked on the exterior at maximum 24 inch intervals.

E. Conductor size shall be a minimum of No. 12 AWG. Conductor size shall be not less than indicated on the drawings. The minimum size of all emergency circuits shall be No. 10 AWG.

F. Fixture wire shall be No. 14 AWG silicone rubber insulated, stranded fixture wire, Type THAN (90 degrees C.).

G. Control conductors for use on 120 volt control wiring shall be No. 14 AWG stranded Type THHN/THWN, unless indicated otherwise on the drawings or as required for compliance with voltage drop requirements.

H. Where cables are used for switch leg, the white conductor shall be permitted to supply the switch, but not as a return to the switchboard outlet for 277 volt lighting switch legs and phase conductor shall be.

2.02 PREFABRICATED CABLE ASSEMBLIES: Metal clad cable type MC may be utilized for concealed branch circuit wiring only as permitted by local authority having jurisdiction. Insulated ground conductor shall be provided.

2.03 CONNECTORS:

A. Terminations and connections shall be made with U. L. Listed connectors applied per manufacturer's recommendations.

B. Connections of #10 AWG and smaller size power and lighting branch circuit conductors shall be made with insulated spring steel wire nut connectors. Size #8 AWG and larger connections shall be made with hydraulically applied compression type connectors with insulated covers.

C. Connections of special system conductors shall be made via dedicated terminal strips labeled to indicate wire number and system type. Wire nut connections in system junction box are not acceptable.

2.04 ACCEPTABLE MANUFACTURERS:

A. Wire and Cable products:

1. Southwire Co.
2. Rome Cable
3. Alcan Cable
4. Carol Cable
5. AFC Cable Systems
6. American Insulated Wire
7. Cerro Wire & Cable
8. General Cable
9. Triangle PWC
10. Cabelec
11. Okonite

B. Signal Cable products:

1. Belden
2. Continental
3. Dekoron
4. West Penn

C. Connector products:

1. AMP

2. Burndy
3. Eagle
4. Gould
5. Ideal
6. Joslyn
7. O-Z Gedney
8. Thomas & Betts
9. Ilsco
10. Buchanan
11. King

D. Wire management products:

1. AMP
2. Thomas & Betts
3. Panduit
4. Wieland

E. Wire & Cable identification products:

1. Thomas & Betts SM series
2. Wieland C type
3. Brady type XC

F. Wire Pulling lubrication products:

1. Ideal Yellow 77
2. Electro Y ER EAS
3. Burndy Silkon

PART 3 - EXECUTION

3.01 WIRING:

A. All conductors shall be installed in conduit, unless noted otherwise. All conductors shall be pulled in at the same time. No conductors shall be pulled into the conduit until the conduit system is complete and plaster/drywall construction has dried. Clean, swab and evacuate conduit system before pulling in conductors. Do not exceed the manufacturer's maximum pulling tension.

B. Conductors shall be continuous from outlet to outlet and from outlet to junction box or pull box. All splices and joints shall be carefully and securely made to be mechanically and electrically solid with proper U. L. Listed connectors. Where connection is made to any terminals of more than 30 amperes capacity and where conductors larger than No. 10 are connected to any terminal, copper terminal lugs shall be secured to the conductors. Where multiple connections are made to the same terminal, individual lugs for each conductor shall be used.

C. Each conduit shall have a minimum of three (3) conductors pulled in unless that particular conduit is noted as being for systems other than electrical circuitry and/or future use or unless noted otherwise. Grounding conductors are not shown in wire count, but are required from circuit origin to last device.

D. Conductors for lighting and receptacle circuits shall have color coded jackets. The wiring shall be color coded with the same color used with its respective phase through the entire job as follows:

208/120 Volt Systems	Type	480/277 Volt Systems
Black Phase A		Brown
Red Phase B		Orange
Blue Phase C		Yellow
White Neutral		Gray
Green Ground		Green/tracer
White/Green Stripe	IG Neutral	Black w/ Black Stripe
Green/White Stripe	IG Ground	Green

E. The feeder and service entrance conductors shall be color coded by the use of one (1) inch wide colored plastic tape applied within 6" of each conductor end.

F. Branch circuit conductors shall not be smaller than No. 12 and where the home run from panel to first device exceeds 60'-0", the conductors from home run outlet to panel shall be No. 10 minimum.

G. Branch circuit wiring which supplies more than one fluorescent fixture through wireway of other fixtures shall be rated for use at 105 degrees C.

H. For branch circuits terminating in outlet without device, leave minimum of 12" of slack wire coiled for connection of equipment.

I. All conductors shall be identified with proper circuit numbers at all access points, terminals, junction boxes and at panelboards within 6" of conductor ends.

J. Special systems conductors shall be color coded in accordance with system manufacturer's recommendations or in a manner approved by the Engineer.

K. Furniture system branch circuits shall have minimum #10 neutral home run conductors pulled to system junction box.

L. Maintain phase rotation established at service entrance point throughout entire project.

M. Taps and splices, where permitted by these specifications, shall be performed with an encapsulating watertight connection kit which insulates and moisture seals the connection.

N. Grounding conductors are not indicate in the wire count shown on the drawings, but are required in all branch circuit and feeder installations. Provide insulated ground conductor (sized per NEC requirements) in all raceways.

3.02 CONTROL WIRING:

A. Control wiring is defined as the wiring which provides connections between control circuit elements and does not provide the power circuit.

B. Generally, control wiring is specified in Division 15; however, where a control device such as a push-button, thermostat, firestat, etc. is to be installed in the power circuit, these devices shall be received, stored and installed as part of the work of this Division. Control wiring, conduit etc. shall be coordinated with division 15 and provided as required.

3.03 CONNECTIONS:

A. All connectors shall be U.L. Listed and shall be utilized in full accordance with manufacturer's requirements.

B. Splices shall be made only where specifically approved by the Engineer. Conductors shall be continuous from origin to first outlet box or manhole. Splices made exterior to the structure, or below grade, shall be compression type connections with insulated, waterproof covers. Submit splicing requests for review and approval prior to installation.

C. Termination lugs shall be applied to all single cables #8 and larger, and shall be compression type fittings. The use of mechanical type lugs, kerneys or other pressure type connections will not be permitted.

D. All compression connections shall be long barrel type installed using hydraulic tools designed for the purpose.

E. Insulated spring steel wire nut connectors shall be used for branch circuit connections of #10 and smaller conductors. Connections of #8 and larger sizes shall be made with compression type connections with insulated covers. Where exposed to moisture or corrosion spring steel wire nut connectors shall be silicone filled.

F. Control and special system riser and junction boxes shall be fitted with terminal strips and all conductors shall be labeled per system requirements. The installation of wirenuts in special system riser and junction boxes is not acceptable.

G. Phase rotation at service equipment shall be maintained throughout entire project, color coding of conductors shall be consistent for feeders and branch circuits through out entire project.

3.04 IDENTIFICATION:

A. All conductors shall be identified with full circuit number at all access points, boxes, and at panelboards within 6 inches of conductor end. Identification shall be permanently marked PVC split sleeve or tubing type

B. Tape or laminated type wire markers are not acceptable

C. Permanently mark the junction box cover with the circuit numbers for all conductors contained within. Utilize black marker for normal power and red marker for emergency power and fire alarm.

3.05 WIRE MANAGEMENT:

A. Power and control wiring within all special system cabinets and enclosures, and within switchboards and electrical equipment shall be bundled or routed within slotted wiring duct in a workmanlike manner.

B. Any knockout, cutout or slot containing wiring shall be fitted with bushing or continuous grommet strip to avoid fraying or abrasion.

C. Train and lace all conductors within panelboard or control enclosures with cable ties or spiral wrapping.

D. Spare conductors installed shall be identified and capped.

END OF SECTION

SECTION 26 05 33 RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 DESCRIPTION

A. All work specified in this Section shall comply with the provisions of Section 26 05 11.

B. This Section covers the installation of all interior and exterior conduit and raceway systems, outlet boxes, pull boxes, junction boxes and wiring troughs or other boxes throughout the wiring system, including supports.

C. Outlets are located diagrammatically on the drawings. Outlets shall be located so as to be symmetrical with Architectural details.

PART 2 - PRODUCTS

2.01 GENERAL MATERIAL REQUIREMENTS

A. All boxes shall be U. L. Listed and labeled.

B. Boxes shall be of one-piece construction, fabricated from NEC gauge galvanized steel, unless rustproof cast metal boxes are specified or required by NEC, or unless otherwise shown on the drawings.

2.02 CONDUIT:

A. Galvanized rigid steel conduit (GRC) shall be low carbon, hot-dipped zinc galvanized steel to meet U.L. 6 Standards, ANSI C80.1 and shall have NPT (ANSI B1.20.1) full cut threaded joints, galvanized after forming. IMC shall carry U. L. Label. Conduit with integral couplings may be utilized for 2.5 inch sizes and above provided it conforms to U. L. Safety Standard #514-B.

B. Intermediate metal conduit (IMC) shall be premium hardened steel conforming to ASTM-A568, hot galvanized with zinc chromate exterior with polymer sealcoat to meet U.L. 1242 and ANSI C80.6 standards. Interior to be finished with corrosion inhibiting organic coating. Both coatings shall conform to ANSI C80.6 requirements. IMC shall have NPT (ANSI B1.20.1) full cut threaded joints, galvanized after forming. Conduit with integral couplings may be utilized for 2.5 inch sizes and above provided it conforms to U. L. Safety Standard #514-B. IMC shall carry U. L. Label.

C. Electrical metallic tubing (EMT) shall be high grade mild ductile steel, hot galvanized exterior with a clear organic polymer topcoat to meet U.L. 797 Standards and ANSI C80.3. Interior to be finished with corrosion inhibiting clear organic coating. Conduit with integral set screw couplings may be utilized for 2.5 inch sizes and above provided it conforms to U. L. Safety Standard #514-B.

D. Plastic conduit (PVC) shall be schedule 40 PVC heavy wall type for 4" and smaller, Schedule 20 for 5" and larger. PVC shall be U.L. Listed, NEMA TC 2, sunlight resistant and suitable for use with 90 degree C conductors.

E. Flexible metal conduit (FLX) shall be extra flexible, extra strength galvanized steel conduit tubing and shall meet U. L. Standard for Flexible Steel Conduit and U.L. Standard for Safety #1. The use of aluminum flexible conduit is not permitted.

F. Liquid-tight flexible metal conduit (WFX) shall be UL Listed with galvanized steel core of square locked or interlocked design, integral ground conductor and thermoplastic PVC (polyvinyl chloride) cover. The use of aluminum core or non-metallic types is not permitted.

G. Electrical non-metallic tubing (ENT) shall be UL Listed and manufactured to the requirements of NEMA TC-13. This raceway is permitted to be utilized with concrete encasement or unexposed installations only. Do not install exposed in plenums or other open areas. Utilize steel outlet boxes in all partition construction. Utilize plastic boxes only in concrete encasement.

H. Steel conduit approved manufacturers are Allied, Triangle, Republic, Wheatland and Pittsburg.

I. Flexible conduit approved manufacturers are Anamet (Anaconda) and Republic.

J. PVC conduit approved manufacturers are Carlon, Triangle, and Johns-Manville.

K. PVC coated metallic conduit approved manufacturers are Robroy, Permacote and Occidental.

2.02 CONDUIT FITTINGS

A. GRC and IMC conduit fittings shall be zinc-coated, ferrous metal and taper threaded type, U. L. Labeled.

B. EMT fittings shall be zinc-coated steel and shall be Type 1 or 2 (raintight compression or concrete tight set-screw type). EMT connectors shall have insulated throats. Die cast, malleable iron or pressure cast material will not be accepted. Fittings shall bear U. L. Label. Two (2) inch and larger fittings shall be compression type or shall utilize dual set screws for each side of fitting.

C. PVC fittings, elbows and cement shall be NEMA TC3, produced by the same manufacturer. All joints shall be solvent welded in accordance with the manufacturer's recommendations.

D. Conduit connections to switchboards, motor control centers, transformers, panels, cabinets, and pull boxes shall have locknuts designed to bite into the metal.

E. Each conduit end shall be provided with either an insulated throat connector or separate locknut and insulated bushing. Bushing shall be installed before any wire is pulled.

F. Expansion fittings shall be provided in all conduits which crosses an expansion joint either in, across, or through same. Fittings shall be U.L. 467 and 514 Listed. Fittings shall contain an internal flexible metal braid to maintain system ground continuity.

G. Flexible conduit fittings shall be cast malleable iron or stamped steel type with integral fastener. Fittings shall be U.L. Listed for the application. The use of “squeeze” type cast or stamped steel connectors is not permitted.

H. Liquidtight flexible metal conduit fittings shall be liquidtight with neoprene bushing, nylon gland, tapered hub threads and outlet bushing. Fittings shall be U.L. Listed for the application. The use of non-metallic or thermo-plastic insert connectors is not permitted.

1. EMT conduit fittings approved manufacturers are Raco, Steel City, Crouse-Hinds, O.Z Gedney, Thomas & Betts, Efcor and Appleton.

2. GRC and IMC fittings approved manufacturers are Appleton, Crouse-Hinds, O.Z. Gedney or Thomas & Betts.

2.03 SMOKE AND FIRE STOP FITTINGS: If and where required, smoke and fire stop fittings shall be U.L. listed for that purpose. The fittings used to seal conduit either on the outside of the conduit or cable or internally shall have heat activated intumescent material which expands to fill all voids and shall be O.Z./Gedney "FIRE-SEAL" or Dow Corning silicone RTV foam with an hourly fire-rating equal to or higher than the rating of the floor, ceiling or wall through which the cable or conduit passes. The seals for conduit shall be of the flanged type. Penetration of any fire rated wall, floor, or ceiling shall use Through-Penetration Firestop Systems described in the current Underwriters Laboratories Building Materials Directory.

2.04 RACEWAY SUPPORTS

A. Raceways and systems shall be supported independent of any other equipment or appurtances except the building structure. Suspended ceiling systems will not be considered as structure for support purposes, even if so rated by the manufacturer.

B. All support components shall be zinc-coated or have equivalent corrosion protection. Unprotected components shall be removed and replaced at no additional costs to the Owner.

C. Conduit support straps shall be single hole cast malleable iron or dual hole stamped steel type with zinc coating sized for type of raceway used. Conduit clamps for single conduit support shall be stamped steel with bolt & nut fastener and threaded rod support. Multiple conduit support channel straps shall be galvanized stamped steel two piece clamps with bolt & nut fasteners.

D. Conduit support channel shall be minimum 1 5/8” x 1 5/8” x 12 gauge rollformed pre-galvanized steel or painted steel conforming to ASTM A-570 Grade 33 or ASTM A-446 Grade A requirements. Channel cross section shall be increased to provide higher load bearing capability, if required by this installation. Channel shall have elongated holes at two (2) inch centers.

E. Drop wire type hangers will not be permitted. Any hanger which may distort the ceiling support structure will not be permitted. Lathers channel and chain are not acceptable for conduit hangers.

F. Furnish and install under this contract all angle iron, channel iron, rods, threaded rod, supports or hangers required to install or mount all electrical equipment, material or related devices. Conduit shall **not** be supported from steel decking, roof decking, bridging, ceiling or ceiling support wires.

G. Before any piping, conduit, outlets, equipment or lighting fixtures are located in any area, coordinate the space requirements with all trades. Such shall be arranged so that space conditions will allow all trades to install their work, and will also permit access for future maintenance and repair. Coordinate the installation of recessed electrical equipment with concealed ductwork, piping, insulation, structural appurtances and wall thickness.

H. Support branch circuit conduits and raceways at intervals not exceeding ten (10) feet and within three (3) feet of each termination. Support feeder conduit and raceway at intervals not exceeding twelve (12) feet and within three (3) feet of each termination.

I. Piping, ductwork, conduit and equipment installed at variance with the above requirements shall be relocated and/or revised to conform with the above requirements without incurring additions to the Contract.

J. Raceway installed within reinforcing steel of elevated or slab on grade concrete construction shall be tied to the re-steel at intervals not exceeding three (3) feet.

2.05 SUPPORT FASTENER DEVICES

A. Anchors for post tensioned concrete applications shall be cast in place continuous or spot insert channel providing a safety factor of 3 in 3000 lb hard rock concrete.

B. Anchors for cast in place concrete shall be insert type expansion shields and bolts, lead shields and bolts or self drilling expansion shields and bolts. Powder actuated pins of 1500 pound pull out strength may be utilized in concrete.

C. Anchors for wood construction shall be lag bolts or power driven wood screws.

D. Anchors in hollow masonry shall be toggle bolts.

E. Anchors for steel attachment shall be machine screws, bolts, or beam clamps.

F. Equipment mounted to drywall construction shall be secured to power channel (13/16” x 1 5/8” minimum). Secure channel to a minimum of two (2) dry wall studs with drywall screws and washers.

G. Under no circumstance will nylon or composition type tie wraps or straps be permitted for use in supporting electrical raceway. Utilize galvanized tie wire or prefabricated steel clips for such support.

2.06 OUTLETS

A. Outlet boxes and covers shall be of such form and dimensions as to be adapted to their specified usage, locations, size and quantity of conduit, and size and quantity of conductors entering the boxes.

B. Outlet boxes for flush mounted light fixtures shall be four inch square boxes 1 1/2” deep, with blank cover, installed adjacent to fixture served. Connection to fixture shall be with flexible steel conduit and fixture wire.

C. Flush ceiling outlets for surface or pendant mounted lighting fixtures shall be one-piece 4" square or octagonal pressed steel boxes, minimum two (2) inch depth.

D. Boxes for devices in unfinished masonry walls or stud walls shall be 4" square boxes with a square cornered tile wall cover (plaster ring), set flush with masonry or drywall construction. Where only one conduit enters box or one wiring device is provided, 2 3/4” deep box may be used. Outlet boxes for dimmers, GFI outlets, and all other conditions shall be full depth. Use multigang boxes where more than one device is mounted together under common coverplate. Do not use sectional switch boxes.

E. Boxes in concrete ceiling slab shall be octagonal, concrete-tight two (2) inch deep concrete boxes. Welded boxes are not acceptable.

F. All outlet boxes in plaster, drywall, stucco or masonry walls or ceiling shall be provided with plaster rings.

G. Junction boxes and all outlets not indicated as containing wiring devices or lighting fixtures shall have covers. Covers for outlets in walls shall be as specified for wall switches and receptacles.

H. Outlet boxes exposed to the weather, under raised floor, used in exterior wiring system and outlet boxes for vaportight lighting fixtures and devices shall be of cast corrosion resistant type.

I. In special "Fire Rated" partitions, outlets shall comply with ASTM No. E119 and maintain fire barrier ratings.

J. Utility (handy) boxes with matching covers may be used in mechanical and electrical spaces for switches and 15A/120V receptacles.

K. Where special purpose devices are utilized and require larger outlet box than specified herein, provide outlet box suitable for specific device. These outlet boxes shall be of the same type as specified herein for the installation required. Coordinate requirements prior to rough-in installation.

2.07 JUNCTION AND PULL BOXES

A. Dimensions of pull boxes and junction boxes shall not be less than those dimensions required by the National Electrical Code (NEC) article 370-18 for the number, size and position of conductors and raceway entering the box. Only a single extension ring shall be permitted on a box to increase the volume.

B. Pull boxes required in finished spaces shall be installed out of sight lines and located per Architect’s direction. Box shall be flush mounted cabinets provided with trim, hinged door and flush latch and lock to match panel trim for flush mounted electrical panelboard.

C. Pull boxes for installation of vertical riser conductors shall be provided with red seal type VVC or approved supports for all conductors as required by the NEC.

D. Pull boxes for horizontal feeders containing more than one feeder (not including parallel conductors) shall be provided with reinforced flange shall be compartmented by barriers (or feeder conductors shall be fire-taped) and provided with minimum 1 5/8” x 1 5/8” fiberglass channel strut (removable) for support of conductors. Wood supports within pull boxes are not acceptable.

E. Provide box covers for all junction and pull boxes of same materials and construction as box. Identify feeder or branch circuit conductors contained within on outside of cover for surface mounted boxes and within cover on flush mounted boxes.

2.08 CONDUIT BODIES & FITTINGS: Conduit bodies and fittings shall be NEMA FB-1 zinc coated steel or malleable iron, taper threaded type, of material matching conduit type with gasketed cover containing captive screws.

2.09 WIRING TROUGH: Wiring trough shall be NEMA 1, unless noted otherwise, hinged cover with captive screws, grey enamel finished inside and outside, 16 or 14 gauge steel as per NEC requirements. Size of trough based on NEC requirements.

2.10 PULL BOXES & ENCLOSURES

A. Pull boxes for feeder and power conductors shall be NEMA 1 with 14 or 12 gauge galvanized steel bodies and 12 or 10 gauge galvanized steel screw covers. Seams shall be continuously welded and ground smooth. Cover screws shall be captive, stainless steel type. Provide oil-resistant gasket and adhesive. Size pullboxes as specified.

B. Enclosures for termination of special systems wiring shall be NEMA 1 panel enclosures with 14 gauge steel bodies and removable hinged doors. Provide back panel of 14 gauge steel construction and wiring terminal blocks. Enclosures shall be painted ANSI 61 and panels shall be white enamel. Size enclosures for quantity of terminations required plus 25% spare capacity.

2.11 ACCEPTABLE MANUFACTURERS

A. Outlet boxes:

1. Steel City
2. Hubble/RACO
3. Crouse-Hinds
4. Appleton

B. Floor boxes:

1. Steel City
2. Walker
3. Hubbell
4. American Electric

C. Poke-through devices:

1. Hubbell
2. Walker
3. Raceway Components
4. Thomas & Betts

D. Exterior junction boxes & handholes:

1. Quazite
2. Nelson

3. Killark

4. Associated Plastics

E. Conduit bodies & fittings:

1. Adalet-PLM

2. Myers

3. O-Z Gedney

4. Appleton

5. Efcor

6. Crouse-Hinds

F. Wiring troughs:

1. Electromate

2. Square D

3. Universal

4. Hoffman

5. Wiegmann

6. General Metals

7. Keystone

G. Pull boxes & enclosures:

1. Hoffman

2. Electromate

3. Wiegmann

4. Universal

5. American Electric
6. Crouse-Hinds

7. Square D

PART 3 - EXECUTION

3.01 INSTALLATION

A. Provide galvanized steel or cast type boxes for all outlets, and for junction or pull boxes. All boxes shall be accessible and sized per NEC requirements. Provide access panels in any non-accessible spaces to allow access to boxes installed.

B. Provide an UL listed outlet box for each ceiling mounted fan assembly shown.

C. Where outlet boxes are used to support lighting fixtures, as junction boxes, or device outlet boxes, the box shall be anchored to the structural members of the building per NEC 370-13.

D. Outlet boxes shall be flush mounted unless they are specifically shown as being used with exposed conduit or are located above a ceiling.

E. Where outlets are supplied from conduit run in or below floor slabs, the conduit shall be stubbed up at the location shown and the wall built up around the conduit.

F. Cuts for outlet boxes in masonry walls shall be made so that the coverplate will completely cover the cut. The mounting height of switch, receptacle and other outlets may be varied slightly, with the Architect's approval, so that the outlet box, top or bottom, will occur at a masonry joint.

G. The edge of all outlet boxes shall be flush with the surface in which they are recessed. The devices that fit into the outlet boxes shall be screwed tight before the cover plate is installed and the coverplate shall not be used as a means of tightening the devices in place. Provide box extensions as required to permit the above. Coordinate fabric panels, finishes and woodwork provisions in order to determine exact requirements.

H. Where outlets are shown as being adjacent and different mounting heights are specified for each, they shall be mounted one directly over the other, on the centerline of the group.

I. Electrical outlet boxes may be installed in vertical fire resistive assemblies classified as fire/smoke and smoke partitions without affecting the fire classification, provided such openings occur on one side only in each framing space and that openings do not exceed sixteen square inches. All clearances between such outlet boxes and the gypsum board shall be completely filled with joint compound or approved fire-resistive compound. The wall shall be built around outlet boxes larger than sixteen square inches so as not to interfere with the wall rating.

J. Where low voltage device is to be installed in common boxes with line voltage device (or devices of different operating voltage), provide insulated barrier within boxes to establish separate compartments.

K. Remove only knockouts required and plug all unused openings per NEC 370-18/373-4 requirements.

L. Extend branch circuit grounding conductor to each box. Provide grounding pigtail via dedicated fastener.

M. Outlet boxes in the same wall shall not be mounted back-to-back but shall be offset a minimum of six (6) inches, except in acoustical rated walls where 24" is required.

N. Install pull boxes only in unfinished spaces or concealed above accessible ceilings. Provide pull boxes when any of the following conditions apply:

1. Where indicated on the drawings.
2. Where conduit run exceeds 150 feet from access point to access point.
3. Where conduit run contains in excess of 360 degrees bend or offset.
4. To facilitate conductor installation or to insure that manufacturer's maximum pulling tension is not exceeded.
5. Where requirements of the special system or telephone installer/vendor dictate raceway access or provisions.

O. Do not splice conductors in pull boxes. Splices are not permitted in pull boxes except where specifically approved in writing by the Engineer. Where splices are permitted, make splices as specified in Wire & Cable Specifications.

P. Where pull boxes are required, multiple circuits within pull box shall:

1. Circuit conductors and feeders shall be individually laced with nylon straps and nylon identification tabs. Conduits shall enter pull box in such manner that conduits enter and exit in the same plane (both horizontal and vertical).
2. Feeder circuits shall be separated by full height and length sheet metal (NEC gage) or polyester resin barrier secured with angle brackets.

Q. Where exterior junction or pull boxes are required, install in the following manner:

1. Exterior junction or pull boxes shall be mounted flush with finished grade, unless noted otherwise. Coordinate with the final grade elevation.
2. Heavy traffic rated covers shall be provided in sidewalks, paved areas or within six (6) feet of same.
3. Seal conduit entries into boxes with duct seal to prevent entrance of water, after conductors are installed.
4. Taps and splices, where permitted by these specifications, shall be performed with an encapsulating watertight connection kit which insulates and moisture seals the connection.

R. After completion, clean all work of dirt, construction debris, paint and refuse.

3.02 COVERS:

A. All junction boxes, outlet boxes, multi-gang switch boxes, utility boxes, etc., shall be covered with a coverplate. The coverplate shall be a finished plate as specified elsewhere unless designated otherwise.

B. Coverplates shall be mounted vertically unless designated otherwise.

C. Permanently mark each junction box and pull box cover with the circuit numbers for all conductors contained within. Utilize indelible ink black marker for normal power and red marker for emergency power and fire alarm.

D. All junction boxes and pull boxes for wiring systems above 600 volts shall be painted red and identified with high voltage warning labels in accordance with OSHA standards. Raceway shall be identified with the same labels installed every twenty (20) linear feet.

3.03 EQUIPMENT ANCHORING

A. Support all boxes from structure:

1. Secure to wood with wood or sheet metal screws.

2. Secure to hollow masonry with toggle bolts.

3. Secure to light gage metal with sheet metal screws.

4. Secure to heavy gage metal with bolts or clamps.

5. Anchors for solid masonry and concrete shall be self-drilling or insert expansion shields with bolts or powder actuated drive pin studs (except in post-tension construction).

6. Secure outlet boxes to dry wall studs with steel mounting bracket screwed into stud having support leg to restrain box.

7. Where box is suspended below structure, support from structure with threaded steel rod secured with double nuts. Pull boxes larger than 18” x 18” x 8” shall be supported from power strut and threaded steel rod suspension. Provide seismic bracing where required by local authority.

B. All items of electrical equipment, such as enclosures, panels, troughs, pull boxes, etc., shall be securely anchored to the building structure. The anchoring shall be accomplished by utilizing a minimum size of 3/8" steel anchor bolts in the structure and to the item of equipment. A minimum of two (2) anchor bolts shall be provided on each side of each item of equipment with the following exceptions:

Exception No. 1: If the equipment manufacturer includes more than two (2) anchor holes per side in the base or base frame of the equipment item, then there shall be one anchor for each anchor hole.

Exception No. 2: If the equipment manufacturer recommends a particular quantity greater than two (2) per side, then that quantity of anchors shall be provided.

3.04 CONDUIT

A. Rigid galvanized conduit or intermediate metal conduit shall be used for service entrance and all feeders and branch circuits where exposed to damage or moist conditions.

B. EMT shall be used for feeders, branch circuits, fire alarm and telephone when not underground or in concrete in contact with the earth. Raceway underground or in concrete in contact with the earth shall be rigid galvanized conduit, intermediate metal conduit or Schedule 40 PVC. Conduit exiting elevated slabs or slab on grade shall be IMC. PVC conduit exiting slab is not permitted.

C. Conduit shall be continuous from outlet to outlet, from outlet to cabinet, junction box and pull box. Conduit shall enter and be secured to all boxes, etc., in such a manner that each system will be electrically continuous from service to all outlets. All conduit from cabinets and junction boxes shall terminate in approved outlet box or conduit fittings. Conduit connections to any box which has no threaded hub shall be double locknutted and bushing installed.

D. Provide junction boxes or pull boxes where shown and where necessary to avoid excessively long runs or too many bends between outlets. The conduit sizes shown may be increased if desired to facilitate the pulling of cables.

E. All conduit shall be concealed unless indicated otherwise. Install exposed conduit parallel with or at right angles to the building walls and support from walls or ceilings at intervals required by Code with approved galvanized malleable iron or stamped steel clamps or hangers. Concealed conduit above the ceiling shall be supported independent of ceiling construction. Where ceilings of lay-in type are used, conduit must be installed minimum six (6) inches above ceiling structure to permit removal of ceiling panels and lighting fixtures.

F. Use threaded rods and hangers consisting of double-nutted threaded rods and channel or angles of 12 gauge minimum steel for supporting multiple conduit. Refer to drawing details.

G. Minimum size conduit for exposed branch circuits shall not be smaller than 1/2". Raceway installed in concrete slabs shall be minimum 3/4”. Home runs shall extend from outlets shown to panel designated. Home runs shown shall not be combined. Home run conduit shall not be smaller than 3/4".

H. Type GRC and IMC conduit shall be cut and threaded with similar die heads. Deburr outside of all cuts prior to cutting threads. Cut threads one thread short so that they meet in the coupling and all threads are covered when wrench tight. Deburr inside of end after cutting threads. Right and left hand couplings shall not be used; conduit couplings of the Erikson Type shall be used at locations requiring such joints. Utilize only rigid type hand benders, “Chicago” type benders or power benders with required IMC shoes. DO NOT attempt to bend IMC with “hickey” type hand benders. Any such bends will be replaced at no additional costs to the Owner. Utilize only U.L. Listed conduit fittings, elbows and junction boxes (IMC or GRC types).

I. All conduit for future use and for special systems such as telephone, data or TV wire shall be left with No. 16 gauge wire or approved pull cord pulled in them.

J. Expansion fittings shall be installed in all conduit penetrations through, around or in expansion joints, and all straight runs in excess of 150 feet. Watertight flexible metallic conduit, connectors and couplings may be utilized for exposed transitions. U.L. 467 & 514 Listed fittings are required in slab.

K. Provide non-hardening elastic type duct seal compound, Neer No. DC, 3M Co. "Scotchfil," or Gardner Bender duct seal, for each conduit entering the building from outside, for each conduit entering refrigerated spaces, for each conduit entering exterior equipment and for each conduit passing from one space into another which is normally at a lower temperature. Conduits entering refrigerated spaces shall be IMC.

L. Provide intermediate metal conduit and watertight conduit hubs on conduit terminating in a box or cabinet exposed to the weather or damp locations.

M. Space in sleeves or around conduit that pass through fire resistive or fire rated walls, partitions, floors or ceilings shall be closed by packing with an U.L. labeled fire resistive material, or provide mechanical fire stop fittings that will maintain the rating of the barrier penetrated. Conform with local authority requirements and UL Building Materials Directory.

N. Coordinate the conduit routing and installation location with the actual electrical equipment furnished. Review submittals for termination locations. Coordinate with all Specification Divisions and submittals to determine termination and access locations. Coordinate installation sequence with all other trades to avoid conflicts and provide the fastest overall installation schedule.

O. Dented, misformed or flattened conduits are not permitted and shall be removed and replaced.

P. Protect conduits against dirt, plaster, and construction debris with the use of conduit plugs. Tape is not acceptable. Plugs shall remain in place until all masonry or/and drywall construction is complete. Protect conduit stubups during construction from damage, and replace any bent conduits.

Q. Conduits serving roof mounted equipment shall pass through roof curb where such is provided. Roof penetrations outside this equipment will not be permitted.

R. Separate raceway systems shall be provided for power systems and for control, signal and communications systems. Do not install above systems cables in the same raceway as branch circuit or feeder cables.

S. Service entrance and fire pump feeders shall be installed “Outside” of the building as defined by NFPA and the N.E.C. Provide concrete encasement where required to conform with Code requirements.

T. All conduits installed exposed shall be IMC to a minimum elevation of ten (10) feet AFF. Exposed boxes shall be type FS cast metal.

U. Where hazardous locations, as classified by the National Electrical Code, exist, all raceway and fittings and the installation of these materials shall comply with Article 500 requirements.

V. All conduits for interior wiring systems operating above 600 volts shall be galvanized rigid conduit, painted red at access points and labeled per OSHA requirements.

W. Maintain minimum three (3) inch clearance when raceway crosses piping and/or systems operating above 75&F and provide twelve (12) inches separation when installed parallel to hot piping, flues or appliances operating above 75&F.

X. Nonmetallic fittings shall be applied with compatible solvent welding cement and shall be fitted while solvent is liquid. Overwrap all fittings used in concrete encasement with suitable tape. Provide o-rings at terminal points to provide watertight seal.

3.05 FLEXIBLE CONDUIT

A. Watertight flexible metallic conduit shall be used in making short flexible connections to all motors, transformers, bus duct switches, kitchen equipment and rotating or vibrating machinery or equipment. The flexible conduit at these locations shall be as short as possible, but shall have a minimum length of 12". Flexible metallic conduit shall be used in making connections to heaters, fixed equipment or flush mounted light fixtures.

B. A green stranded bonding jumper shall be installed inside of all flexible conduit that extends directly from a non-flex conduit to a rotating or vibrating machine. Where a junction box is used, the green stranded bonding jumper shall be installed inside the flexible conduit and attached to the junction box and to the machine

3.06 CONDUIT PROTECTION

A. All threaded joints in galvanized rigid conduit that is encased in concrete shall have a U.L. listed joint compound applied. All conduit installed outside the building underground shall be buried a minimum of 30" below finished grade but in no case shall be buried deeper than 48". Where conduit inside building is installed below the floor slab, the vapor barrier shall be run below the conduit concrete encasement. Conduit installed in any slab, where permitted above, shall be above the bottom steel and below the top steel. No conduit shall be spaced less than 3" apart. Submit conduit layout to structural consultant for review and approval prior to rough-in.

B. Conduit shall be secured in place and protected where necessary to prevent damage to work during construction. The ends of all conduit shall be plugged with suitable caps (not tape) to avoid filling with any foreign matter. All conduit shall be blown out and swabbed clear of water and trash prior to pulling wire.

C. Provide identifying marker tape the entire length of each conduit installed in the ground outside the building. The tape shall be constructed of inert polyethylene, resistant to acids, alkalis, etc., in the soil, and shall be a minimum 4 mil thickness. The tape shall be yellow, 6" wide, and shall have the words, "CAUTION - ELECTRIC LINE BURIED BELOW," imprinted with contrasting permanent ink. The imprint shall repeat itself for the entire length of the tape. The tape shall be buried at a maximum of 18" below finished grade, above a portion of the earth fill. Identify all underground and underslab conduit locations on as-built drawings for future reference.

D. Damaged, oxidized, warped or improperly stored raceway will be removed from the jobsite and replaced with new materials. Non-metallic conduit stored on site prior to installation shall be stored on a flat surface off the ground and shall be protected from direct sunlight and debris.

3.07 CORING, CUTTING AND PATCHING

A. Perform all coring, cutting and patching of existing walls and floors in order to install the work. Set sleeves for conduit accurately before the concrete floors are poured, or set boxes on the forms so as to leave openings in the floors in which the required sleeves can be subsequently located. Fill in the voids around the sleeves with concrete.

B. Should the performance of this preliminary work be neglected and should cutting be required in order to install conduit, then the expense of the cutting and restoring of surfaces to their original conditions shall be accomplished without incurring additions to the Contract.

END OF SECTION

SECTION 26 05 48 VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.01 DESCRIPTION:

A. All work in this section shall comply with the provisions of Section 26 05 11.

B. The Contractor shall install electrical equipment in a manner that prevents transmission of objectionable vibration into the structure. This isolation shall include resilient mounting of transformers, dimmer racks, conduit, motor starters, remote fluorescent fixture ballast cabinets and variable frequency motor controllers.

1.02 SUBMITTALS:

A. Submit NEMA sound power ratings for all transformers.

B. Submit shop drawings for conduit passing through isolated block-outs in structure.

C. Variable frequency controller manufacturer shall submit a certification that the controllers are compatible with the motors to be used on this project.

1.03 STANDARDS: NEMA ST 20-1986; Dry Type Transformers for General Applications.

PART 2 – PRODUCTS

2.01 FLEXIBLE STEEL CONDUIT:

A. Flexible steel conduit shall be UL-listed liquidtight flexible metal conduit as manufactured by American Brass, Columbia or approved equal. Fittings shall be single or double set screw type as manufactured by Appleton, Kellum or approved equal.

B. Flexible conduit connectors for conduit sizes greater than 2 inches diameter shall be Crouse-Hinds type XD expansion/deflection coupling, or approved equal.

2.02 NEOPRENE VIBRATION ISOLATORS:

A. Neoprene floor mount isolators shall be Mason Industries type ND, or Kinetics type RD double deflection neoprene mounts, 50 durometer maximum, with 0.2 inch minimum static deflection under actual load.

B. Neoprene floor pads shall be Mason Industries type “Super W” 50 durometer maximum, with 0.15 minimum deflection under actual load.

C. Neoprene wall mount isolators shall be Mason Industries type BRA, RBA, or RCA, or Kinetics type RQ, 50 durometer maximum, with 0.05 inch minimum static deflection under actual shear load.

D. Submit manufacturer's catalog sheet for all neoprene mounts clearly marked to show equipment tag and weight, mount type and size, actual isolator deflection and maximum rated load for every mount. Submittals based on rated load shall be rejected.
   a. DRY TYPE TRANSFORMERS: Transformers shall conform to the sound level limits set forth in NEMA ST-20.
   b. Fluorescent fixtures shall not be used in critical spaces (RC-20 or below). Fluorescent fixtures in sensitive spaces (RC-25 thru RC-30) shall have advance Mark-V ballasts only.

PART 3 – EXECUTION:

3.01 INSTALLATION:

A. Flexible conduit shall be used for all connections to all equipment vibration isolated with springs or neoprene (transformers, dimmers, pumps, fans, chillers, boilers, etc.). Flexible conduit shall be a minimum of 25% greater length than the separation between the isolated equipment and the termination of rigid conduit. Install the flexible conduit to be slack and not to exceed the manufacturer's minimum recommended bending radius. For conduit sizes greater than 2 inches diameter, use pre-manufactured flexible conduit connectors instead of flexible conduit.

B. Mount all transformers, dimmer racks, remote fluorescent fixture ballast cabinets and variable frequency motor controllers on neoprene floor mount or wall mount isolators. There shall be no rigid connection between isolated equipment and structure.

C. Flexible conduit or a flexible conduit connector shall be used at every location where conduit crosses a building expansion or isolation joint.

D. Conduit connected to vibration isolated electrical equipment shall be resiliently mounted to structure for a distance equal to 200 conduit diameters, and for any additional extent indicated on the Drawings.

E. Conduit passing through mechanical room walls, floors or ceilings shall be resiliently packed and sealed according to Noise Control Division 15245.

END OF SECTION

SECTION 26 22 14 LOW-VOLTAGE DRY-TYPE TRANSFORMERS (600 VOLTS)

PART 1 - GENERAL

1.01 DESCRIPTION:

A. All work specified in this Section shall comply with the provisions of Section 26 05 11.

B. This Section covers the furnishing, connection and installation of dry type transformers.

1.02 QUALITY ASSURANCE:

A. Industry Reference Standards:

1. National Fire Protection Association (NFPA):
   a. NFPA 70, 2002.

2. National Electrical Manufacturers Association:
   a. ST-20 Standards for 220 C UL Component
   b. Recognized Insulation System
   c. Control and Systems

3. American National Standards Institute:
   a. C57.12.01
   b. C57.12.91

4. Underwriters Laboratories (UL)
   a. No. 506 Transformers (1000 kva, 3 phase and below
   b. 167 kva, 1 phase and below)

B. All equipment furnished shall be U.L. Listed and Labeled.

PART 2 - PRODUCTS

2.01 GENERAL: Transformers shall be self-cooled rated for continuous operation at rated load KVA, twenty-four hours per day, 365 days per year with normal life expectancy (IEEE Standard 65). KVA ratings shall be as indicated on the drawings.

2.02 GENERAL PURPOSE DRY TYPE TRANSFORMERS:

A. Insulation System:

1. Single phase 25-167 KVA and three phase 30-1500 KVA:
   a. Transformers shall be rated for average temperature rise by resistance of 150° C in 40° C maximum ambient, 30° C average ambient.
   b. Transformer insulation system shall be UL rated as 220° C system. Provide K-13 rated transformers for all serving panelboards fed by the UPS system.

2. Three phase 3 - 15 KVA:
   a. Transformers shall be rated for average temperature rise by resistance of 115° C.
   b. Transformer insulation system shall be 180°C.

3. Single phase 3 - 15 KVA:
   a. Transformers shall be rated for average temperature rise by resistance of 55° C.
   b. Transformer insulation system shall be 105° C.

B. Sound rating shall not exceed NEMA and ANSI standards for KVA rating. Internal vibration dampening shall be provided as a standard feature for all transformers.

C. Standard voltage taps shall be:

1. Single phase transformers rated up to 15 KVA shall have two (2), 5 percent full capacity taps below normal rated primary voltage.

2. All other single phase transformers and all three phase transformers shall be provided with six (6) 2 ½ % full capacity taps, two (2) above and four (4) below normal voltage.

D. Construction and enclosures

1. Transformers to 25 KVA: Transformers shall be totally enclosed, non-ventilated with a resin encapsulated core and coil and drip-proof housing. Removable panel sections shall permit full access to wiring compartment.

2. Transformers 30 - 1500 KVA: Transformers shall be open, ventilated, drip-proof with removable front and rear cover panels. Transformers shall be suitable for floor mounting, unless wall or suspension mounting is indicated on the drawings.

E. Dry type transformers shall provide 3 phase 4 wire 208Y/120 volt AC service to designated electrical equipment unless shown otherwise on the drawings. Primary voltage shall be 480 volts AC.

F. Nominal transformer impedance shall be 4.5 % minimum.

G. Core assemblies and the center ground connection point of the coil secondary shall be grounded to their enclosures by suitably sized, flexible ground straps. Provide grounding lug at the strap to enclosure bonding location for connection of three conductors: the primary and secondary equipment grounding conductors and the grounding electrode conductor.

2.03 ACCEPTABLE MANUFACTURERS:

A. Acceptable dry type transformer manufacturers are:

1. General Electric

2. Square D

3. Cutler Hammer

4. Siemens

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Dry type transformers larger than 15 KVA shall be floor mounted, unless wall or suspension mounting is indicated on the drawings. Transformers 15 KVA and smaller shall be wall mounted. Installation shall provide not less than twelve (12) inch clearance from combustible materials and not less than six (6) inch clearance from walls and other equipment. Floor mounted transformers shall be installed on a four (4) inch thick concrete pad with minimum ¾" thick neoprene waffle type vibration pads between transformer base and structural surface. Where transformers are indicated on the drawings to be wall or suspension mounted bolt to structure with minimum ¾" thick neoprene waffle type vibration pads between transformer base and structural surface.

B. Primary and secondary connections to dry type transformers shall be made with wapertight flexible metallic conduit and fittings. Support raceway per NEC requirements.

C. The secondary windings for each dry type transformer shall be grounded in accordance with NEC requirements for separately derived electrical systems. Extend a grounding electrode conductor from the transformer grounding lug to the nearest building structural steel or main column rebar. Connect the primary and secondary grounds to the grounding lug. Refer to the grounding section of these specifications for additional requirements.

D. Install secondary overcurrent protective device within ten (10) feet horizontally from transformer. Where none is indicated on the drawings, provide enclosed fused safety switch rated at 125 % of the transformer full load ampacity but not greater than the secondary conductor ampacity.

E. Do not install equipment over transformers, unless indicated on the drawings.

F. Locate transformers to provide working clearance and full accessibility as required by the NEC.

G. Provide nameplates on each dry type transformer as specified elsewhere.

3.02 CLEANING AND ADJUSTMENT:

A. Prior to final inspection, under maximum available load, measure secondary voltage and adjust tap settings to deliver nominal rated voltage within the percent limits of one tap setting. Record the voltages of each transformer at primary and secondary and document for future Owner reference.

B. After completion, clean the interior and exterior of dirt, paint and construction debris.

C. Touch up paint scratched or marred surfaces with factory furnished touch up paint of the same color as factory applied finish.

END OF SECTION

SECTION 26 24 16 PANELBOARDS

PART 1 - GENERAL

1.01 DESCRIPTION:

A. All work specified in this Section shall comply with the provisions of Section 26 05 11.

B. This section covers lighting and appliance panelboards and load centers.

PART 2 - PRODUCTS

2.01 PANELBOARDS:

A. Panelboards (panels) shall be general purpose enclosures and shall be surface or flush mounted as indicated. Panels shall be of the automatic circuit breaker type, factory assembled by the manufacturer of the circuit breakers. Panels shall be for the voltage indicated with the quantity of poles and ampacity of circuit breakers shown.

B. Boxes and trim shall be made from code gauge steel. Boxes shall be of sufficient size to provide a minimum gutter space of 4" on all sides. Boxes shall be minimum 20" width and 5-3/4" depth.

C. Hinged door covering all device handles shall be included in all panel trim. Doors shall have flush-type cylinder lock and catch, except that doors over 48" in height shall have auxiliary fasteners at top and bottom of door in addition to flush-type cylinder lock and catch. Door hinges shall be concealed. All locks shall be keyed alike. Directory frame and card having a transparent cover shall be furnished with each panel door.

D. Trims for flush panels shall overlap the box by at least 3/4" all around. Surface trims shall have the same width and height as the box. Trims shall be mountable by a screwdriver without the need for special tools. After installation, trim mounting mechanism or hardware shall not be accessible when panel door is closed and locked.

E. All exterior and interior steel surfaces of the trim shall be cleaned and finished with gray paint over a rust-inhibiting phosphatized coating.

F. All interiors shall be completely factory assembled with protective devices, wire connectors, and shall be so designed that devices may be changed without machining, drilling or tapping.

G. Interiors shall be so designed that devices can be replaced without disturbing adjacent units and without removing the main bus connectors.

H. Bus bars for the mains shall be of copper in accordance with U.L. Standards. Full size bars shall be included. Bus bar taps for panels with single pole branches shall be arranged for sequence phasing of the branch circuit devices.

I. Phase bussing shall be full height without reduction. Cross and center connectors shall be of the same material as the bus.

J. The neutral bus shall have 100% rating and utilize set-screws to bond the neutral wire to the neutral bus through holes drilled in the neutral bar. A sheet copper neutral bus utilizing flathead screws to hold the neutral wires will not be acceptable. Ground bus shall be sized in accordance with U.L. standards.

K. Spaces for future devices shall be molded case, included as indicated and shall be bussed for the maximum rated device that can be fitted into them.

L. All circuit breakers shall be manually operated, thermal-magnetic, automatic, of the ampacity and poles as indicated. They shall be quick-make, quick-break, both on manual and automatic operation. Breakers shall be over-the-center toggle operating type, with the handle going to a position between ON and OFF to indicate automatic tripping. All multi-pole breakers shall have internal common trip. Breakers shall have a minimum of 10,000 RMS symmetrical amperes interrupting capacity unless designated otherwise.

M. The breakers furnished shall be determined by the specifications and by the minimum U.L. labeled RMS symmetrical amperes interrupting capacity at circuit voltage. All circuit breakers shall be bolted on and rigidly braced.

N. Panels having sub-feed lugs for feeding through shall have 8" minimum extra gutter space at the lug end and on one side.

O. Each panel as a complete unit shall have a short-circuit current rating equal to or greater than the equipment rating indicated.

P. Acceptable manufacturers are General Electric, Square D, Siemens or Cutler Hammer.

Q. All panelboards fed from UPS systems and K-rated transformers shall be furnished with 200% rated neutral bus bars and separate insulated/isolated ground bar.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Provide a typewritten directory under plastic for all panelboards with spares left blank.

B. Provide all necessary hardware to secure panelboards to structure as required by the manufacturer's instructions. Make all electrical connections for supply and load circuits and leave in operating condition.

C. Clean enclosure of all panelboards of all foreign matter, including dust.

D. Bond separate ground bars to panelboard boxes and to the main service entrance ground bus with a code-sized grounding conductor installed in the same conduit as the phase and neutral conductors.

E. Provide six circuit breaker handle lock-on devices for each lighting panelboard for circuits as directed by the Project Engineer to prevent unauthorized personnel from turning off circuits to controls, unit heaters, clocks, night lights, etc. Turn spare lock-on devices over to the Owner for his use.

END OF SECTION

SECTION 26 24 17 DISTRIBUTION PANELBOARDS

PART 1 - GENERAL

1.01 DESCRIPTION:

A. All work specified in this Section shall comply with the provisions of Section 26 05 11.

B. This section covers circuit breaker type distribution panelboards.

PART 2 - PRODUCTS

2.01 PANELBOARDS:

A. Distribution panelboards shall be of the circuit breaker type, factory assembled by the manufacturer of the circuit breakers. Flush mounted units shall have front door cover. The main breaker and the branch circuit breakers shall be as indicated. The main bus shall be copper and rated of capacity equal to or greater than the rating or setting of the over-current protective device next back in the line. Panel shall be suitable for the voltage and phase indicated.

B. Panels shall be flush or surface mounted as indicated, with baked-on enamel trim, adjustable trim clamps and door with corrosion resistant cylinder lock and catch and nameplate for each device and a blank (not engraved) nameplate for each spare breaker or space.

C. The neutral bus shall have 100% rating and utilize set-screws to bond the neutral bus through hoes drilled into the neutral bar. A sheet copper neutral bus utilizing flathead screws to hold the neutral wires will not be acceptable. Ground bus shall be sized per U.L. standards.

D. All circuit breakers shall be molded case, manually operated, thermal-magnetic, automatic, of the ampacity and poles as indicated. They shall be quick-make, quick-break both on manual and on automatic operation. Breakers shall be over-the-center toggle operating type, with the handle going to a position between "ON" and "OFF" to indicate automatic tripping. All multi-pole breakers shall have internal common trip.

E. The interrupting capacity of the breakers furnished shall be as indicated on plans.

F. All circuit breakers, including any connector to the main bus, shall be bolted on or plug-in type.

G. Spaces for future installation of molded case circuit breakers are specified by range of trip rather than a single trip size or frame size. The spaces so scheduled shall be complete with all bus and required bus connectors such that future breakers can be installed without adding or changing bus connectors on the main bus and without using a larger (frame size) or more expensive breaker than the trip size and interrupting capacity would require. If the bus connectors furnished on the main bus will not cover the trip range specified, then duplicate sets of connectors shall be furnished on the main bus for each frame size required.

H. Provide ground fault protection for any breaker serving panels with kitchen equipment or elevator motors.

I. Acceptable manufacturers are General Electric, Square D, Cutler Hammer or Siemens.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Provide a typewritten directory under plastic for all panelboards with spares left blank.

B. Provide all necessary hardware to secure panelboards to structure as required by the manufacturer's instructions. Make all electrical connections for supply and load circuits and leave in operating condition.

C. Clean enclosure of all panelboards of all foreign matter, including dust.

D. Bond separate ground bars to panelboard boxes and to the main service entrance ground bus with a code-sized grounding conductor installed in the same conduit as the phase and neutral conductors.

E. Provide six circuit breaker handle lock-on devices for each lighting panelboard for circuits as directed by the Project Engineer to prevent unauthorized personnel from turning off circuits to controls, unit heaters, clocks, night lights, etc. Turn spare lock-on devices over to the Owner for his use.

END OF SECTION

SECTION 26 27 26 WIRING DEVICES

PART 1 - GENERAL

1.01 DESCRIPTION:

A. All work specified in this Section shall comply with the provisions of Section 26 05 11.

B. This Section covers wiring devices and cover plates including receptacles, switches, dimmer controls, plugs, plug connectors, floor outlets, concealed service floor outlets and poke-through device assemblies.

PART 2 - PRODUCTS

2.01 MANUFACTURED WIRING DEVICES:

A. Provide manufactured wiring devices and cover plates, in types, colors, and electrical ratings for applications indicated and complying with NEMA Standard WD 1. Where types and grades are not indicated, provide specification grade selection as determined to fulfill wiring requirements, and complying with NEC and NEMA standards for wiring devices. Provide white color devices and cover plates except as noted otherwise. Color selection shall be verified with the Architect prior to purchase and installation.

B. The devices specified herein are the products of one manufacturer. Provide heavy-duty specification grade devices selected from approved manufacturer listing.

2.02 RECEPTACLES:

A. Duplex receptacles shall be heavy-duty specification grade, plastic base, nylon face, two-pole, three wire, self-grounding, back/side wired, 125 volts AC and NEMA 5-15R (15A) or NEMA 5-20R (20A) rating as indicated on drawings.

1. Duplex NEMA 5-15R Hubbell CR5262

2. Duplex NEMA 5-20R Hubbell CR5362

B. Isolated ground duplex receptacles shall be orange heavy-duty specification grade, plastic base, nylon face, two-pole, three wire, self-grounding, back/side wired, 125 volts AC and NEMA 5-15R (15A) or NEMA 5-20R (20A) rating as indicated on drawings.

1. Duplex IG NEMA 5-15R Hubbell IG5262

2. Duplex IG NEMA 5-20R Hubbell IG5362

C. Ground fault circuit interrupting (GFCI) duplex receptacles shall be heavy-duty, specification grade, plastic base, nylon face, two-pole, three wire, supplied with pre-stripped wire leads, feed-through protection, 125 volts AC and NEMA 5-15R (15A) or NEMA 5-20R (20A) rating as indicated on drawings.

1. Duplex GFCI NEMA 5-15R Hubbell GFR5262

2. Duplex GFCI NEMA 5-20R Hubbell GFR5362

D. Single receptacles shall be heavy-duty specification grade, plastic base, nylon face, two-pole, three wire, self-grounding, back/side wired, 125 volts AC and NEMA 5-20R (20A) rating.

1. Single NEMA 5-20R Hubbell 5361

E. Clock outlets shall be specification grade, plastic base, phenolic face, two-pole, three wire, side wired, stainless steel plate with recessed outlet, 125 volts AC and NEMA 5-15R (15A) rating.

1. Clock outlet NEMA 5-15R Hubbell 5235

F. Special purpose outlets shall be heavy-duty specification grade, plastic base, nylon face, poles as noted, wires as noted, grounding type, back/side wired, with voltage and capacity rating noted. Conform to NEMA configuration requirements.

2.03 COVERPLATES:

A. Coverplates shall be stainless steel matching box size and device configuration.

B. Coverplates for EMERGENCY POWER devices shall be premarked “EMERGENCY”.

C. Coverplates for UPS POWER devices shall be premarked “COMPUTER ONLY”.

2.04 PLUGS & CONNECTORS: Plugs and connectors shall be of nylon construction, heavy duty specification grade, brass contacts and terminations, conforming to UL 94 & 498, with cord grips, 600 VAC working range, straight blade or locking type and NEMA type as noted.

2.05 ACCEPTABLE MANUFACTURERS:

A. Wiring devices & cover plates:

1. Arrow-Hart

2. Sierra

3. Eagle

4. Hubbell

5. Leviton

6. Pass & Seymour

7. Square D

8. TayMac

B. Wall dimmers:

1. Lutron

2. Prescolite

3. Hunt

4. Lightolier

C. Plugs & connectors:

1. Arrow-Hart

2. Eagle

3. Hubbell

4. Leviton

5. Pass & Seymour

D. Floor outlets & concealed service floor outlets:

1. Steel City

2. Hubbell

3. Walker

E. Poke through assemblies:

1. Steel City

2. Hubbell

3. Raceway Components

4. Walker

PART 3 - EXECUTION

3.01 STANDARDS COMPLIANCE:

A. Installation and provision of all specified equipment shall be in accordance with:

1. National Electrical Code NFPA 70

2. Underwriters Laboratories (UL) UL 20, 498, 943

3. National Electrical Manufacturer's Association (NEMA) NEMA STDS WD 1, 2, 5

3.02 INSTALLATION:

A. Coordinate installation roughin requirements with architectural and structural features, equipment installed under other portions of these specifications, and electrical equipment.

B. Coordinate the installation of switches and wall dimmers with the door swings to insure that the devices are located on the strike side of the door.

C. Review the architectural and/or interiors drawings and elevations for devices requiring specific locations.

D. Coordinate access to poke-through assembly junction boxes such that these are readily accessible after completion of construction.

E. The mounting height of devices is indicated in the legend on the drawings and is intended to mean the bottom of the device above the finished floor unless otherwise noted.

F. Mount all devices within outlet boxes to allow device cover plates to be in contact with wall on all sides. Verify all outlet boxes in grouping are at the same elevation.

G. Install vertically mounted receptacles with the ground connection up.

H. Install switches with “Off” position down.

3.03 WIRING DEVICES:

A. Install wiring devices as indicated, in compliance with manufacturer’s written instructions, applicable requirements of NEC and NECA’s “Standard of Installation”, and in accordance with recognized standard industry practices to fulfill project requirements.

B. Where more than one wiring device is indicated at a location, the devices shall be gang-mounted in combined multi-gang boxes and covered jointly by a common coverplate. Provide barriers as required by the devices and voltages being used.

C. Install wiring devices only in electrical outlet boxes which are clean, free from construction debris, drywall compound and dirt. At final inspection all wiring devices shall be clean, free of paint overspray, unbroken and in new condition.

D. Ground all wiring devices by electrically continuous, pigtail connection such that removal of device does not open grounding path to any downstream device. Connect the grounding screw of each device to the equipment grounding conductor.

E. Prior to energizing circuits, test wiring system for electrical continuity, freedom from faults, and proper polarity of connections. After energizing circuits, test wiring devices to demonstrate compliance with these requirements.

3.04 COVERPLATES:

A. All junction boxes, outlet boxes, multi-gang switch boxes, utility boxes, etc., shall be covered with a coverplate. The coverplate shall be a finished plate as specified unless designated otherwise.

B. Coverplates shall be mounted vertically unless designated otherwise.

C. Do not install cover plates until after painting and/or other finish work is complete.

D. Where the cover plate does not completely cover the wall opening, replace the plate with an oversized (midi or jumbo) plate or repair the wall opening. Where one oversize plate is used, replace all cover plates in the room with the oversize plates.

E. Remove concrete protectors and clean all floor boxes after concrete pour. Adjust boxes to be flush with finish floor elevation.

F. At final inspection, all wiring devices and cover plates shall be clean, without paint overspray, undamaged and unscratched or broken.

END OF SECTION

SECTION 26 28 16 ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.01 DESCRIPTION:

A. All work specified in this Section shall comply with the provisions of Section 26 05 11.

B. This Section covers disconnect switches for electrical equipment, 600 volts or less, and fuses mounted in the disconnect switches.

C. Furnish and install disconnect switches for the following conditions:

1. Where indicated on the drawings or schedules.

2. For all motor controllers unless installation conforms to exceptions in the NEC.

3. For all motors located out-of-sight of its motor controller.

4. For all transformers as required by NEC.

5. For all water heaters.

6. For electrical duct heaters.

7. Where required by the National Electrical Code.

1.02 QUALITY ASSURANCE:

A. Industry Reference Standards:

1. Underwriters Laboratories Inc. Publications:
UL 98 Enclosed Switches
UL 198.2 High Interrupting Fuses,
Current Limiting Type
UL 198.4 Class R Fuses

2. National Fire Protection Association (NFPA):
NFPA 70,

3. National Electrical Manufacturers Association:
KS-1 Enclosed Switches
PUB 250 Enclosures for Electrical Equipment

4. American National Standards Institute:
C97.1 Low Voltage Cartridge Fuses (600 v)

B. All equipment furnished shall be U.L. Listed and Labeled.

PART 2 - PRODUCTS

2.01 DISCONNECT SWITCHES:

A. Disconnect switches shall be "heavy-duty" type enclosed switches of quick-make, quick-break construction. Current carrying parts shall be copper, with silver tungsten type switch contacts and positive pressure type reinforced fuse clips. Switches shall be horsepower rated type HD where motor is served and rated for either 250 volt AC or 600 volt AC as required for voltages utilized. Size in accordance with the NEC. Lugs shall be UL listed for copper and aluminum cable.

B. Switches shall be furnished in NEMA I General Purpose enclosure unless noted otherwise. Switches located on the exterior of the building or in "wet" locations shall have NEMA 3R enclosures. When subject to splashing water, seepage of water, or falling or hose-directed water, switches shall be furnished in NEMA 4 enclosures. When located in an industrial plant subject to fibers, lint, dust, dirt, etc., switches shall be furnished in NEMA 12 enclosures.

C. Fused disconnect switches shall have rejection type fuse clips with dual element, current limiting fuses of rating shown.

D. Furnish a solid neutral bus or lug for each switch being installed in a circuit which contains a neutral conductor.

E. Furnish an equipment grounding conductor lug bonded to the switch enclosure by dedicated fastener.

F. Disconnect switches shall be non-fusible type safety switch, unless fused type is specified or indicated on the drawings, with the number of poles required to disconnect all ungrounded conductors serving equipment.

G. Provide multi-pole disconnect switches for all dual speed motors to disconnect all ungrounded conductors serving equipment.

H. Switches shall have the following features:
   a. Line terminal shields on line and load lugs.
   b. Padlocking provisions shall be provided for padlocking in the "Off" position.
   c. Each switch shall have defeatable door interlock mechanism to prevent door from being opened when switch is in closed position.
   d. Provide arc chute for each pole.
   e. Provide nameplate for each switch as previously specified.

I. Fusible switches through 600 ampere shall be provided with rejection clips to accept RK1 or RK5 fuses only. Fusible switches larger than 600 ampere shall be suitable for Class L fuses. Furnish and install a complete set of fuses in each disconnect switch sized as indicated on the drawings. Fuses serving predominantly motor or transformer loads shall be dual element, time-delay type, otherwise non-time delay type is required. Fuses shall be current limiting type.

2.02 ACCEPTABLE MANUFACTURERS:

A. Acceptable disconnect switch manufacturers are:
   a. General Electric
   b. Square D
   c. Cutler Hammer
   d. Siemens-Allis
   e. Allen-Bradley

f. Appleton Electric
g. Crouse-Hinds

B. Acceptable fuse manufacturer's are:
a. Chase-Shawmut
b. Buss
c. GEC Alsthom

C. Equipment supplied under this section shall be the same manufacturer as the Service and Distribution Equipment.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Locate disconnect switches to provide working clearance and full accessibility as required by the NEC.

B. Unless indicated otherwise on the drawings, locate disconnect switches adjacent to equipment served.

C. Provide power wiring to and install all disconnect switches and extend feeders to motors or other loads, unless integrally factory mounted on a piece of equipment.

D. Provide power wiring to all roof mounted equipment via roof curb openings provided. Do not penetrate roof membrane with conduit stubups.

E. Coordinate exact location of motor termination boxes with raceway roughin provisions to insure correct installation

F. Connect all heating and air conditioning equipment and have this equipment complete and ready for operation. Contractor shall be responsible for checking equipment manufacturer submittal data to obtain exact location of all electrical connections for equipment before installation.

G. A short section of watertight metallic flexible conduit shall be used at each motor connection.

H. Restore factory finish to all equipment provided herein and touch up scratched or marred surfaces to match original finish. Clean enclosure interior and exterior of dirt, paint, and construction debris.

I. Maintain conductor phase relationship originating at service entrance throughout motor control center. Group and strap all conductors installed in starter and wiring gutters with nylon straps. Install only one conductor under each terminal. Connect extra conductors via terminal strips. Form and train conductors neatly in enclosures parallel and at right angles to sides of box. Uninsulated conductors shall not extend more than 1/8" from terminal lug.

J. Do not splice conductors in enclosure. Connections shall be made in suitable junction box located exterior of switch

K. Conductors not terminating in switch shall not extend through or enter switch enclosure

3.02 MOUNTING AND SUPPORT:

A. Locate switches to provide working clearance and fully accessible as required by the NEC. Do not mount switches directly to or on any mechanical equipment.

B. Enclosure shall be secured to structure by a minimum of four (4) fastening devices. Disconnect switches 600 ampere and larger shall have a minimum of eight (8) fastening devices. A fender washer (minimum 1 1/4" OD) shall be used between head of screw and enclosure.

C. Install equipment with operating handle at 5'-0" AFF, unless otherwise noted.

D. Where enclosure is not indicated on a wall or structure, construct a metal channel (power strut) free standing frame secured to floor, pad, or building structure. In exterior applications, all support structure shall be galvanized.

E. Where disconnect switch is mounted on drywall partitions, provide 3/4" painted plywood backboard exceeding switch size by one (1) foot in each direction, secured to drywall studs and fasten switch to backboard.

F. Provide specified nameplates on feeder switches, fused disconnect switches and non-fused disconnect switches.

END OF SECTION

SECTION 26 33 53 STATIC UNINTERRUPTIBLE POWER SUPPLY

PART 1 - GENERAL

1.01 DESCRIPTION:

A. All work specified in this section shall comply with the provisions of Section 26 05 11.

B. This specification covers the requirements for furnishing two types of uninterruptible power supplies (UPS) hereafter referred to as UPS-1 and UPS-2. Each UPS shall operate in conjunction with the building electrical system to provide power conditioning, back up and distribution for critical electrical loads.

1.02 GENERAL DESCRIPTION FOR UPS-1:

A. This specification describes the electrical and mechanical characteristics and requirements for a single phase uninterruptible power system (UPS). The system as specified herein shall include all the components required to deliver reliable, high quality, re-generated uninterruptible power for the intended load. The system shall be a line interactive UPS incorporating an IGBT based microprocessor controlled PWM inverter, high speed transfer SCR devices, constant voltage regulating transformer, battery charger, an energy storage battery platform, monitoring display panel, and all related hardware components and software to facilitate a functional centralized system. A self-diagnostic monitoring system shall continuously advise of system status and battery condition.

1.03 GENERAL DESCRIPTION FOR UPS-2:

A. The Uninterruptible Power System (UPS) shall be an expandable single phase, continuous duty, line interactive, single conversion UPS designed to supply reliable, clean regulated power for critical loads. The design shall incorporate an efficient ferro-resonant transformer, micro-processor controller, solid state PWM inverter and long lasting battery pack that provides immunity to all power line disturbances and power interruptions with no break in AC output power.

The synchronous inverter shall produce a true uninterrupted output in any mode of operation. A self diagnostic monitoring alarm system that continuously advises system status shall be provided.

1.04 STANDARDS:

A. Systems shall be designed in accordance with applicable portions of the following codes and standards:

American National Standards Institute (ANSI C57.110).
Institute of Electrical and Electronic Engineers (IEEE 519-1992) (C62.41-1991).
National Electrical Manufacturers Association (NEMA PE-1).
National Electric Code (NEC).
National Fire Protection Association (NFPA 70).
Underwriters Laboratories (U.L.1778).
Federal Communications Commission (FCC Part 15, Sec. J, Class A).
CSA Certified

B. Listings: Listed to UL 1778 and cUL C22.2, No. 107.1-M01.

1.05 SUBMITTALS:

A. Each UPS submittal shall be supplied with sufficient documentation, including the following: Include submittal documentation for the installation of the system, including wiring diagrams and cabinet outlines showing dimensions, weights, BTUs, input/output current, input/output connection locations and required clearances.

B. The manufacturer shall be ISO9001 “Quality Assurance Certified”.

C. The supplier shall be a United States based manufacturer of Uninterruptible Power Systems with 15 years experience or greater in design and fabrication of UPS equipment.

D. Include factory test results and /or specifications to validate compliance with the requirements. The manufacturer must include battery test documentation to validate the specified minimum emergency reserve with full rated load.

E. Furnish (6) equipment submittal copies. Submittals are to be specific for the equipment furnished and must include as-built information.

1.06 QUALIFICATIONS:

A. The UPS manufacturer shall have a minimum of ten years experience in the design, manufacture and testing of solid state, UPS systems. A list of installed systems of the same type as the manufacturer proposes to furnish for this application shall be supplied with the proposal.

B. The UPS manufacturer shall have ISO 9001 certification for engineering/R&D, manufacturing facilities and the field service organization.

1.07 WARRANTY:

A. Systems: The system warranty for both UPS-1 and UPS-2 shall be no less than 24 months after acceptance and must include all costs including repair, parts, labor, travel and living expenses for the manufacturer's service personnel, within the 48 contiguous United States.

B. Battery: The UPS manufacturer shall warrant the battery on a prorated basis for ten years to deliver no less than 80% of its rated capacity, provided the prevailing ambient temperature of the battery area does not exceed 25 degrees C (77 degrees F).

PART 2 - PRODUCTS

2.01 MANUFACTURERS: The equipment specified shall be the HV Series and the MD Series uninterruptible power systems, manufactured by Controlled Power Company or approved equal.

2.02 UPS-1 FOR X-RAY EQUIPMENT:

A. This Contractor shall provide and install one Uninterruptible Power System marked “UPS-1” as manufactured by Controlled Power Company “HV” Series, with 9.0 KVA output rating. The specific operating characteristics and requirements shall be as follows:

1. The system shall operate in accordance with requirements as specified herein to support any combination of resistive, leading or lagging power factor loads, linear, non-linear and power factor corrected loads. The system’s inherent operating characteristics must limit rectifier/charger induced harmonics without the use of harmonic filters, thus allowing effective generator compatibility without excessive over-sizing of the generator. Systems shall also be programmable to compensate for site specific generator / UPS synchronization requirements.

2. Normal Operation: The load shall be supplied with regenerated, filtered and regulated power derived from the output regulating transformer. When utility AC or generator AC power is present, the battery charger shall maintain a ripple free float charge on the batteries.

3. Emergency Operation: Upon the failure or unacceptable deviation of utility AC power, battery power shall be converted by the PWM inverter and filtered through the constant voltage regulating output transformer. There shall be no break or interruption of power to the load upon failure or restoration of the utility AC power. Any transfer time resulting in a break or loss of power is unacceptable.

4. Automatic Restart: In the case of a commercial power outage that exceeds the battery run time required, the output of the inverter shall shut off, but automatically restarts once commercial AC power returns. Recharging of the batteries shall then commence immediately.

5. Manual Maintenance Bypass: The system shall include an integral make before break service maintenance bypass switch. The service maintenance bypass switch incorporates make before break functionality, allowing make before break transitions to and from bypass mode without power interruption or disturbance.

6. UPS System Output Rating: 9.0 KVA.

7. Battery Time Reserve Capacity: 12 minutes at full rated KVA output.

8. Reliability: MTBF 100,000 hours. MTTR 1 hour.

B. Input Specifications:

1. Input Voltage: 208 VAC.

2. Input Voltage Operating Range: +10% to -15% at full load without battery usage.

3. Frequency Range: 57.5 Hz to 62.5 Hz.

4. Power Factor: Self correcting to >0.95 (approaching unity).

5. Input Harmonics: < 10% THD (total harmonic distortion) with linear/non linear loading.

6. Transient / Spike Attenuation: 3000:1.

C. Output Specifications:

1. Output Voltage: 240/120 VAC.

2. Sine Wave Voltage: Maximum 5% harmonic distortion under linear load.

3. Crest Factor: 3.5 : 1.

4. K Factor: 30 or better.

5. Harmonic Attenuation: Reflected load generated harmonics shall be attenuated 23dB at the input.

6. Line Regulation: Typically better than +/-3%.

7. Load Regulation: Typically better than +/-3%.

D. Battery Specifications:

1. Battery time: Based on full KVA load.

2. Battery Type: Sealed, maintenance free.

3. Charger: 5 Amps, two stage.

4. Recharge Time: Typically 10 times discharge time to full charge.

5. Bus Voltage: 96 VDC, float 2.27 VPC, final 1.75 VPC.

6. Projected Life: 5 years service, 10 year design life..

E. Performance Specifications:

1. Overload Capability: 125% for ten minutes.

2. Surge Capability: 150% of rated output without need of static bypass.

3. Frequency Stability: $\pm$0.2 Hz.

4. Isolation: NEC article 250.20b, include isolation transformer to validate this requirement for a separately derived power source.

5. Inner Winding Capacitance: 0.01 pF (primary to secondary coupling).

6. Common Mode Noise Attenuation: 120 dB (10^6 : 1 ground noise attenuation).

7. Transverse Mode Noise Attenuation: 70 dB (3160 : 1 line noise attenuation).

8. Reactive Power Factor Correction: Input power factor > 0.95 self correcting.

9. Efficiency: Not less than 91% under full rated load.

10. Reliability: The constant voltage regulating transformer shall have a reliability of 200,000 hours MTBF and the electronic system shall have a reliability of 100,000 hours MTBF.

F. Environmental Specifications:

1. Operating Temperature: 0°C (32°F) to 40°C (105° F).

2. Storage Temperature: -20°C to 50°C.

3. Relative Humidity: 95% non-condensed.

4. Elevation: 5,000 feet, (1500 meters) above sea level without de-rating.

5. Ratings and Cabinet Sizes:

KVA / KW Rating	Dimensions W x D x H
7500 / 5250	21.5” x 32” x 44”
8000 / 6000	21.5” x 32” x 44”
9000 / 7000	21.5” x 32” x 44”

6. Audible Sound Level: Not greater than 52 dBA.

7. Enclosure: NEMA 1 for indoor use.

G. Display Monitor and Diagnostics:

1. Display - Backlit, 40 character alphanumeric LCD display for sharp visual resolution of data and titles. Displays data as selected by user keypad.

2. Keypad – Sealed, membrane keypad for user selection of monitored electrical operating parameters, monitored alarm conditions, UPS system control settings and log functions.

3. Alarm Panel – Automatic indication of general system status including UPS on, on battery and bypass status.

4. Measurements – AC input voltage, AC output voltage line to neutral, AC output voltage line to line, AC output current line one, AC output current line two, percent (%) load, current crest factor line one, current crest factor line two, DC charging voltage, DC charging current, battery bus voltage, output frequency, battery back up time remaining, load KW, and load power factor.

5. Accuracy – True RMS measurements with 1% accuracy.

6. Alarm Messages – Low battery voltage warning, DC battery charger failure, over temperature warning, and output overload warning.

H. Communications Interface:

1. Status / Alarm relay interface normally open contacts shall be provided for optional remote annunciator panel or automatic message dialer. Include contacts for UPS on, utility AC power failure (system using battery power), low battery warning, system in bypass mode, and general alarm.

2. Status / Alarm relay contact ratings: 24 VAC and/or 24 VDC, 500mA.

3. Power supply included for + 5 VDC, 5mA with fully isolated logic ground.

I. Accessories:

1. Include external, wall mounted, make before break maintenance bypass switch.

2. Include automatic message dialer used in conjunction with system alarm conditions for system on emergency battery power, low battery warning and general alarm.

3. Include remote annunciator panel used in conjunction with system alarm conditions for system on emergency battery power, low battery warning and general alarm.

4. Include Dataguard software package for automatic system power down in event of extended utility power outage.

5. Include SNMP / TCP/IP Adapter.

2.03 UPS-2 STAND ALONE EQUIPMENT:

A. This Contractor shall provide for eight (8) Uninterruptible Power Systems marked “UPS-2” as manufactured by Controlled Power Company “MD 3100 Series”. (See note on contract drawings REF: General Note: B, Sheet E2.1) This Contractor shall furnish, receive, store and install as directed by Owner’s Project Engineer. The specific operating characteristics and requirements shall be as follows:

1. INPUT SPECIFICATIONS:
   a. INPUT VOLTAGE: 120 VAC, 60 Hz.
   b. OPERATING RANGE: +10% to -15% at full load.
   c. KVA RATING: 3.1 kVA expanable to 3.5 kVA
   d. KVA: 4.5 expandable to 5.0 kVA
      5.0 kVA
      6.0 kVA expandable to 7.5 kVA
      7.5 kVA
   e. FREQUENCY RANGE: Must capture 57.5 Hz to 62.5 Hz.
   f. POWER FACTOR: Must be self correcting to >0.95 (approaching unity).
   g. INPUT HARMONICS: <5% THD (total harmonic distortion).
   h. ATTENUATION: Spike attenuation shall be a minimum of 3000:1.

2. FUZZY RANGE CONTROL:
   a. The UPS shall utilize a Fuzzy Range Control that allows a wider range of input voltage variation (up to +10% to -40%) of nominal as an inverse function of load. i.e. As the load decreases the input band grows wider and more usable while maintaining the output voltage at usable levels. Operationally this means the unit must not use battery power during simple brownout conditions, conserving the batteries for severe power outages.
   b. FUZZY RANGING:
      1) The input range switch points must be infinitely variable as the load decreases.
      2) Input band with 25% load shall be +10% to -40% with an output regulation of $\pm$4%.
      3) Input band with 50% load shall be +10% to -30% with an output regulation of $\pm$4%.
      4) Input band with 75% load shall be +10% to -20% with an output regulation of $\pm$4%.

3. OUTPUT SPECIFICATIONS:
   a. OUTPUT VOLTAGE: 120 VAC, 60 Hertz
      (Must provide a Sine Wave Voltage with maximum 3% harmonic distortion for any single harmonic. The output shall be rated for computer type loads with switch mode power supplies.)
   b. CREST FACTOR: Minimum 3.5 : 1.
   c. K FACTOR: Must be rated K-30 or better.
   d. POWER FACTOR: 0.7 switch mode rated.
   e. HARMONIC ATTENUATION: Load generated harmonics shall be attenuated 400% at the input.
   f. LINE REGULATION: Better than ±3%.
   g. LOAD REGULATION: Better than ±3%.

4. BATTERY:
   a. Run time listed at full and half load for each model number with extended run times available beyond this standard.
      1) 3.1 kVA 8 minutes at full load, 19 minutes at half load
      2) 3.5 kVA 7 minutes at full load, 17 minutes at half load
      3) 4.5 kVA 9 minutes at full load, 21 minutes at half load
      4) 5.0 kVA 7 minutes at full load, 19 minutes at half load
      5) 6.0 kVA 11 minutes at full load, 27 minutes at half load
      6) 7.0 kVA 8 minutes at full load, 25 minutes at half load
      7) 7.5 kVA 7 minutes at full load, 21 minutes at half load
   b. BATTERY TYPE:Must be sealed, maintenance free, gas recombinant, self venting, suspended electrolyte with no gel contaminant. Batteries must be factory tested with specific inverter.
   c. BATTERY CHARGER: 5 amp, two stage, not to exceed 25% of the amp hour rating.
   d. RECHARGE TIME: 3 hours to full charge.
   e. BUSS VOLTAGE: Float 2.27 VPC, final 1.75 VPC.
   f. LIFE: Batteries must have a Projected Life of 5 years service.
   g. CAPACITY: The batteries shall be sized with the inverter to support the load at rated kVA with a 0.7 power factor.

5. PERFORMANCE:
   a. OVERLOAD CAPABILTY: 125% for ten minutes.
   b. SURGE CAPABILITY: 150% of rated output without need of static bypass.
   c. FREQUENCY STABILITY: ±0.2 Hz.
   d. INNER WINDING CAPACITANCE: .01 pF (primary to secondary coupling).
   e. COMMON MODE NOISE ATTENUATION: Must be 120 dB or greater (10^6: 1 ground noise attenuation).
   f. TRANSVERSE MODE NOISE ATTENUATION: Must be 70 dB or greater (3160 : 1 line noise attenuation), (-3 dB at 1 kHz, -20 dB per decade).
   g. REACTIVE POWER CORRECTION: Load at .6 pF must be corrected to >0.95 at input. (automatically self correcting).
   h. EFFICIENCY & BTU/HR EMITTED: 3.1 kVA minimum efficiency shall be 89% with 814 BTU/HRS emitted.

6. DIMENSIONS:
   a. 3.1 kVA Maximum Cabinet Dimension shall be 15"W x 29 3/4"D x 22 1/2"H

7. DISPLAY MONITORS AND DIAGNOSTICS:
   a. Digital, 3 digit, bright LED Display shall be provided to display the following system parameters:
      Input Voltage — Percent of Battery Capacity
      Output Voltage — Percent of Battery Charger
      Percent of Load
   b. LED indicator lights shall be provided to indicate the following system status:
      System On (Green) — System On Battery (Yellow)
      Low Battery Warning (Red)
   c. LED indicator lights shall be provided to indicate the following system Alarms
      (Red)
      Low output — High output
      Overload — Frequency fault
      Over temperature — Shorted SCR shutdown
      Low battery shutdown — Check battery
      Output shutdown — Inverter on
      Low battery — Remote/emergency power off shutdown
   d. AUDIBLE ALARM: A switch selectable audible alarm shall be furnished.

8. COMMUNICATIONS INTERFACE:
   a. STATUS AND ALARM PORT: A status and alarm port shall be furnished for network protection and unattended, automatic shutdown for all LAN/WAN systems such as Novell, LAN Manager, OS/2 and others including UNIX and ZENIX operating systems.
   b. SERIAL PORT: A full duplex ASCII, RS/232 Serial Port shall be provided for over 60 operating, diagnostic and performance characteristics.

9. ENVIRONMENTAL:
   a. ISOLATION: Isolation shall be per NEC article 250-5d, and comply with this standard that specifies a separately derived power source.
   b. OPERATING TEMPERATURE: Operating Temperature is 0° (32°) to 40° (105°) Celsius (F) without derating.
   c. STORAGE: Storage Temperature shall be 20 to 50° Celsius.
   d. HUMIDITY: Relative humidity 95% non condensed.
   e. ELEVATION: 5,000 feet, 1,500 meters.

10. MTBF:
   a. SYSTEM: Total System MTBF shall be a minimum of 100,000 hours per MIL spec standard 217E.
   b. TRANSFORMER: The Transformer MTBF shall be a minimum or 200,000 hours.
   c. MTTR: The Mean Time to Repair shall be less than one hour.

11. POWER DISTRIBUTION:
   a. The UPS shall have an efficient, flexible method of distributing power to this equipment, without going through expensive, time consuming, permanent wiring changes.
   b. Provisions for three output configurations including the appropriately sized branch circuit breakers shall be provided:
   c. FLUSH RECEPTACLE INTERFACE: The back panel must accommodate the specified NEMA standard receptacles.
   d. FLEXIBLE EXTENSION WITH RECEPTACLE TERMINATION: The back panel shall be accommodate the specified flexible extension with specified receptacle termination.

e. FIELD WIRED TERMINATION: The following field wired termination shall be furnished:

PART 3 - EXECUTION

3.01 INSTALLATION: Install in accordance with manufacturer's instructions.

3.02 FIELD QUALITY CONTROL:

A. The following procedures and tests shall be performed by Field Service personnel during the UPS startups:

1. Visual Inspection:
   a. Visually inspect all equipment for signs of damage or foreign materials.
   b. Observe the type of ventilation, the cleanliness of the room, the use of proper signs, and any other safety related factors.

2. Mechanical Inspection:
   a. Check all the power connections for tightness.
   b. Check all the control wiring terminations and plugs for tightness or proper seating.

3. Electrical Precheck:
   a. Check the DC bus for a possible short circuit.
   b. Check input and Bypass power for proper voltages and phase rotation.
   c. Check all lamp test functions.

4. Initial UPS Startups:
   a. Verify that all the alarms are in a “go” condition.
   b. Energize the systems and verify the proper DC, walkup, and AC phase on.
   c. Check the DC link holding voltage, AC output voltages, and output wave forms.
   d. Check the final DC link voltage and Inverter AC output. Adjust if required.
   e. Check for the proper synchronization.
   f. Check for the voltage difference between the Inverter output and the Bypass source.

5. Operational Training: Before leaving the site, the field service engineer shall familiarize responsible personnel with the operation of each UPS. The UPS equipment shall be available for demonstration of the modes of operation.

3.03 MANUFACTURER'S FIELD SERVICE;

A. Field Engineering Support: The UPS manufacturer shall directly employ a nationwide field service department staffed by factory trained field service engineers dedicated to startup, maintenance, and repair of UPS equipment. The organization shall consist of local offices managed from a central location. Field engineers shall be deployed in key population areas to provide on site emergency response within 24 hours 80% of the time. A map of the United States showing the location of all field service offices must be submitted with the proposal. Third party maintenance will not be accepted.

B. Spare Parts Support: Parts supplies shall be located in the field to provide 80% of all emergency needs. The factory shall serve as the central stocking facility where a dedicated supply of all parts shall be available within 24 hours.

C. Maintenance Contracts: A complete range of preventative and corrective maintenance contracts shall be provided and offered with the proposal. Under these contracts, the manufacturer shall maintain the user's equipment to the latest engineering levels as they are developed.

D. Product Enhancement Program: The UPS manufacturer shall make available feature upgrade service offerings to all users as they are developed. These products shall be proposed as a field installable, optional kit.

END OF SECTION